

CUSTOMER AGREEMENT

This Customer Agreement (this “**Agreement**”) is entered into and made effective as of July 1, 2017 (the “**Customer Agreement Effective Date**”), between D2L Ltd. (“**Provider**”) and South Dakota Board of Regents (“**Customer**”). Prior to the Customer Agreement Effective Date, the University Corporation for Advanced Internet Development d/b/a Internet2 (“**Internet2**”) and Provider executed the Facilitation Agreement. The Parties agree as follows:

1. Customer Term

(a) The Initial Customer Term for this Agreement is five (5) years. If Customer is a Special Billing Date Customer, the Initial Customer Term shall be the number of years listed above plus the Launch Term.

(b) This Agreement will commence on the Customer Agreement Effective Date, and, unless automatic renewal is prohibited by Governing Law, will automatically renew following the Initial Customer Term for an unlimited number of consecutive Renewal Customer Terms until either Party provides the other Party with at least three (3) months’ advance Notice that it does not wish to renew the Initial Customer Term or the then-current Renewal Customer Term, as the case may be. Unless earlier terminated in accordance with a Party’s rights hereunder, this Agreement will terminate on the last day of the Customer Term.

2. Certain Rights

2.1 Generally During the Customer Term, Provider grants Customer (a) the right to access and use, and permit and enable Users to access and use, the Services in the capacities and subject to the other conditions set forth in a Customer Order Form; and (b) all other rights granted to Customer by Provider in this Agreement.

2.2 Customer Applications

(a) Notwithstanding anything in this Agreement to the contrary, Customer will have the right throughout the Customer Term to develop Customer Applications, and in connection therewith (and at no charge) (i) Provider will provide technical support with respect to the API to enable the development and use of all Customer Applications; and (ii) Provider will provide the format of the interfaces or protocols provided under this Agreement, if any, for the API to the extent necessary for Customer to develop any Customer Applications

(b) Customer will have the right throughout the Customer Term to use all Customer Applications and to distribute such Customer Applications to Users for use by Users and to any Persons to whom Provider has made the API available, for use by such Persons and their respective users. As between Customer and Provider, Customer will own all rights, title and interest, including all Proprietary Rights, in and to all Customer Applications.

3. Pricing and Payment Terms; Audits

3.1 Rates and Payments

(a) The rates for the Services are set forth in Exhibit B. Notwithstanding anything in this Agreement to the contrary, other than the Fees (which are determined by the rates set forth in Exhibit B or, if applicable, are otherwise expressly set forth in the Customer Order Form(s)), no other fees or other amounts of any kind will be due to Provider from Customer. Provider will have no right to charge any Persons other than Customer (such as Customer’s employees) any fees or other amounts for or related to the Services.

(b) Within thirty (30) days after the start of the Customer Term, or as otherwise set forth in a Customer Order Form, Provider will send to Customer an invoice for (i) the annual Fees for the Services for the initial Contract Year, or initial Contract Years, whichever is applicable, and (ii) any initial set-up, or other non-recurring, fees for the Services that are set forth explicitly in the applicable initial Customer Order Form. On or about the commencement of each Contract Year after the initial Contract Year, unless Customer has already made its payment for such Contract Year, Provider will send to Customer an invoice indicating the applicable Fees due from Customer to Provider for the Services for such Contract Year.

(c) If a Customer is a Special Billing Date Customer, Section 3(b) above shall not apply and instead this Section 3(c) shall apply. If applicable, the **Customer Requested Billing Date** is indicated in Exhibit F. Within approximately forty-five (45) days after the start of the Customer Term, Provider will send to Customer an invoice for the Launch Term for (i) the pro rata amount of the annual Fees for the Services for the Launch Term; and (ii) any initial set-up, or other non-recurring, fees for the Services that are expressly set forth in the applicable initial Service Order. Thereafter, on or about the commencement of each Special Billing Date Customer Contract Year, Provider will send to Customer an invoice indicating the applicable Fees due from Customer to Provider for the Services for such Special Billing Date Customer Contract Year.

(d) Without limiting the effect of any other provisions of this Agreement, Provider may generate and deliver to Customer other invoices in connection with the Services in addition to those described in Section 3.1(b); provided that, (i) such invoices, as well as the manner and timing of their delivery, have been mutually agreed to in writing and in advance by the Parties, and (ii) such invoices are expressly contemplated by, based upon, and consistent with an additional Customer Order Form executed by Provider and Customer. (For example, if Customer originally ordered a certain quantity of Services for twenty-four (24) months but decides after twelve (12) months that it wishes to increase the quantity of Services it receives, it should enter into an additional Customer Order Form with Provider at that time and Provider shall send an invoice reflecting the pro rata amount (which shall be calculated in days) due in connection with Customer’s decision to increase the quantity of Services that Customer receives). Provider will send any such other invoices to Customer, if applicable, in a timely manner.

(e) Each invoice from Provider to Customer in connection with this Agreement shall contain a line item explicitly listing the taxes, if any, applicable in connection with Customer relating to the Services, and such taxes are considered part of the Fees. If Customer is legally entitled to an exemption from the payment of any taxes related to the Services, and Customer provides legally sufficient evidence of its tax exemption status for each taxing jurisdiction for which Customer claims an exemption, Provider will honor Customer’s tax exemption and not charge taxes related to the Services for which the exemption is applicable. Under no circumstances shall Customer be responsible for taxes imposed on Provider’s income.

(f) Within thirty (30) days of invoice receipt, Customer shall pay to Provider, in U.S. dollars, all undisputed Fees set forth in such invoice. Customer shall notify Provider in writing of any good faith disputes regarding any Fees within thirty (30) days of receipt of the applicable invoice (otherwise Customer waives its right to dispute the applicable Fees after such period). Customer shall cooperate in good faith with Provider to resolve any disputed Fees as soon as possible (but no later than thirty (30) days after Customer sent Notice of the dispute). Customer shall pay to Provider all resolved Fees, if any are owed, within thirty (30) days after the dispute is resolved.

3.2 Financial Audits

(a) Provider will maintain, for a period of at least two (2) years after such books and records are created or for such longer period of time as may be required by Applicable Law, all books and records relating to this Agreement, and Provider's performance of its obligations under this Agreement. Such books and records will be available for review and audit by Customer during Provider's normal business hours at the location(s) where such books and records are normally maintained by Provider. Any audit of Provider's books and records shall be conducted upon no less than thirty (30) days' prior written notice, and no more than once per calendar year.

(b) If an audit by Customer reveals an overpayment by Customer to Provider in connection with the Fees, Provider will promptly refund to Customer the amount of the overpayment. If such overpayment exceeds five percent (5%) of the total dollar amount of the payments audited, Provider will also promptly reimburse Customer for the reasonable costs of such audit(s).

4. Indemnification, Limitation of Liability, and Infringement

4.1 Indemnification

(a) Provider shall indemnify, defend and hold harmless Customer Indemnitees from and against all Damages incurred by Customer Indemnitees in connection with any third-party Claims under, arising out of, or related to (i) an allegation that any of the Services infringe upon, misappropriate, or violate the Proprietary Rights of a third party; (ii) any Claims made by Provider Contractor/Agents against any Customer Indemnitees; (iii) a material breach by Provider of any of its obligations under Section 7; or (iv) any breach of, or inaccuracy in, any of Provider's representations and warranties in Section 10.3.

(b) Customer will give prompt Notice to Provider of any Claim for which Section 4.1(a) is applicable, provided that failure to do so will not be deemed a breach of this Agreement, and such failure will not relieve Provider of its indemnity obligation if such delay does not prejudice the defense thereof. Subject to Governing Law, Provider shall have full and complete control over the defense and settlement of any Claim, provided that it will not, without Customer Indemnitees prior written approval, enter into any settlement agreement that admits fault on the part of Customer Indemnitee or requires Customer Indemnitee to make any payment.

(c) If Provider so requests, at Provider's cost and expense, Customer Indemnitee will provide Provider with reasonable assistance with the defense of any Claim. In addition, at Customer's option, cost, and expense, Customer Indemnitee shall have the right to participate in the defense of any Claim with counsel selected by Customer Indemnitee.

4.2 Limitation of Liability

(a) TO THE EXTENT PERMITTED BY GOVERNING LAW, NEITHER PARTY NOR THEIR AFFILIATES, AGENTS OR CONTRACTORS, WILL BE LIABLE TO THE OTHER PARTY OR THEIR AFFILIATES, AGENTS OR CONTRACTORS FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES UNDER, ARISING OUT OF, OR RELATED TO THIS AGREEMENT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. THE FOREGOING LIMITATION ON LIABILITY SHALL, HOWEVER, NOT BE APPLICABLE TO PROVIDER'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

(b) To the extent permitted by Governing Law and except as provided in Section 4.2(g), a Party's liability to the other Party with respect to a Section 4.2 Event, irrespective of the number of Claims under, arising out of, or related to such Section 4.2 Event, shall be limited to the greater of (i) Five Thousand Dollars (\$5,000), or (ii) the amount that Customer is required to pay Provider

under this Agreement for the Services for the twelve (12) month period ending on the date of the occurrence of the applicable Section 4.2 Event.

(c) TO THE EXTENT PERMITTED BY GOVERNING LAW, NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL ANY OF THE OFFICERS, TRUSTEES, DIRECTORS, PARTNERS, BENEFICIARIES, JOINT VENTURERS, MEMBERS, STOCKHOLDERS OR OTHER PRINCIPALS OR REPRESENTATIVES OF EITHER PARTY, DISCLOSED OR UNDISCLOSED, EVER BE PERSONALLY LIABLE TO THE OTHER PARTY UNDER, ARISING OUT OF, OR RELATED TO THIS AGREEMENT (INCLUDING FOR DIRECT OR CONSEQUENTIAL DAMAGES), AND THE PARTIES HEREBY WAIVE THE RIGHT TO RECOVER DAMAGES FROM ANY SUCH PERSONS. AS TO AN INDIVIDUAL PERSON, HOWEVER, THE FOREGOING SENTENCE OF THIS SECTION 4.2(c) WILL NOT APPLY, WITH RESPECT TO DIRECT DAMAGES, TO AN INDIVIDUAL IN THE EVENT OF WILLFUL MISCONDUCT OR FRAUD BY SUCH INDIVIDUAL, OR TO AN EMPLOYEE OF CUSTOMER WHEN SUCH PERSON IS ACTING OUTSIDE THE SCOPE OF HIS OR HER EMPLOYMENT.

(d) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR THE FACILITATION AGREEMENT, IN NO EVENT SHALL INTERNET2 HAVE ANY LIABILITY TO CUSTOMER (i) UNDER, RELATING TO, OR ARISING OUT OF THIS AGREEMENT OR THE FACILITATION AGREEMENT, OR (ii) FOR THE ACTIONS (AS SUCH TERM IS DEFINED IN THIS AGREEMENT) OF ANY USERS, CUSTOMER, OR PROVIDER, INCLUDING FOR ANY BREACH BY EITHER PARTY OF THIS AGREEMENT.

(e) Provider waives any right to bring any Claims against any ES User. Such Claims may only be brought against Customer in such instance, will be subject to the limitations of liability set forth in this Section 4.2, and may only be brought against Customer if they are arising out of this Agreement. Notwithstanding the foregoing, Customer shall assist the Provider by communicating with ES Users to cease and desist from any unlawful activities and/or misuse of the Services, and in the event Customer does not assist Provider, Provider's waiver of its right to bring Claims as set forth in this section will be null and void. Without limiting the foregoing, under no circumstances shall Customer have any liability to Provider under, arising out of, or related to, the Facilitation Agreement, as Customer is not a party to the Facilitation Agreement and has not agreed to incur any obligations under the Facilitation Agreement. All obligations of Customer are set forth in this Agreement. For the avoidance of doubt, Internet2 and Provider may amend the Facilitation Agreement at any time without Customer's consent.

(f) Notwithstanding anything in this Agreement to the contrary, under no circumstances shall Customer, including under, or with respect to, this Agreement, have any liability to Provider relating to any Actions of any Non-ES User (and the Actions of Non-ES Users shall not be attributable to Customer), and Provider waives any right to bring any Claims against Customer relating thereto, including in connection with any violation of the Policies by a Non-ES User. Notwithstanding the foregoing, Customer shall assist the Provider by communicating with Non-ES Users to cease and desist from any unlawful activities and/or misuse of the Services, and in the event Customer does not assist Provider, Provider's waiver of its right to bring Claims as set forth in this section will be null and void.

(g) The monetary limitations on liability contained in Section 4.2 shall apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory, and regardless of whether a Claim is made during or after the Customer Term. But notwithstanding the foregoing, the monetary limitations on liability in Section 4.2(b) shall not apply as to such Party, as applicable: (i) with respect to the indemnification obligations of Provider under this Agreement; (ii) to liability for Damages caused by a Party's gross negligence or willful misconduct; (iii) to liability for personal injury or death caused by the negligence of a Party; (iv) to fraudulent misrepresentation by a Party; (v) to violation by a Party of the other Party's Proprietary Rights; and (vi) as to Provider, to any breach of Section 7 of this Agreement by Provider, or any

breach of, or inaccuracy in, Provider's representations and warranties in Section 10.2 of this Agreement. As to Customer's exposure for liability, clauses (ii) through (v) immediately above shall only apply to the extent such are permitted to apply under Governing Law, and without waiver of sovereign immunity, if applicable.

(h) Notwithstanding anything in this Agreement, Customer and/or its Users are solely responsible for appropriateness or content type of Customer Data made available to or by Services and Customer shall ensure that a process is established, maintained, and communicated to Users with respect to any claim the User may have with respect to the quality, accuracy, or appropriateness of Customer Data provided over or via the Services. Provider has no, and shall not incur any responsibility with respect to policing, or monitoring Customer Data and to the maximum extent permitted by law, Provider disclaims all liabilities to Customer, through any act or omission as it relates to the unlawful or unauthorized use of Services by Users

4.3 Infringement If Customer's use of the Services is, or in Provider's reasonable opinion is likely to become, enjoined or materially diminished as a result of a claim of infringement, misappropriation, or violation of any Proprietary Right of any third party, Provider will promptly notify Customer, and Provider will, at its sole cost and expense, (a) procure the continuing right to provide the applicable component(s) of the Services; or (b) replace or modify the applicable component(s) of the Services in a functionally equivalent manner so that they no longer infringe, misappropriate, or violate any Proprietary Right of any third party. If Provider is unable to accomplish either (a) or (b) within thirty (30) days after it provides the notification referenced above in this Section 4.3, without limiting any other rights or remedies of Customer against Provider, Customer will have the right to terminate this Agreement, just the applicable Customer Order Form(s), or just the applicable Services, whichever it so chooses, upon sending a termination Notice to Provider.

5. Termination and Effect of Termination

5.1 Termination

(a) If either Party materially breaches this Agreement, the non-breaching Party shall have the right to give the breaching Party written Notice of breach. If the material breach is not cured within forty-five (45) days after the breaching Party's receipt of such Notice (or such later date as may be specified in such Notice), the non-breaching Party shall have the right to terminate this Agreement, and if the non-breaching Party is Customer it will also have the right, if it wishes, to terminate the applicable Customer Order Form(s), or the applicable Service(s), whichever it so chooses.

(b) Each Party shall have the right to terminate this Agreement by giving the other Party Notice of termination in the event: (i) the other Party becomes insolvent or makes a general assignment for the benefit of creditors; (ii) a petition under the Bankruptcy Code is filed by the other Party; or (iii) a petition under the Bankruptcy Code is filed against the other Party and the other Party has not secured a dismissal of such petition within sixty (60) days after the petition is filed against the other Party.

5.2 Effect of Termination

(a) Notwithstanding anything in this Agreement to the contrary, termination of this Agreement shall result in the automatic termination of all exhibits and Customer Order Forms attached hereto.

(b) Upon termination of this Agreement for any reason, any and all liabilities accrued prior to the effective date of the termination shall survive. The provisions of this Agreement that by their nature are continuing will continue in full force and effect and will bind the Parties beyond any

termination of this Agreement, and any liabilities accrued before the date of termination will survive.

(c) Whenever a Party has an express right to terminate this Agreement, and as to Customer one or more of the Customer Order Forms, or any of the Services, unless expressly stated otherwise, such Party will not incur any liability to the other Party as a result of such termination except where otherwise expressly set forth in this Agreement.

(d) Notwithstanding anything in this Agreement to the contrary, if Customer terminates this Agreement, one or more of the Customer Order Form(s), or any Service(s), where Customer has a right to do so, without waiving any other rights Customer may have, Provider will: (i) promptly refund to Customer an amount equal to the Fees prepaid by Customer for any period of the applicable Customer Term which has not yet occurred if Customer has terminated this Agreement; and (ii) promptly refund to Customer an amount equal to the Fees prepaid by Customer for any period of the applicable Customer Term which has not yet occurred in connection with the Customer Order Forms if the Customer terminates such Customer Order Form but not this Agreement; or (iii) promptly refund to Customer an amount equal to the Fees prepaid by Customer for any period of the Customer Term which has not yet occurred in connection with any of the Services if the Customer terminates certain Services but does not terminate this Agreement or any Customer Order Forms. For example, if Customer had paid \$120,000 in Fees under this Agreement and the Customer Term was one year and Customer terminated this Agreement where it had a right to do so with four months remaining in the Customer Term, Provider would refund to Customer \$40,000.

(e) On the expiration or earlier termination of this Agreement, but before the Deletion Date, notwithstanding anything in this Agreement to the contrary, Provider will, at Provider's cost, fully cooperate with Customer in connection with any transition assistance that may be reasonably requested by Customer, as described in Section 7. Provider will cooperate with Customer and otherwise promptly take all steps required to assist Customer in effecting an extraction and export of all Customer Data on the terms set forth in Sections 7.7 through 7.10.

6. Confidential Information

6.1 Treatment of Confidential Information

(a) All Confidential Information shall be and remain the property of the Person whose Confidential Information it is.

(b) A Receiving Party (i) shall limit access to the Disclosing Party's Confidential Information solely to those of the Receiving Party's employees, or Contractor/Agents, who have a direct and immediate need to know such information in connection with the performance of its obligations under this Agreement, and (ii) shall protect the confidentiality of the Disclosing Party's Confidential Information using no less than a commercially reasonable degree of care, and at least to the same extent that the Receiving Party protects the confidentiality of its own confidential information.

(c) Unless, and then only to the extent, it has received the Disclosing Party's prior written consent, a Receiving Party shall not copy or reproduce any of the Disclosing Party's Confidential Information except as necessary for use in connection with performing its obligations under this Agreement or as required by Governing Law. In addition, and then only to the extent Provider has received Customer's prior written consent, Provider shall not remove or otherwise extract from Customer's facilities, or maintain on Provider's equipment, any Confidential Information of Customer

(d) A Receiving Party shall, after it becomes aware, promptly notify the Disclosing Party orally and in writing if any of the Disclosing Party's Confidential Information in Receiving Party's possession is the subject of a

Legal Request, or is improperly or impermissibly used, disclosed, copied, removed, or extracted, as applicable. Upon receipt of a Legal Request, the Receiving Party shall promptly, if permitted by Applicable Law, attempt to redirect the requesting third party to the Disclosing Party. If a Receiving Party's redirecting efforts are unsuccessful or impermissible, it shall, if permitted by Applicable Law, prior to disclosure, provide as much Notice of the Legal Request to the Disclosing Party (which Notice will include, if permitted by Applicable Law, a copy of the Legal Request) as is reasonably practicable to allow the Disclosing Party to seek a protective order or file a motion to quash.

6.2 Length of Confidentiality Obligation. The confidentiality obligations in this Sections 6 will survive for the Confidentiality Period. During the Confidentiality Period, Provider will promptly return to Customer or destroy Customer's Confidential Information on Customer's request without retaining any copies thereof, with any destruction confirmed in writing by Provider. Notwithstanding the foregoing, Provider shall not require any Confidential Information that it provides to Customer that is necessary for Customer's or its Users use of the Services to be returned or destroyed prior to the end of the Customer Term.

6.3 Any Conflict between Sections 6 and 7 Regarding Customer Data.

As to Customer Data, if there is any conflict between Sections 6 and 7, Section 7 will control. Nothing contained in this Section 6 will be deemed in any way to limit the obligations of Provider under Section 7, including with respect to more restrictive obligations under Section 7.

7. Customer Data

7.1 Rights in and to Customer Data

(a) As between Customer and Provider, all rights, including all Proprietary Rights, in and to Customer Data will remain at all times the exclusive property of Customer. This Agreement does not grant Provider any rights, title or interest, whether express or implied, in and to any data, content or intellectual property of Customer or any Customer Data, except for the limited right to Process Customer Data, and then only as expressly stated in this Agreement and solely to the extent necessary for Provider to fulfill its obligations under this Agreement. In no event will Provider gain any rights, title or interest, whether express or implied, in and to any data, content, or intellectual property of Customer or any Customer Data as the result of any Processing of such data, content, or intellectual property.

(b) Customer (including through one or more Customer Administrators) shall have the right, at all times during the Customer Term and thereafter until the Deletion Date, for any reason whatsoever in Customer's sole discretion (including for purposes of e-discovery or a Legal Request), to access, copy, remove, or extract any or all Customer Data, and to do so by using, at Customer's option, the Provider Platform, Provider Portal, or any applicable Customer Application for Customer. At any and all times prior to the Deletion Date, on Provider's receipt of a written request from Customer, Provider will, for no charge, (i) provide reasonable assistance to Customer to retrieve Customer Data in formats approved by Customer, and (ii) provide Customer with any existing logs or other information applicable to Customer in formats approved by Customer.

(c) If at all possible, Provider will provide Customer with at least five (5) business days' Notice prior to filing a petition seeking to take advantage of any law relating to the bankruptcy or insolvency of Provider and where possible will immediately provide Notice to Customer if Provider is adjudicated to be bankrupt, is the subject of a petition seeking the liquidation, reorganization, winding-up, dissolution or adjustment of indebtedness of Provider, if Provider becomes insolvent or makes an assignment for the benefit of creditors or if a receiver is appointed for Provider. If as a result thereof (i.e., of any of the foregoing) Customer is no longer able to access, copy, remove or extract Customer Data in the ordinary course of business, then within three (3) business days following Provider's receipt of written

request from Customer, Provider will, as specified by Customer in such written request, explain how the Customer Data is stored and can be accessed, and either (i) enable the Provider Platform for a period of at least thirty (30) days for use by Customer (including through one or more Customer Administrators) in order that Customer can access, copy, remove, and extract the Customer Data using the Provider Platform, Provider Portal or any applicable Customer Application; or (ii) electronically deliver to Customer in a readily usable format all of its Customer Data segregated on a per Account basis.

7.2 Data Privacy

(a) Provider will perform background checks on all personnel who have the potential to access any Customer Data. Such background checks will be performed in accordance with applicable law, including specifically (i) Social Security Number traces, (ii) seven (7) year felony and misdemeanor criminal records checks of federal, state and/or local records (as applicable) for job related crimes. Provider will ensure that personnel who have a felony conviction, who are listed on the OFAC, BIS or DDTC lists, or who otherwise have a negative background check as determined by Provider's reasonable employment policies (which must be consistent with Applicable Law) will not have access to any Customer Data.

(b) Provider will use Customer Data only for the purpose of fulfilling its duties under this Agreement and Provider will not share Customer Data with or disclose it to any third party except for a Provider Contractor/Agent, and then only as expressly provided for (and subject to the restrictions and limitations set forth) in this Agreement. By way of illustration and not of limitation, Provider will not use such data for Provider's own benefit and, in particular, will not engage in "data mining" of Customer Data or the sale of Personal Data.

(c) Without limiting any other restrictions on Provider in Sections 6 and 7, but in addition thereto, Provider shall only provide access to Customer Data to those employees and Provider Contractor/Agents who need to access the data to fulfill Provider's obligations under this Agreement and that are bound in writing by restrictions at least as stringent as all of those set forth in Sections 6 and 7 relating to Confidential Information and Customer Data, respectively. Provider will ensure that its employees and Provider Contractor/Agents who perform work under this Agreement have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement.

(d) Without limiting Provider's other obligations under this Agreement, Provider will comply with all requirements specified under Applicable Law with respect to the protection of Personal Data. Without limiting the foregoing, but in addition thereto:

(i) Provider agrees that Provider is a "School Official" (as that term is used in FERPA) with a "legitimate educational interest" in any Customer Data that is protected by FERPA and, therefore, Provider agrees that with respect to all Customer Data that is protected by FERPA that Provider Processes or controls, Provider will comply with all obligations that FERPA imposes on a School Official. Provider will ensure that each Provider Contractor/Agent is a "School Official" (as that term is used in FERPA) with a "legitimate educational interest" in any Customer Data that is protected by FERPA, and agrees that with respect to all Customer Data that is protected by FERPA that such Provider Contractor/Agent Processes or controls, such Provider Contractor/Agent will comply with all obligations that FERPA imposes on a School Official.

(ii) Provider makes no representations, warranties or covenants that it is or will become compliant with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA").

(iii) Provider's storage and management of Customer Data will in all respects, including administrative, physical and technical respects, meet the privacy and security standards set forth in the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801-6809 and its implementing regulations.

(e) Provider will not give one User (other than a User that is a Customer Administrator who may still only receive access to Customer's Customer Data) access to another User's Account or Customer Data unless the User whose Account or Customer Data is to be accessed has given Provider express written authorization to provide such access to another User.

(f) Provider will ensure that all servers that will Process Customer Data are located only in datacenters located in the continental United States and Canada. Provider may only Process Customer Data outside of the continental United States with the prior express written permission of Customer, and then only in such territory(ies) or country(ies) as identified in any such prior express written permission.

7.3 Data Security

(a) Provider will ensure that all facilities used to Process Customer Data will employ at least commercially reasonable best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Without limiting the foregoing obligations of Provider, (i) such measures will be no less protective than those used to secure Provider's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved, (ii) Provider will employ all commercially reasonable measures, including storage on separate physical media, to ensure that Customer Data and Account(s) are not accessed by any other customer of Provider unless Customer has given Provider written consent to provide such access, and (iii) Provider will not allow any media device that may contain Customer Data to leave Provider Service Locations without Customer's written consent.

(b) Provider will (i) use commercially reasonable security tools and technologies in connection with the Provider Platform; (ii) use commercially reasonable software application protection security technologies in the Provider Software; and (iii) promptly update and upgrade the tools and technologies referred to in (i) and (ii) as updates and upgrades to such tools and technologies become available, within no later than a commercially reasonable period of time from when the applicable updates and upgrades become available. Without limiting the foregoing obligations of Provider, at a minimum, Provider will use at least the same security tools and technologies in connection with the Services as it uses for its general business, commercial and enterprise customers. Provider will also comply with applicable industry standards now in effect or subsequently adopted relating to security tools and technologies for the types of services and software provided under this Agreement.

(c) Provider will use commercially reasonable tools and services to identify and protect against spam, harmful code, viruses, malware, phishing and other attacks.

(d) Provider has established, and will maintain, the data security policy and practices applicable to the Provider Platform as set forth in the Provider Online Information Security Policy, as such Provider Online Information Security Policy may be improved upon by Provider from time to time during the Customer Term.

(e) With regard to the data security practices of Provider in respect to Customer Data, throughout the Customer Term, Provider will at a minimum abide by data security practices that are at least as protective as the data security practices set forth in the Provider Online Information Security Policy in effect as of the Customer Agreement Effective Date.

(i) At a minimum, in the Provider Online Information Security Policy or otherwise upon request by Customer, Provider will supply information regarding (x) a detailed description of the level of security and encryption Provider will apply to Customer Data; (y) a detailed description of access security protocols utilized by Provider to prevent access to Customer Data by unauthorized third-parties, unauthorized Provider personnel, or other customers of Provider; and (z) a business continuity plan that details Provider's disaster recovery processes, policies and procedures, including the use of geographic redundancy, data backup/recovery, disaster recovery plan testing, and utilization of uninterruptible power supplies and backup generators, so that Provider will be able to continue to fulfill its obligations under this Agreement in the event of hardware failure, software failure, power failure, or the occurrence of any disaster or other event beyond the reasonable control of Provider. As it relates to Provider's business continuity plan in clause (z) of this Section 7.3(e)(i), Provider's information security processes will include disaster recovery testing that tests Provider's disaster recovery processes, policies and procedures no less than once every two years after the Customer Agreement Effective Date.

(ii) Intentionally Omitted.

(iii) Notwithstanding anything to the contrary contained herein or in the Provider Online Information Security Policy, in the event of any conflict between the terms and conditions of the Provider Online Information Security Policy and the other terms and conditions of this Agreement, the other terms and conditions of this Agreement will control.

(f) Without limiting any other provision in this Agreement, Provider will ensure that:

(i) within the twelve (12) month period prior to the Customer Agreement Effective Date and annually thereafter during the Customer Term (as well as promptly after any Security Incident), with respect to Provider and the Service Locations, as applicable, an Independent Third-Party Auditor conducted, and will conduct, the Audits, certified, and will certify, Provider and the Service Locations, as applicable, as compliant with SSAE 16, SOC 2, Type 2, and ISO 27001, and issued, and will issue, Provider the Audit Reports for itself and the Service Locations;

(ii) it provides true and correct copies of the then-current Audit Reports to Customer on or around the Customer Agreement Effective Date and within thirty (30) days of issuance for each additional Audit Report issued to Provider during the Customer Term for itself and its Third Party Service Locations; and

(iii) it promptly remediates any errors identified in an Audit Report that could reasonably be expected to have an adverse impact on the Services, and material control deficiencies identified in an Audit Report.

(g) For any physical media that Provider has used in relation to the storage of Customer Data, Provider will employ Physical Destruction or Digital Sanitization (i) when such physical media is either damaged or replaced, and (ii) following the end of the Customer Term and in accordance with the timing set forth in Section 7.8. With respect to clause (ii), Customer will have the right to elect to have either Physical Destruction or Digital Sanitization of the applicable media devices. If Customer elects Digital Sanitization and Provider's performance of Digital Sanitization is unsuccessful, Provider will then employ Physical Destruction.

7.4 Data Integrity, Loss and Availability Provider will take all commercially reasonable measures and all measures it generally provides to other business, commercial or enterprise customers, which will at a minimum be consistent with the Provider Online Information Security Policy, including regular data integrity audits, to protect against loss of Customer Data,

deterioration of Customer Data, and degradation of the quality and authenticity of Customer Data.

7.5 Response to Legal Requests and Demands or Requests for Data

(a) Upon Provider's receipt of a Legal Request in connection with any Customer Data, Provider will promptly attempt to redirect the requesting third-party to Customer to acquire any Customer Data. If Provider's redirecting efforts are unsuccessful, and, if not prohibited by Applicable Law from doing so, Provider will, prior to disclosure, provide as much Notice of the Legal Request to Customer (which Notice will include, if permitted by Applicable Law, a copy of the Legal Request) as is reasonably practicable to allow Customer to seek a protective order or file a motion to quash.

(b) If Provider receives a legal demand to provide information about Customer under the Communications Assistance for Law Enforcement Act, 18 U.S.C. §2522, Provider will immediately notify Customer, and provide Customer all other information reasonably requested by Customer relating thereto, including the point of contact at the Department of Justice in connection with such matter, if applicable.

7.6 Security Incident Response Without limiting Provider's other obligations or liabilities under this Agreement, whenever there is a Security Incident, Provider will promptly (a) notify Customer and the Customer Technical Contact of the Security Incident in a timely manner to meet the breach notification requirements under Applicable Law; (b) investigate the Security Incident; (c) provide Customer with detailed information about the Security Incident uncovered as a result of the investigation or otherwise known by Provider and Provider's remediation plan; and (d) take reasonable steps to mitigate the effects and to minimize any Damage resulting from the Security Incident. Following the occurrence of a Security Incident, Provider will (i) take prompt and appropriate corrective action aimed at preventing the reoccurrence of a similar Security Incident in the future, including remediation of any errors or control deficiencies identified in a Security Incident and (ii) provide Customer with a post Security Incident report.

7.7 Data Retention and Disposal. Provider will maintain Customer Data in a User's Account and will not Securely Delete or otherwise delete Customer Data in a User's Account: (a) unless Customer or the applicable User deletes such Customer Data; or (b) until Provider deletes such Customer Data after termination or expiration of the Customer Term in strict accordance with Section 7.8 below (including with respect to the timing for deletion set forth in Section 7.8). Optional archiving services available as part of the Provider Platform will enable Customer to immediately place a "hold" on the destruction of Customer Data that has been archived.

7.8 Data Transfer Upon Termination or Expiration. Following the end of the Customer Term, Provider will retain Customer Data in Customer's Accounts (the account features and functionality of which will then be limited to data retrieval features and functionality) until the Deletion Date. On the Deletion Date, Provider will disable Customer's Accounts and Securely Delete the Customer Data.

7.9 Retention Period

(a) No later than three (3) business days prior to the termination of the Customer Term, Customer shall contact Provider and inform Provider in writing whether it wishes to have its Retention Period end on the date that the Customer Term terminates or whether it wishes to have its Retention Period end on the date that is ninety (90) days after its Customer Term terminates. If Customer does not timely make an election pursuant to the previous sentence, Customer shall not be deemed in breach of this Agreement and Customer's Retention Period shall end on the date that is ninety (90) days after its Customer Term terminates.

(b) Commencing on the Deletion Date, Customer shall not be able to extract the Customer Data from Customer's Account(s).

7.10 Features Notwithstanding anything to the contrary contained in this Agreement and without limiting any of Provider's obligations set forth in this Agreement, if at any time during the Customer Term Provider agrees with its other business, commercial or enterprise customers generally to a greater obligation concerning or related to data privacy, data security or data integrity than is set forth in Section 7 of this Agreement, Provider will, at its sole cost and expense, thereafter also provide Customer with the benefit of the greater obligation that Provider agreed to fulfill for its other business, commercial or enterprise customers generally, except to the extent that Customer does not wish Provider to have such greater obligation as to Customer and so notifies Provider. Without limiting Provider's obligations under Section 9.2 and this Section 7.10, Provider agrees that it will not make any Modifications or take any other actions that will require Customer to pay additional amounts in order to continue using the Services unless Customer agrees in writing otherwise.

7.11 Questionnaire. After the Customer Agreement Effective Date, Provider shall promptly complete the Questionnaire and shall promptly provide to Customer, either by making it available on a publicly accessible website or through such other means as agreed to by Customer.

8. Provider Proprietary Rights, Restrictions and Disclaimers

8.1 Proprietary Rights. The Services are licensed and/or provided, and not sold, to Customer. Provider reserves all rights in the Services not expressly granted to Customer or its Users under this Agreement. No title to or ownership of any Provider Software or Documentation of Provider is transferred to Customer, who shall have the right to use the Provider Software and Documentation as permitted under this Agreement.

8.2 Restrictions Except as otherwise set forth in this Agreement (including in Section 2.1), Customer shall not (a) market, license, sell, distribute, lend, rent, give, assign, or transfer the Services to a third party; (b) disassemble, reverse engineer or decompile the Provider Software, or prepare derivative works from any component of the Services, or attempt to discover any portion of the source code or trade secrets therein (but this clause shall not limit Customer's rights to develop Customer Applications in accordance with this Agreement); or (c) remove, obscure or alter any notice of copyright, trademark or other proprietary right appearing in or on any component of the Services.

8.3 Disclaimers. OTHER THAN THE EXPRESS WARRANTIES (AND THEN AS TO PROVIDER ONLY AND NO OTHER PERSON) SET FORTH IN THIS AGREEMENT, (a) NEITHER PROVIDER NOR ANY OTHER PERSON PROVIDES ANY EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH THE SERVICES, AND (b) PROVIDER HEREBY EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE DISCLAIMERS SHALL APPLY EXCEPT TO THE EXTENT, IF AT ALL, THAT GOVERNING LAW DOES NOT PERMIT THEM.

9. Provider Policies, Modifications, and Suspensions

9.1 Provider Policies

(a) Notwithstanding anything in the Policies or this Agreement to the contrary, (i) the Policies do not apply to Customer or ES Users (and regardless of whether Customer or ES Users clicked-through or otherwise agreed to the terms of the Policies), except that certain portions of the Policies shall inure to the benefit of Customer and ES Users to the extent set forth in the last sentence of Section 9.1(c), and (ii) Provider hereby waives any right to bring any Claims against Customer and ES Users under, arising out of, or relating to the Policies.

(b) The Policies only apply to Non-ES Users. Access to the Services by Non-ES Users is subject to those Non-ES Users complying with the Policies.

(c) In the event of any conflict between the terms and conditions of the Policies and the terms and conditions of this Agreement, the terms and conditions of this Agreement will control. If the Policies, which, for the avoidance of doubt, include any modifications to the same, contain any terms or conditions that pertain in any way to data ownership, data privacy, data security, data integrity, data retention or data transfer, and this Agreement is silent on the matters addressed by any such terms and conditions contained in the Policies, such terms and conditions contained in the Policies will be deemed to conflict with the terms and conditions of this Agreement unless they in no manner whatsoever limit the obligations of Provider to, or otherwise adversely affect, any Non-ES User. In addition, notwithstanding anything in Section 9.1(a), 9.1(b), or Section 10.12 to the contrary, if the Policies impose any obligations, restrictions or liabilities on Provider that are not already included in this Agreement (e.g., liabilities in addition to, and not in lieu of, those liabilities of Provider set forth in this Agreement), such portions of the Policies will be deemed to be incorporated by reference into this Agreement to the benefit of Customer and all Users, but such portions of the Policies will not be deemed to bind Customer or ES Users, including by imposing any obligations, restrictions or liabilities on Customer or ES Users.

(d) With respect to any modification of either of the Policies, (i) Provider will provide to Customer via e-mail to the Customer Administrator(s) the greater of (x) sixty (60) days advance Notice, or (y) the amount of notice Provider generally provides to its other business, commercial or enterprise customers, and (ii) if Customer reasonably believes that such modification will adversely affect any Non-ES User, Customer will have the right to terminate this Agreement, just the applicable Customer Order Form(s), or just the applicable Service(s), whichever it so chooses, upon sending a termination Notice to Provider.

(e) Provider represents that other than the Policies, there are no other forms of "terms of service," "terms of use," "end user license agreement," "privacy policy," or the like that are otherwise generally applicable to some or all persons who use the Services.

9.2 Modification of Services

Provider may make Modifications to the Services from time to time. Provider supports one active version of code for the Services and will be updating that code with new product features and fixes on a monthly basis, in accordance with processes identified in this section with respect to Updates and Modifications. Bug fixes, corrections, minor updates, and minor enhancements (collectively called "Updates") will be made to the Services every month. Provider will provide at least sixty (60) days advance notice to Customer (via e-mail to Customer Administrator(s)) of any material adverse changes to the Services, and in no event less advance notice of each Modification as Provider generally provides to any of its other business, commercial or enterprise customers. Notwithstanding the foregoing, Provider will not remove any of the material functionality or features of the Services except on twelve (12) months' notice to Customer (via e-mail to Customer Administrator(s)) unless otherwise agreed to in writing by Provider and Customer. Modifications will not be automatically implemented in the Customer environments; instead, the Modifications will be client-enabled, meaning that Customer can use these client-enabled Modifications in its test environment for up to twelve (12) months and Customer can choose to enable these Modifications in their production environment any time within this twelve (12) month period. After twelve (12) months, these client-enabled Modifications will be automatically enabled within Customer's production environment. In the event of a planned Modification or the removal of any functionality or features of the Services, Customer will have the right to send Provider a notice of objection, and Provider shall discuss any objections Customer may have with the proposed Modifications. Upon the Modification implemented in Customer's test environment, Customer may terminate the

affected Customer Order Form(s) upon sending sixty (60) days prior termination notice to Provider and a pro-rata refund will be paid for unused portion of Fees paid. Following any termination, any Fees owed based on liabilities accrued prior to the effective date of the termination will be paid by Customer in accordance with payment terms in this Agreement.

9.3 Suspension of Services

(a) Provider will have the right to suspend a User's or Customer's access to the Services, in whole or in part, only (i) if Provider reasonably believes that such User's or Customer's use of the Services represents a direct or indirect threat to Provider's network operation or integrity or to any Person's use of the Services; (ii) if Provider reasonably believes that such User's or Customer's use of the Services constitutes a disruption, where a disruption includes distribution of unsolicited advertising or chain letters, defamatory, libelous or offending content, propagation of computer worms and viruses, or unauthorized use of the network to enter, or attempt to enter, another network machine or Provider's other customers' instances; (iii) if reasonably necessary to prevent unauthorized access to Customer Data; (iv) to the extent necessary to comply with Applicable Law; or (v) where Provider reasonably believes or suspects there has been a material breach of the restrictions on use of the Services set forth in this Agreement or the Policies, including any breach claimed by any person or entity that the Customer Data or Customer branding infringes their intellectual property rights (e.g., a DMCA claim). Provider will provide Customer with (x) reasonable advance Notice of any suspension and the reason for such suspension, and (y) an opportunity to discuss the matter with Provider before such suspension occurs, unless such delay will materially harm Provider, Provider's network, or any Person's use of the Services, or enable unauthorized access to Customer Data, or if such delay is not allowed under Applicable Law (in which cases Provider will promptly notify Customer of such suspension once it has occurred), or if Provider is unable to provide such advance Notice due to compliance with Applicable Law.

(b) As to any suspension permitted in Section 9.3(a), Provider will (i) use reasonable efforts to suspend only the minimum portion of the Services necessary to address the issues giving rise to the suspension; and (ii) suspend the provision of the Services to only the Users whose Actions necessitated the suspension if at all practicable. In addition, Provider will promptly restore a User's or Customer's access to the Services once the reason for the suspension is no longer present.

(c) Customer will have the right at any time(s) to suspend or terminate any of its Users' access to the Services in accordance with Customer's policies or practices.

10. Miscellaneous

10.1 Mutual Representations and Warranties Each Party represents and warrants to the other that (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of this Agreement, except, with respect to Provider, from Internet2 to the extent required by the Facilitation Agreement; and (c) the execution, delivery and performance of this Agreement does not violate the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

10.2 Additional Representations and Warranties of Provider In addition to Provider's representations and warranties set forth above and notwithstanding anything to the contrary contained in this Agreement, Provider represents and warrants to Customer that (a) Provider has the power and authority to grant Customer the rights set forth in Section 2.1, and, without limiting the foregoing, that the Services, to the best of Provider's knowledge, shall be free of any rightful claim of any third party by way of

infringement, misappropriation, or the like; (b) the Services shall conform in all material respects to the Documentation; (c) Provider is an "Equal Opportunity Employer"; (d) Provider is not and will not be delinquent on the payment of any undisputed taxes due to any state in the United States or country or jurisdiction in which Customer is located if such delinquency may harm Customer or may materially impact Provider's ability to comply with one or more of its obligations under this Agreement; (e) Provider has not been barred in any jurisdiction from contracting as a result of a conviction for bid-rigging or bid rotating or as a result of a conviction or admission of bribery or attempted bribery; (f) no officer, director, partner or other managerial agent of Provider has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or under any state or federal securities laws within five (5) years from the date hereof; and (g) the Services are and will remain in conformance with all federal disability laws, including Section 508 of the Rehabilitation Act, and will also remain in conformance with Level AA of the W3C Web Content Accessibility Guidelines 2.0.

10.3 Press Releases and Other Public Disclosures

(a) Except for Customer's right set forth in Section 10.3(b), neither of the Parties shall have the right to issue a public statement or press release regarding, or otherwise publicly discuss, this Agreement without the prior written consent of the other Party.

(b) Notwithstanding anything to the contrary in this Agreement: (i) Provider shall not have the right to publicly disclose Customer's name without Customer's prior written permission; and (ii) subject to Provider's style guidelines, Customer shall have the right during the Customer Term to identify Provider as a provider, supplier or commercial partner of Customer, whichever is applicable, in connection with this Agreement, and in connection therewith, to display Provider's supplied logo on its website and other Provider pre-approved (in writing) marketing materials.

(c) Internet2 shall have the right (i) to issue a public statement or press release disclosing, or otherwise publicly disclose that Customer has agreed to receive the Services from Provider in connection with the "Internet2 NET+ Program," and (ii) in connection therewith, subject to Customer's style guidelines, to display Customer's supplied logo on the website of Internet2 and any marketing materials pre-approved in writing by Customer.

10.4 Open Source License Restrictions. Provider will not use, incorporate, modify, distribute, provide access to, or combine the computer code of Customer with any other computer code or intellectual property in a manner that would subject Customer's computer code to Open Source License Terms.

10.5 Support Services and Service Level Agreements. Provider will at all times comply with the support and service level agreement sections of Exhibit A. Provider will within thirty (30) minutes after any outage send Customer Notice of the outage via e-mail to e-mail addresses to be designated by Customer or provide Notice in another prompt manner if the outage affects e-mail service.

10.6 Insurance

(a) Provider represents and warrants that it has in force, and will maintain in force throughout the Customer Term and thereafter to ensure Customer is protected, adequate workers' compensation, commercial general liability, errors and omissions, cyber liability insurance and other forms of insurance policies sufficient in nature and amount to protect from the conduct, acts or omissions of Provider, its employees and Provider Contractor/Agents. The insurance shall include adequate coverage for (i) liability arising from theft, dissemination, and/or use of Customer Data; (ii) network security liability arising from the unauthorized access to, use of, or tampering with computer systems; and (iii) liability arising from the

introduction of a computer virus or other malicious code or functionality into, or otherwise causing damage to a computer system, data, network or similar related property. Each insurance policy will have only such deductibles as are reasonable and customary.

(b) Provider will ensure that the commercial general liability policies and cyber liability policies referenced in Section 10.6(a) will all include Customer and its invitees, guests, partners, principals, employees, agents, servants, representatives, successors, and assigns as additional insureds in connection with the activities and services of Provider, its employees and Provider Contractor/Agents contemplated by this Agreement. Such insurance will be occurrence based policies, will include blanket contractual liability of Provider under this Agreement and will remain in effect throughout the Customer Term and for at least as long as the last Retention Period after the termination of this Agreement.

(c) Upon request from Customer at any time, Provider will promptly forward to Customer a certificate of insurance verifying that Provider has the insurance set forth in this Section 10.6.

10.7 Contractual Relationship and Third Party Beneficiaries

(a) The Parties are entering into this Agreement as independent contracting parties. This Agreement shall not be construed to create an association, joint venture, partnership or employee/employer or agent/principal relationship between the Parties or to impose any partnership liability upon any Party.

(b) The Parties acknowledge that Internet2 is not a reseller of the Services, and that Provider (i) is the sole provider of the Services to Customer, (ii) will provide the Services directly to Customer, (iii) is not a subcontractor or agent of Internet2, and (iv) is not in any way providing the Services to Customer on behalf of Internet2. Without limiting the foregoing, but for the avoidance of doubt, (x) Internet2 is not an agent of Provider or Customer, (y) Internet2 shall not have any liability to Customer or Provider under, arising out of, or related to this Agreement, including in connection with the actions or omissions of, or breach of this Agreement by, Provider or Customer, and Provider and Customer hereby waive any Claims against Internet2 in connection therewith, and (z) all references, representations, warranties and covenants made in this Agreement (including in any exhibits attached hereto), whether express or implied, concerning in any way Provider and/or any of the Services, are made by Provider and not by or in conjunction with Internet2.

(c) Internet2 shall be deemed a third-party beneficiary of this Agreement with respect to the following Sections: 4.2(d), 10.1, 10.3(c), 10.7(b), and 10.19.

10.8 Contractors/Agents; Third Party Services

(a) Provider shall have the right to use Provider Contractor/Agents. All Actions of Provider Contractor/Agents when acting on Provider's behalf in connection with this Agreement are attributable to Provider for all purposes under this Agreement. Without limiting the foregoing, Provider will ensure that each of its agreements with Provider Contractor/Agents include provisions requiring that the Provider Contractor/Agents agree to abide by and comply with, to the same extent that Provider is obligated to abide by and comply with under this Agreement, the obligations, representations, covenants, warranties and agreements of Provider.

(b) Customer shall have the right to use Customer Contractor/Agents.

(c) If Customer requests or selects any third party software or services to be integrated or used with the Provider Platform or Services, Customer agrees that Provider may allow such third party providers to access Customer Data as required for the interoperation of such software or

services with the Provider Platform or Services. Any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider. Provider shall not be responsible for any disclosure, modification or deletion of Customer Data resulting from any such access by a third party provider.

10.9 Notices. Any Notice made by either Party to the other must be made in writing (except where otherwise expressly stated in this Agreement that oral notice or email notice is permitted) and will be effectively given if addressed to the Party to be notified and deposited in the United States Postal Service using certified or registered mail, postage prepaid with return receipt requested, or shipped by a nationally recognized overnight courier service, or delivered in person to such Party. Any Notice mailed is effective three (3) days after it is deposited in a depository of the United States Postal Service or overnight services, and any Notice delivered in person to a Party will be effective when received. Notices must be addressed to:

If to Customer:

Customer South Dakota Board of Regents
Name:
Address: 306 E Capitol Avenue, Ste. 200
 Pierre, SD 57501-2545

Attn:

Email:

With (copy) to:

Name:

Address:

Attn:

Email:

If to Provider:

Name: D2L Ltd.
Address: 500 York Road
 Towson, MD 21204
Attn: Legal Department
Email: legal@D2L.com

With (copy) to:

Click or tap here to enter text.

If to Internet2:

UCAID/Internet2
 100 Phoenix Dr., Suite 111
 Ann Arbor, MI 48108
 Attn: James A. Pflasterer, Chief Financial Officer
 Email: japflasterer@internet2.edu

With (copies) to:

UCAID/Internet2
 1150 18th Street NW, Suite 900
 Washington, DC 20036
 Attn: General Counsel

When required under this Agreement, Notice will be provided to the following technical contact (s):

Customer Technical Contact(s):

Attn:

Email:

Attn:

Email:

10.10 Non-waiver. The failure of either Party to insist upon or enforce strict performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement will not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision, right or remedy in that or any other instance.

10.11 Assignment. Neither Party will assign all or any part of this Agreement without the other Party's written consent. Notwithstanding the foregoing, each Party shall have the right, upon providing advance notice to the other Party, to assign or transfer all of its rights and obligations under this Agreement (a) to an Affiliate or (b) in connection with a merger or a sale of all or substantially all of its assets or stock (and then only to the merged or purchasing entity), provided that in the event of assignment under either (a) or (b), such assignee/transferee agrees to be bound by the terms and conditions of this Agreement (and for the avoidance of doubt any assignment by Provider to a Person must include an assignment to such Person of all of Provider's responsibilities, obligations, etc. under the Agreement). Any assignment or delegation to the contrary will be deemed void from inception. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns. Provider will not assign its rights and obligations under this Agreement except where it is also assigning to the same Person its rights and obligations under the Facilitation Agreement.

10.12 Integration. This Agreement, including all exhibits and Customer Order Forms that are, or may be hereafter, attached to this Agreement constitutes the entire agreement, and supersedes any and all prior agreements, whether written or oral, between the Parties with regard to the subject matter hereof. Notwithstanding the foregoing, Exhibits C and D of this Agreement shall not be incorporated into this Agreement, except to the extent set forth in the last sentence of Section 9.1(c).

10.13 Customer PO. Any Customer PO shall only be used to facilitate the purchasing of Services by Customer and will not have the effect of amending or modifying this Agreement, or altering the obligations or rights of the Parties with respect to the Services or otherwise in connection with the subject matter of this Agreement.

10.14 Severability. If any provisions of this Agreement are conclusively determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement will remain in full force and effect.

10.15 Governing Law; Dispute Resolution. This Agreement will be construed and enforced in accordance with Governing Law, without reference to its choice of law rules. The Parties agree that any legal action or proceeding under, arising out of, or related to this Agreement shall be brought exclusively in the courts located in the state in which Customer's main campus is located and each Party waives any objection to the propriety or convenience of such venues. Without limiting the foregoing, the Parties agree to act in good faith with respect to this Agreement and efforts to resolve any dispute. Subject to Section 4.2, nothing in this Section 10.15 will preclude the Parties from any rights or remedies under the law, including the right to seek equitable relief without first seeking to resolve a dispute informally.

10.16 Compliance with Applicable Law. Provider will comply with all Applicable Laws in connection with the subject matter of this Agreement, and its performance under this Agreement.

10.17 No Drafting Presumption and Construction. The terms of this Agreement will not be construed either in favor or against either Party by

virtue of a Party's involvement in preparing or reviewing this Agreement, as each Party had the opportunity to review, and have its counsel review, the terms of this Agreement prior to its execution. Throughout this Agreement, the terms "includes" or "including" shall mean, respectively, "includes, but is not limited to," or "including, but not limited to." In addition, headings used herein are for convenience only and shall not have any separate legal effect.

10.18 Counterparts; Signature by Electronic Means Only. This Agreement may be signed in counterparts, which together constitute the Agreement. A signature delivered by electronic means or by facsimile will be considered an original.

10.19 Usage Report. Customer consents to Provider sharing with Internet2 all information regarding Customer's use of the Provider Platform as is necessary for Provider to comply with Section 7.2(b) of the Facilitation Agreement, which section provides as follows: "On or about the first day of each month during the Facilitation Term, Provider will provide Internet2 with all information regarding Customers' aggregate use of the Services during the prior month. In addition, on or about the first day of each anniversary of the Facilitation Term, Provider shall provide Internet2 with all information regarding Customers' aggregate use of the Services during the prior twelve (12) month period (which information in this instance shall not be categorized by month, but instead shall consist of annual totals for the prior twelve (12) month period). Provider will also provide Internet2 on an ongoing basis with access to reports on the Provider Platform and Internet2 may copy and retain those reports as Internet2 may deem reasonably necessary. Provider will aggregate and anonymize all such information referenced in this Section 7.2 so that no Customer Data is identifiable from the information provided in connection with the reports referenced above."

10.20 Hardware and other Equipment. As of the Customer Agreement Effective Date, Provider is not offering any hardware or other equipment under the Facilitation Agreement. If at any time Provider begins to offer any hardware or other equipment in connection with the Facilitation Agreement, the Parties will amend this Agreement to reflect the necessary changes thereto if Customer wishes to receive such hardware or other equipment.

10.21 Access to Customer's Premises or Systems. If Provider needs to gain access to Customer's premises or systems, Provider will obtain Customer's advance written consent, which at Customer's option may be conditioned on Provider executing an agreement that Customer requires third-parties to execute under such circumstances.

10.22 Scope of Employment. For purposes of this Agreement, any references in this Agreement relating to whether a Person was acting in the scope of his or her employment with Customer will be construed to mean that a Person was acting in the scope of his or her employment with Customer if and only if Customer reasonably determines that such Person was acting in the scope of his or her employment, and Customer notifies Provider of the same.

11. Definitions. The following terms when capitalized have the meanings specified below:

"Account" means an account for Customer, a Customer Administrator or a User that is created using the Services.

"Actions" means, individually and collectively, actions, omissions, representations, covenants, or warranties.

"Additional Customer Order Form Effective Date" means the effective date of an additional Customer Order Form, as contemplated in Section 3.1(c).

(a) **"Affiliate"** means, with respect to any Person, any Person controlling, controlled by or under common control with such Person.

"AICPA" means the American Institute of Certified Public Accountants.

"API" or "Application Programming Interface" means the interfaces and protocols that are provided by Provider to Customers for the purpose of Customers' development of solutions and applications that can operate with the Services on an automated or scripted basis.

"Applicable Law" means, with respect to any Person, matter or thing, any Federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any Authority then applicable to such Person, matter or thing. Applicable Law includes Governing Law.

"Audit Reports" means the SOC 2 Report, the ISO 27001 Report, and the Service Location Audit Report, collectively.

"Audits" means, collectively, (a) a SSAE 16, SOC 2, Type 2 audit examination of Service Locations (inclusive of the primary data centers from which Provider provides the Provider Platform to Customers), that is conducted in accordance with AT section 101 of the AICPA attestation standards, (b) an audit of Provider Service Locations and Third Party Service Locations (inclusive of the primary data centers from which Provider provides the Provider Platform to Customers), for compliance with ISO 27001, and (c) an annual security audit of Provider Service Locations and Third Party Service Locations (inclusive of the primary data centers from which Provider provides the Provider Platform to Customers) to be performed by an Independent Third-Party Auditor in accordance with applicable industry security standards. This defined term is not meant to include the financial audits reference in Section 3.2.

"Authority" means any governmental, quasi-governmental, regulatory or administrative body, agency or authority, any court or tribunal of judicial authority, any arbitrator or any public, private or industry regulatory authority, whether national, Federal, state or local.

"Claim(s)" means, individually and collectively, claims, actions, demands, suits, or proceedings. For the avoidance of doubt, Claims shall include Claims brought by an Authority.

"Confidential Information" means all proprietary or non-public information, data, systems, deliverables, technology, methodologies, specifications, trade secrets, software, business plans, operations, products, methods, procedures, reports, customers, services, equipment, systems and facilities of a Disclosing Party identified as confidential or that would reasonably be considered confidential, regardless of the form or method of communication, and any requirements owned by a Disclosing Party or licensed by a Disclosing Party from a third party. Confidential Information does not include: (a) information that is (i) at the applicable time available to the public without breach of this Agreement, (ii) obtained from a third party having no obligation of confidentiality with respect to such information, or (iii) independently developed by the Receiving Party without reference to Confidential Information of the Disclosing Party; and (b) this Agreement. For the avoidance of doubt, Customer Data shall be considered Confidential Information.

"Confidentiality Period" means the period that commences on the Effective Date and ends five (5) years after termination of this Agreement, unless a longer period of time is required by Governing Law.

"Contract Year" means each twelve (12) month period during the Customer Term (commencing on the first day of the Customer Term and thereafter commencing on each anniversary of the first day of the Customer Term).

"Contractor/Agent(s)" means Customer Contractor/Agents or Provider Contractor/Agents.

"Customer Administrator(s)" means an individual person or persons assigned by Customer as a primary manager for the Services with the authority to create and manage Accounts within the Provider Platform that are associated with Customer.

“Customer Applications” means applications developed by Customer that connect to the Provider Platform via the API.

“Customer Contractor/Agent(s)” means any independent contractors, subcontractors, or other non-employees that perform any of Customer’s obligations hereunder or act on behalf of Customer in connection with this Agreement.

“Customer Data” means all data, inclusive of metadata, including Personal Data and all binary text, sound, image, video or other files, including, applications, that are uploaded to, transmitted by, accessed by, processed by, or stored on the Provider Platform based on this Agreement by, or on behalf of, Customer or any User through Customer’s or any User’s use of the Services or created by Customer or a User through use of the Services.

“Customer Indemnitees” means, collectively, Customer, its successors, assigns, Affiliates and subsidiaries and each of their respective members, managers, directors, officers, shareholders, agents, employees and representatives.

“Customer Order Form” means each document attached to (and incorporated by reference into) this Agreement as an order form that is used by Customer to contract for Services, and which is executed by both Provider and Customer. A current version of the Customer Order Form is set forth in Exhibit F. For the avoidance of doubt, “Customer PO’s” are not Customer Order Forms.

“Customer PO” means an order or similar type of document submitted by Customer in connection with this Agreement. None of the exhibits or Customer Order Forms to this Agreement are a Customer PO.

“Customer Requested Billing Date” means the billing date requested by a Special Billing Date Customer as set forth in Section 3(c).

“Customer Term” means the period of time commencing on the Customer Agreement Effective Date and (a) ending on the last day of the Initial Customer Term if there are no Renewal Customer Terms, or (b) otherwise ending on the last day of the last Renewal Customer Term.

“Damages” means, individually and collectively, damages, costs, liabilities, and losses and expenses, including reasonable attorneys’ fees.

“Deletion Date” means the date that is ten (10) business days after the end of the Retention Period.

“Digital Sanitization” means using a digital sanitization tool on damaged or physically replaced media in order to ensure the destruction of Customer Data stored on such media.

“Disclosing Party” means the Party that is disclosing Confidential Information to the Receiving Party.

“Documentation” means any written or electronic documentation that Provider provides or makes available to Customer. For the avoidance of doubt, the Provider Platform includes the Documentation related to it, and the Provider Software includes the Documentation related to it.

“ES User” means any User who is or was an employee of Customer, but such User is only considered an ES User with respect to his or her Actions that were within the scope of his or her employment with Customer at the time they were taken. For the avoidance of doubt, with respect to the Actions of a current or former employee that were taken outside the scope of his or her employment with Customer (or were taken at a time when such person was not an employee of Customer), such person will be considered a Non-ES User in such circumstances, and Customer will not have any responsibility or liability in connection therewith. Without limiting the foregoing, ES Users also exclude any User who was never an employee of Customer, such as a student that attends Customer’s institution, and Customer will also not have any responsibility or liability in connection with any such User.

“Facilitation Agreement” means the “Type A” facilitation agreement executed by Provider and Internet2 that provides, among other things, Internet2 with the right to market the Services to certain Persons.

“Fee(s)” means the amounts payable by Customer to Provider under this Agreement in connection with Provider’s provision of Services to Customer (including applicable taxes, if any). For clarification, when not used as a defined term, “fee(s)” shall have the common meaning of fee(s), price(s), cost(s), or charge(s).

“FERPA” means the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, and its implementing regulations.

“Governing Law” means, if Customer is an institution of higher education, the law of the state in which Customer’s main campus is located. If Customer is not an institution of higher education, “Governing Law” means the state where Customer’s principal place of business is located.

“Independent Third-Party Auditor” means a reputable independent third-party auditor (a) experienced in conducting in-depth audits of third-party service organizations and issuing service organization control reports in accordance with statements on auditing standards issued by the Auditing Standards Board of the AICPA; and (b) accredited to conduct (i) SSAE 16, SOC 2, Type 2 audits of third-party service organizations, and (ii) audits of third-party service organizations for compliance with ISO 27001.

“Initial Customer Term” means the term indicated in Section 1 of this Agreement.

“ISO 27001 Report” means an ISO 27001 service organization control report.

“Launch Term” means the time period between the Customer Agreement Effective Date and the Customer Requested Billing Date.

“Legal Request” means a request pursuant to Applicable Law (including any public records law or regulation) purporting to require disclosure of Customer Data or any other Confidential Information.

“Modification” means a significant change to features or functionalities of the Services, or new major features or functionalities.

“Non-ES User” means any User who is not an ES User.

“Notice” means any notice, communication, request or reply made by one Party to the other Party in connection with this Agreement.

“Open Source License Terms” means third-party license terms that require that computer code be generally (a) disclosed in source code form to third parties; (b) licensed to third parties for the purpose of making derivative works; or (c) redistributable to third parties at no charge.

“Party” means Provider or Customer. The plural refers to both Provider and Customer, collectively.

“Person” means an individual, partnership, corporation, limited liability company, university, trust, decedent’s estate, joint venture, joint stock company, association, unincorporated organization, governmental body or agency, or other entity.

“Personal Data” includes personal identifiers such as name, address, phone number, date of birth, Social Security Number, and student or personnel identification number; personally identifiable information contained in student education records as that term is defined under FERPA; IP address; driver’s license number; other state- or federal-identification numbers such as passport, visa or state identity card numbers; account number or credit or debit card number, or an account number or credit card number in combination with any required security code, access code or password that would permit access to an individual’s financial account; and such other data and information as may be specified by Applicable Law as “personal data” or the equivalent thereof.

“Physical Destruction” means physically destroying damaged or physically replaced media through crushing, shredding, incineration and/or melting in order to ensure the inaccessibility of Customer Data stored on such media.

“Policies” means, individually and collectively, the Terms of Service and the Privacy Policy.

“Privacy Policy” means the privacy policy of Provider that is applicable to certain Users, as specified in Section 9.1. A current copy of, or link to, the Privacy Policy is set forth in Exhibit C, as such Privacy Policy may be modified from time to time by Provider, but subject to Section 9.1.

“Process” means, individually and collectively, access, process, transmit, receive, or store.

“Processing” means, individually and collectively, accessing, processing, transmitting, receiving, or storing.

“Proprietary Right” means any patent, copyright, trademark, trade secret or other intellectual property or proprietary right.

“Provider Contractor/Agent(s)” means any independent contractors, subcontractors, or other non-employees that perform any of Provider’s obligations hereunder or act on behalf of Provider in connection with this Agreement.

“Provider Online Information Security Policy” means the document referred to as the online information security policy of Provider set forth at <https://www.d2l.com/security/>, or any replacement site designated by Provider of which Provider notifies Customer, as such Provider Online Information Security Policy may be improved upon by Provider from time to time during the Customer Term.

“Provider Platform” includes, as of the Customer Agreement Effective Date, the features and functionality described on Exhibit A as being part of the Provider Platform, and all additions, updates, new versions and new releases thereof made by Provider from time to time following Notice to Customer. This definition is not meant to limit Provider’s obligations under Sections 9.2.

“Provider Portal” means a secure online portal (e.g., website) provided by Provider through which each Customer is able to (a) manage Accounts within the Provider Platform (including, all updates, new versions and new releases of the Provider Platform) and (b) manage, and locate technical information about, the deployment and use of each component of the Provider Platform.

“Provider Service Locations” means data centers owned or operated by Provider from which Provider provides the Provider Platform to Customers.

“Provider Software” means the software applications that are set forth and/or described on Exhibit A as being part of the Provider Software, and all additions, updates, new versions and new releases thereof made by Provider from time to time following Notice to Customer. This definition is not meant to limit Provider’s obligations under Section 9.2.

“Questionnaire” means the Cloud Security Alliance Consensus Assessment Initiative Questionnaire. The Questionnaire can be found at <http://cloudsecurityalliance.org/research/grc-stack/>.

“Receiving Party” means the Party that is receiving Confidential Information of the Disclosing Party.

“Renewal Customer Term(s)” means each one (1) year period for which this Agreement is renewed, and which periods occur after the end of the Initial Customer Term and begins on an anniversary of the Customer Agreement Effective Date.

“Retention Period” means the ninety (90) day period immediately following the date the Customer Term expires or is earlier terminated, except that if Customer notifies Provider that Customer wants the Retention Period to end on the date the Customer Term expires or is earlier terminated, the Retention Period will end on such date for Customer.

“Section 4.2 Event” means an act, omission, representation, covenant or warranty giving rise to any Claim(s) under, arising out of, or related to this Agreement.

“Securely Delete” means, with respect to Provider’s deletion of Customer Data, that no Person will be able to reasonably locate or extract the Customer Data from the Provider Platform after the Deletion Date.

“Security Incident” means any of the following: (a) any unlawful or unauthorized access to any Customer Data stored on equipment used by or on behalf of Provider or in facilities used by or on behalf of Provider; (b) any unlawful or unauthorized access to any equipment used by or on behalf of Provider or in facilities used by or on behalf of Provider that has resulted in, or Provider reasonably expects may result in, loss, disclosure or alteration of Customer Data or any such equipment or facilities; or (c) any incident for which Provider is unable to promptly determine whether any unlawful or unauthorized access to any Customer Data stored on any such equipment used by or on behalf of Provider or in facilities used by or on behalf of Provider has occurred.

“Service Location Audit Report” means an audit report in connection with the Service Locations that will (a) address the control procedures used at the Service Location(s), including specifically an assessment of (i) whether the control procedures were suitably designed to provide reasonable assurance that the stated internal control objectives would be achieved if the procedures operated as designed, and (ii) whether the control procedures operated effectively at all times during the reporting period, and (b) in the case of data loss or misuse, identify the data that was lost or misused, identify the Person responsible, identify what steps the Service Location has taken to mitigate the impact of the data loss or misuse, and what corrective steps the Service Location has taken to ensure such data loss or misuse does not reoccur.

“Service Locations” means Provider Service Locations and Third Party Service Locations.

“Services” means, individually and collectively, the Provider Platform, the Provider Software (if any), the Support Services, the Provider Portal, and any other services identified in Exhibit A as being offered by Provider to Customer.

“SOC 2 Report” means a SSAE 16, SOC 2, Type 2 service organization control report.

“Special Billing Date Customer” means a Customer that elects a Customer Requested Billing Date.

“Special Billing Date Customer Contract Year” means each twelve (12) month period during the Customer Term commencing on the first Customer Requested Billing Date and thereafter commencing on each anniversary of the Customer Requested Billing Date.

“SSAE” means the Statement on Standards for Attestation Engagements.

“Support Services” means any support services identified in Exhibit A.

“Terms of Service” means the terms of service applicable to certain Users, as specified in Section 9.1. A current copy of, or link to, the Terms of Service is set forth in Exhibit D, as such Terms of Service may be modified from time to time by Provider but subject to Section 9.1.

“Third Party Service Locations” means any data center from which Provider provides the Provider Platform to Customer that is not owned or operated by Provider as well as the owner or operator of such data center.


“User(s)” means any individual who is utilizing the Services through Customer.

In witness whereof, the Parties have executed this Agreement effective as of the Customer Agreement Effective Date.

ACCEPTED AND AGREED:

D2L Ltd.

South Dakota Board of Regents

DocuSigned by:


E5E3144A6BD1431...

Name

Brandon Nussey

Title

CFO

Date

July 26, 2017 | 4:55 PM EDT

DocuSigned by:


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Name

Title

Date

7/26/2017

EXHIBIT A**1. Provider Platform****THE BRIGHTSPACE NET+ BUNDLE INCLUDES:**

- **Learning Environment** to offer an innovative combination of easy, flexible, and smart teaching and learning tools, built-in accessibility adherence, powerful measurement and assessment options, and standards-based technology.
- **Learning Repository** to upload, store, manage, and share content and learning resources
- **ePortfolio** to expand learning engagement, networking, and collaboration
- **Core Analytics and Advanced Analytics** to drive strategic improvements and impactful decision making based on actionable data
- **Brightspace Data Platform** providing near real-time reporting with data from across the entire learning ecosystem
- **Bronze Support:** providing telephone support Monday to Friday from 8am to 8pm in your time zone, and the ability to submit incidents via email 24x7x365. *Upgraded support packages available for an additional cost.*
- **Smart Start Essentials Implementation:** Provider provides a primary point of contact and materials to help guide you through a successful client-led implementation based on standard configurations. *Smart Start Platinum available for an additional cost.*
- **Basic Training:** includes virtual Administrator Tools training for Learning Environment, Learning Repository and ePortfolio, and basic Insights training. Also includes access to more than 400 video tutorials for all users. *Standard and custom packages available for an additional cost.*

2. Provider Software**INTENTIONALLY BLANK****3. Support Services**

Support shall be as specified below.

4. Definitions

- 4.1 Emergency means an Incident that is time critical, materially impairs the use of applications and is essential to the operation of Customer's business.
- 4.2 General Support means access to the client web site, general notifications, advisories, newsletters and similar services.
- 4.3 Incident means a query regarding, or user-identified concern about the Provider Platform.
- 4.4 Support means Provider Platform assistance, help desk and remote support, updates, fixes, and other services set out in this Support Services section.

5. Authorized Support Contact Name(s) (ASC)

5.1 Customer shall provide name(s) of its Authorized Support Contact(s) (or "ASCs") to Provider. Authorized Support Contact(s) will have privileges to log and monitor Support. Authorized Support Contact(s) may access Provider's client website (www.Brightspace.com) for information about how to obtain documentation and available updates. The Authorized Support Contact may contact Provider Support up to the number of Incidents specified below in section 15 based on the level of Support selected.

6. Support

- 6.1 Provider provides Support to Customer during the times specified in the table below in section 15 based on the level of Support selected.
- 6.2 Support is available to record Incidents, explain the functions and features of the Provider Platform and clarify the contents of documentation. Incidents may be submitted through Provider's web-based portal, or using a predefined Provider Support email address, or by calling the Provider helpdesk.

7. Remote Access

- 7.1 To allow Provider to assess Incidents in the Provider Platform, Customer shall use reasonable efforts to permit Provider remote access to Customer's systems.

8. Additional Authorized Support Contact(s); Number of Contacts

8.1 Additional Authorized Support Contact(s) beyond the number specified in the table below in section based on the level of Support selected, may be available at an additional cost. Please contact Provider for further information.

9. Escalation

9.1 If Provider is unable to resolve a request in a reasonable length of time, or if the priority or severity of the request changes due to external factors, the request will be escalated. Provider support may request additional information to assist in the understanding of the problem. Escalation may require further research by the Help Desk, consultation of other Provider support staff members, and/or consultation with the Provider development team.

10. Other Services

10.1 Customer may not use Support for services other than Support. Services not identified in this Support Services section, including training, implementation, modifications, configuration and communications, are charged at the applicable rates for such services.

11. Language of Support

11.1 All Support will be provided in the English language unless agreed otherwise in writing. If Support is provided in another language without written agreement, then there is no guarantee of follow-up or to provide further Support in a language other than English.

12. Termination

12.1 Support is terminated when the Agreement expires or is terminated.

13. Reinstatement

13.1 If Customer is in default for payment under the Agreement, Provider may, at its option, (a) charge a reinstatement fee to reinstate Support and charge for future Support according to Provider's then-current support policies; or (b) decline to provide Customer Support.

14. End Users

14.1 If Customer elects to purchase optional end user support, End user Support for questions about the Provider Platform will be available to Customer's end users via the options listed in the table in section 15 based on the level of support selected.

15. Support Features Table

	Bronze	Silver	Gold
Incidents included per month	5 (Additional monthly contacts, are available at the cost set forth in the applicable Order)	Unlimited	Unlimited
Approved Support Contacts	1 ASC	2 ASCs	3 ASCs
Hours of Support	8:00am to 8:00 pm EST Mon-Fri	24x7x365	24x7x365
Incident Reports	N/A	N/A	Monthly
SLO Reports	N/A	N/A	Quarterly
Cloud Performance Dashboard	N/A	N/A	Yes
Root Cause Analysis Reporting	N/A	N/A	N/A
Historical Incident Access	Yes	Yes	Yes
Support Review Meetings	N/A	N/A	Semi-Annual
End User Support Access	N/A	Chat, Email, and Web	Chat, Email, Web and Phone

16. **Severity Level Definitions & Target Response Times**

Severity Levels	Scope
Severity 1 – Emergency:	
Provider Platform is down; critical problem with a very high impact on day-to-day use	Provider Platform is not accessible to any users Critical tools needed for normal operation are not usable Critical data is not accessible Data is being lost due to a problem with the Provider Platform The security of the Provider Platform is being compromised
Severity 2 – High	
Use of the Provider Platform is significantly impaired, making it very difficult to use in the manner intended	Provider Platform is up and running yet users are unable to access entire components Presence of the problem prevents a particular tool or function from working and there are no alternatives to achieve the desired end result A problem that is causing significant impact to portions of the Provider Platform. For example, a high number of users in a class having difficulty posting information in a discussion area, or users cannot access a specific course. Custom tools that are not working after an upgrade
Severity 3 – Moderate	
All major functionalities of the Provider Platform are working and the installation is up and running, but there are several small Incidents within some functionalities that make the Provider Platform difficult to use; minimal impact on the Provider Platform as a whole	Problem is not serious by nature No data loss Overall Provider Platform has not failed Unexpected results within routine tool or function An Incident limited to a small number of users Incidents specific to a user not significantly affecting use of the Provider Platform
Severity 4 – Low (default)	
Authorized Support Contact needs instructions, minor issues with little to no impact on the Provider Platform as a whole. Informational requests about the Provider Platform, feature requests and general inquiries are considered low in severity. All tickets default to “Low Severity” initially.	No effect on Provider Platform Minor questions on usability, informational requests about the Provider Platform, or feature requests Isolated unexpected behavior that cannot be reproduced and has little to no impact on the Provider Platform or the users

Administrator Support

Support Offering Level	Service Level Objective (SLO)	Severity Level	Initial Incident Engagement	Communication Frequency*	Target Resolution Time
Bronze	80% (Within Time Shown)	One	4 Hours	N/A	N/A
		Two	24 Hours	N/A	N/A
		Three	48 Hours	N/A	N/A
		Four	48 Hours	N/A	N/A
Silver	80% (Within Time Shown)	One	60 Minutes	N/A	24 Hours
		Two	24 Hours	N/A	3 Business Days
		Three	48 Hours	N/A	7 Business Days
		Four	48 Hours	N/A	7 Business Days
Gold	80% (Within Time Shown)	One	30 Minutes	Every 4 hours	24 Hours
		Two	4 Hours	Every 8 Hours	48 hours
		Three	12 Hours	Daily	72 Hours
		Four	24 Hours	Daily	5 Business Days

End User Support

Support Offering Level	SLO	Web Response	Phone Response	Chat Response
Silver + Basic EU	80% (Within Time Shown)	60 Minutes	N/A	90 Seconds
Gold + Standard EU	80% (Within Time Shown)	60 Minutes	45 Seconds	90 Seconds

Service Level Commitment

a. Definitions

Available means the Provider Platform is available for Customer’s use.

Cloud Services Fees means the fees for the hosting by Provider or its vendors of the Provider Platform for Customer’s access and use under this Agreement (i.e.; the fees attributable to the “Brightspace Net+ Bundle License Fee” described in Provider’s pricing in this Agreement).

Downtime means those times in which the Provider Platform is not Available, not including Emergency Unavailability and Scheduled Unavailability.

Emergency Unavailability means those times when the Provider Platform is unavailable for Customer use resulting from an event that is outside Provider’s commercially reasonable control to mitigate unavailability through industry standard processes and network design or those unavailable events arising from Customer error or negligence.

Measurement Period means each calendar month commencing from the effective date. Each calendar month shall constitute a distinct Measurement Period.

Scheduled Unavailability means the times in which the Provider Platform is not Available: 1) in accordance with posted maintenance schedules which may, in the sole discretion of Provider, be changed from time-to-time on 30 days’ notice, or; 2) as a result of an agreement between Customer and Provider (for example, to accomplish an update).

b. Availability. Throughout each Measurement Period the Provider Platform shall be Available at least 99.9% of the time.

c. Downtime and Emergency Unavailability. Provider shall undertake commercially reasonable efforts to rectify any Downtime or Emergency Unavailability.

d. Notice of Emergency Unavailability. If possible, Provider shall make commercially reasonable efforts to provide Customer reasonable notice prior to making the Provider Platform unavailable for Customer use during Emergency Unavailability.

e. Reporting, Investigation & Classification. Customer shall report incidents to Provider Support that it considers Downtime immediately, but in no event later than 24 hours from when Customer became aware of, or reasonably should have become aware of, the occurrence; failure to do so shall disentitle Customer to any credit for that incident under this Agreement. In reporting, Customer shall provide Provider sufficient information to investigate and classify the incident, including: date, duration, and description of occurrence. Provider shall investigate and reasonably classify any reported outage/occurrence as Scheduled Unavailability, Emergency Unavailability, or Downtime. In making its classification, Provider shall rely solely upon its own statistics software and monitoring equipment.

f. Downtime Credit. If after investigation and classification, Provider determines that Downtime during the Measurement Period was such that Availability fell below the level stated in this section, Customer shall be entitled to a credit on Cloud Services Fees during the relevant Measurement Period, calculated on the following basis:

Availability (x = Availability)	Customer credit
99.9% ≤ x	N/A
99.5% ≤ x < 99.9%	1% of Customer’s Cloud Services fee for that Measurement Period
99% ≤ x < 99.5%	2.5% of Customer’s Cloud Services fee for that Measurement Period
98% ≤ x < 99%	5% of Customer’s Cloud Services fee for that Measurement Period
x < 98%	10% of Client's Cloud Services fee for that Measurement Period

g. Remedy. Any credit so determined may only be applied against subsequent Cloud Services Fees invoiced for the next annual period and shall be Customer’s sole remedy if that Availability falls below the level stated in this section; provided, however, that if this Agreement is terminated or expires such that the entire credit cannot be applied for Customer’s benefit, Provider shall promptly refund such amount to Customer.

EXHIBIT B

Rates

1. Provider Rates

See “Attachment A: D2L Brightspace Net+ Pricing” to this Exhibit B.

All amounts listed in Section 1 of this Exhibit B (and the related Attachment) are exclusive of taxes.

2. Modifications to Rates

As long as Provider provides Customer with at least ninety (90) days’ notice on each occasion, once per year after the first anniversary of the Customer Agreement Effective Date, Provider may increase the rates set forth in Section 1 of this Exhibit B up to a maximum of five percent (5%) per year.

3. Provider Warranty

As to each Service, Provider represents and warrants to Customer that the rates set forth in Section 1 of this Exhibit B are at least ten percent (10%) below Provider’s then-current listed rates for such Service. In the event Provider advertises or otherwise causes a general decrease in its list price for any such Service (the “**Decrease**”), the rates will automatically be decreased for such Service so that they are still at least ten percent (10%) below Provider’s then-current list price for such Service, which reduction on rates will be effective no later than sixty (60) days after the Decrease.

Attachment A to Exhibit B: D2L Brightspace Net+ Pricing

	<2,499	2,500-6,999	7,000-13,999	14,000-23,999	24,000-99,000	>100,000
Brightspace Net+ Bundle License Fee	\$13.25/user	\$11.80/user	\$10.53/user	\$9.75/user	\$8.80/user	\$8.75/user
<i>Learning Environment</i>	Included	Included	Included	Included	Included	Included
<i>Learning Repository</i>	Included	Included	Included	Included	Included	Included
<i>ePortfolio (2GB with lifelong access)</i>	Included	Included	Included	Included	Included	Included
<i>Core & Advanced Analytics</i>	Included	Included	Included	Included	Included	Included
<i>Mobile Applications</i>	Included	Included	Included	Included	Included	Included
<i>Brightspace Data Platform</i>	Included	Included	Included	Included	Included	Included
<i>Video (Asynchronous and Synchronous)</i>	Included	Included	Included	Included	Included	Included
<i>Learning Outcomes, Self- Paced Learning & CBE</i>	Included	Included	Included	Included	Included	Included
<i>Open APIs</i>	Included	Included	Included	Included	Included	Included
<i>Data Storage (500MB/FTE)</i>	Included	Included	Included	Included	Included	Included
Bronze Support	Included	Included	Included	Included	Included	Included
Cloud Services	Included	Included	Included	Included	Included	Included
Integrations: Standard SIS, HRIS, SSO, LDAP	Included	Included	Included	Included	Included	Included
Smart Start Essentials Implementation Package	\$11,400	\$14,900	\$14,900	\$14,900	\$17,400	Call for quote
Basic Training	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000

Each tier in the table above provides a price per FTE (license fee). Any current D2L customer paying more per FTE than the price listed in their applicable tier will receive the new pricing on their anniversary date. To receive this new rate, customers must sign a minimum of a 3-year extension to their existing contract, and sign up under the Net+ contract terms and conditions.

THE BRIGHTSPACE NET+ BUNDLE INCLUDES:

- **Learning Environment** to offer an innovative combination of easy, flexible, and smart teaching and learning tools, built-in accessibility adherence, powerful measurement and assessment options, and standards-based technology.
- **Learning Repository** to upload, store, manage, and share content and learning resources
- **ePortfolio** to expand learning engagement, networking, and collaboration
- **Core Analytics and Advanced Analytics** to drive strategic improvements and impactful decision making based on actionable data
- **Brightspace Data Platform** providing near real-time reporting with data from across the entire learning ecosystem
- **Bronze Support:** providing telephone support Monday to Friday from 8am to 8pm in your time zone, and the ability to submit incidents via email 24x7x365.
Upgraded support packages available for an additional cost.
- **Smart Start Essentials Implementation:** D2L provides a primary point of contact and materials to help guide you through a successful client-led implementation based on standard configurations. *Smart Start Platinum available for an additional cost.*
- **Integrations:** Standard SIS, HRIS, SSO and LDAP
- **Basic Training:** includes 2 seats of live, virtual public Administrator training and 4 seats of live, virtual public Instructor Tools training for Learning Environment, private training for up to 8 Administrators and 12 Instructors for both Learning Repository and ePortfolio, and basic Insights training. Also includes access to more than 400 video tutorials for all users. *Standard and custom packages available for an additional cost.*

Contract Conditions:

5-year contract with 0% annual increase during initial contract term, with 50% transition discount* (see below for eligibility details) on Annual Fees in Year 1, OR

3-year contract with 5% annual increase during initial contract term.

* The 50% transition discount in year 1 of a 5-year contract is for new D2L customers only; existing D2L customers are not eligible to receive the transition discount, but will be able to take advantage of the lower pricing and cost reduction on their annual contract if they are currently paying more than the current pricing tier.

Multi-Institution System Bids:

The pricing contained here reflects a single institution. D2L will work with I2 to determine specific pricing and configuration requirements for both 'All in' or 'Opt in' pricing for multi-institution or system wide bids.

If Product/Service is not included in this Agreement:

If there is a new service or offering that has not been included in this Agreement, D2L may add it to the Agreement via written notification to Internet2 (email is acceptable)

A-la-carte Offerings

D2L offers a number of optional value added products, and has flexibility with respect to how these value added products can be deployed in your organization. For example, these products may not necessarily need to be deployed across your entire organization, and can be priced accordingly. D2L can provide pricing options for these value added products in more detail upon request. Implementation fees may apply.

	<2,499	2,500-6,999	7,000-13,999	14,000-23,999	24,000-99,000	>100,000
Student Success	\$5.00	\$ 4.00	\$3.20	\$2.56	\$2.05	\$1.64
LeaP	\$5.00	\$ 4.00	\$3.20	\$2.56	\$2.05	\$1.64
Capture for Students	\$4.00	\$3.20	\$2.56	\$2.05	\$1.64	\$1.31

Student Success: to proactively identify at-risk students and intervene to improve their rate of success

LeaP: to help guide instruction and foster a personalized and engaging learning experience

Capture for Students: to deliver lecture and presentation capture and webcasting

Support Upgrades

Bronze Support is included in the Brightspace Net+ Bundle (detailed on page 1)

PACKAGE	FEE	DESCRIPTION
Silver Administrator Support	12% of license fee	<ul style="list-style-type: none"> 24x7x365 email, telephone, and web-based support for a number of named contacts Unlimited number of incidents per month
Gold Administrator Support	15% of license fee	Same as Silver Administrator plus: <ul style="list-style-type: none"> Priority queuing and major incident management Monthly incident reporting Quarterly SLO reporting Semi-annual reviews of support service experience Annual product roadmap review meetings
Silver with End User Support	18% of license fee	Same as Silver Administrator plus: <ul style="list-style-type: none"> 24x7x365 Chat and Email Incident Reporting for End Users
Gold with End User Support	28% of license fee	Same as Gold Administrator plus: <ul style="list-style-type: none"> 24x7x365 Telephone Incident Reporting (D2L-branded 800# for your end users) for End Users 24x7x365 Chat and Email Incident Reporting for End Users

Technical Account Manager Services

The TAM Program has four levels of service that offer a progressively increasing level of access and support:

PACKAGE	FEE	DESCRIPTION
1:10	\$25,000	<ul style="list-style-type: none"> 10% TAM's time over year as percentage Bi-weekly meetings to discuss operational issues and actions 1 face-to-face session per year (onsite or conference) Annual roadmap review Annual application health-check analysis and reporting Semi-annual enhanced performance and user adoption reporting (TAM reports) Quarterly reporting on status and priority of submitted feature enhancements
1:5	\$50,000	<ul style="list-style-type: none"> 20% TAM's time over year as percentage Weekly meetings to discuss operational issues and actions 1 face-to-face session per year (onsite or conference) Semi-annual roadmap review Annual application health-check analysis and reporting Annual enhanced performance and user adoption reporting (TAM reports) Semi-annual reporting on status and priority of submitted feature enhancements
1:2	\$125,000	<ul style="list-style-type: none"> 50% TAM's time over year as percentage Weekly meetings to discuss operational issues and actions 3 face-to-face sessions per year (onsite or conference) Semi-annual roadmap review Semi-annual application health-check analysis and reporting Quarterly enhanced performance and user adoption reporting (TAM reports) Quarterly reporting on status and priority of submitted feature enhancements
1:1	\$250,000	<ul style="list-style-type: none"> 100% Dedicated TAM's time over year as percentage Weekly meetings to discuss operational issues and actions 4 face-to-face sessions per year (onsite or conference) Custom roadmap review Custom application health-check analysis and reporting Custom enhanced performance and user adoption reporting (TAM reports) Custom reporting on status and priority of submitted feature enhancements

Advisory and Consulting Services

Advisory and Consulting Services includes the following core modules:

- Strategic planning and program management
- Communication and marketing strategies
- Organizational readiness and engagement
- Faculty readiness and engagement

Each package includes elective modules in the base cost, as outlined below. Additional Elective modules can be purchased at any time.

PACKAGE	<2,500 FTE	<10,000 FTE	<50,000 FTE
	Core + 1 Elective	Core + 2 Electives	Core + 3 Electives
COST	\$9,600	\$24,600	\$45,000
ELECTIVE MODULES	\$1,800 / module	\$3,600 / module	\$7,200 / module
Training plan creation / optimization			
Assessment practices planning			
Outcomes planning service			
Competency-based education service			
Return on investment/value of investment studies			
Digital strategy			
Preparing for a data strategy			
Preparing for data governance			
Courseware services and/or training			

Implementation Upgrade

Smart Start Essentials is included in the Brightspace Net+ Bundle (detailed on page 1)

	<2,499	2,500-6,999	7,000-13,999	14,000-23,999	24,000-99,000	>100,000
Smart Start Platinum	\$18,000	\$29,000	\$29,000	\$29,000	\$50,000	Call for quote

	SMART START ESSENTIALS	SMART START PLATINUM
	Client-led implementation: D2L provides a single point of contact and materials to help guide you through a successful implementation based on a standard configuration.	D2L-led Implementation: D2L leads this process for you by providing a consultative and collaborative implementation service, leveraging our experience and best practices, to ensure a successful implementation for more custom requirements.
Project Team	<ul style="list-style-type: none"> • Leadership Sponsor • Implementation Consultant • Brightspace Trainer • Customer Success Representative 	<ul style="list-style-type: none"> • Leadership Sponsor • Project Manager • Implementation Consultant • Implementation Specialist • Brightspace Trainer • Customer Success Representative
Solution Configuration	<ul style="list-style-type: none"> • Implementation Workbooks • Deployment on Standard Configuration • Solution Standard Configuration Document 	<ul style="list-style-type: none"> • Implementation Workbook Assistance • Deployment of Standard Configuration • Configuration based on client specific requirements • Client Specific Visioning, Needs Analysis and Solution Configuration Document • D2L completes configuration of key variables within Brightspace
Enablement Material	<ul style="list-style-type: none"> • Brightspace 101 Implementation Course – Implementation Enablement Material • Faculty Enablement Toolkit • Community Enablement Material • Access to product guides, effective practices resources, product documentation, webinar program, help packages and toolkits 	<ul style="list-style-type: none"> • Brightspace 101 Implementation Course • Faculty Enablement Toolkit • Community Enablement Material • Access to product guides, effective practices resources, product documentation, webinar program, help packages and toolkits. • 2-hour virtual session with D2L Instructional Designers – creating inspiring courses in Brightspace
Integrations	<ul style="list-style-type: none"> • Configuration of Integrations within Brightspace 	<ul style="list-style-type: none"> • Configuration of Integrations within Brightspace • Assistance with testing of integrations
Course Conversion	<ul style="list-style-type: none"> • Enablement of course conversion tools. This includes Bulk Conversion Tools that allow migration of multiple courses at once 	<ul style="list-style-type: none"> • Enablement of course conversion tools. This includes Bulk Conversion Tools that allow migration of multiple courses at once • Assistance with review of the first 5 converted courses.
Training	<ul style="list-style-type: none"> • Includes Online Video Tutorials for Brightspace Administrators, Instructors and Students • Learning Repository (.5 day) Virtual Administrator Tools training included, based on bundle purchased • ePortfolio (.5 day) Virtual Administrator Tools training included, based on bundle purchased • Brightspace Instructor-Led (fee-based) and self-directed (free) training options 	<ul style="list-style-type: none"> • Includes Online Training Videos for Brightspace Administrators, Instructors and Students • Learning Repository (1 day) Administrator and Instructor Tools training included, based on bundle purchased • ePortfolio (.5 day) Administrator and Instructor Tools training included, based on bundle purchased • Brightspace Instructor-Led (fee-based) and self-directed (free) training options

Premium SIS Integration Upgrade

Standard SIS integration is included in the Brightspace Net+ Bundle (detailed on page 1). A premium upgrade solution is offered to clients that have some or any of the following requirements or needs:

- Real-time capabilities
 - Deep integration with LIS compliant SIS Vendor
 - Deep integration with Banner
 - Flexibility to change configuration
- XML formatted SIS data to validate against a schema
 - Any custom or special processing
 - Client cannot provide data in the D2L-specified CSV format
 - Client wants to leverage our expertise and experience

The Premium SIS integration can be implemented using different technologies depending on your needs and the capabilities of your SIS. The Premium SIS Integration Options are IPSIS LIS, Banner Adapter (BIC), or Holding Tank (vendor agnostic). Data transfer with any of these premium options happens in real-time and/or batch.

	<2,500 FTE	<10,000 FTE	<50,000 FTE
IMPLEMENTATION	\$18,500	\$24,500	\$30,000
ANNUAL FEE	\$6,500	\$6,500	\$6,500

Training Upgrade

STANDARD PACKAGE

Cost: \$12,500 with Smart Start Essentials

Cost: \$7,500 with Smart Start Premium

Notes:

Basic Training included in the Brightspace Net+ Bundle (detailed on page 1)

Cost assumes virtual delivery. Travel costs for onsite delivery not included.

Additional private training can be purchased at a daily rate of \$2,500 / day plus travel

	ALL TRAINING IS CUSTOMIZED TO YOUR IMPLEMENTATION AND IS PERFECT FOR A TRAIN THE TRAINER ROLL OUT MODEL
Learning Environment	Administrator Tools: One (1) day of Private Training with up to 8 participants Instructor Tools: Two (2) days of Private Training with up to 12 participants
ePortfolio	Administrator Tools: A half (.5) day of Private Training with up to 8 participants Instructor Tools: One (1) day of Private Training with up to 12 participants
Learning Repository	Administrator Tools: A half (.5) day of Private Training with up to 8 participants Instructor Tools: A half (.5) day of Private Training with up to 12 participants
Insights	Training components are covered during implementation process.
General	Over 400 video tutorials plus user guides

CUSTOM PACKAGE

Understanding that each client's needs are unique, we offer the flexibility to design custom training packages. Let us help you build the perfect package designed for your unique needs based on the training options above. Contact D2L Sales Executive for more information and to set up your needs assessment.

EXHIBIT C

Privacy Policy

<http://www.d2l.com/legal/privacy/>

The above referenced Privacy Policy describes Provider’s practices regarding the collection and use of information provided by Customer’s students. It is applicable only as set forth in the Agreement and does not supersede any provisions in the Agreement, including those regarding confidentiality or compliance with laws. For clarity, Customer’s students accessing the Provider Services provided under this Agreement are considered “enterprise users” as that term is used in the Privacy Policy, to the extent the Privacy Policy is applicable. The “enterprise user” terminology used in the Privacy Policy is not intended to reflect, relate to, or in any way supersede the distinction set forth in this Agreement between ES Users and Non-ES Users.

EXHIBIT D

Terms of Service

End user terms of use may apply to mobile applications installed by end users; such terms are between D2L and the individual installing the application, and do not supersede the terms of this Agreement. The current version of D2L's end user terms shall be available at: <https://www.d2l.com/legal/brightspace-eula/>.

EXHIBIT E**Governing Law Restrictions**

1. Replace section 3.1(f) with:

Within forty-five (45) days of invoice receipt, Customer shall pay to Provider, in U.S. dollars, all undisputed Fees set forth in such invoice. Customer shall notify Provider in writing of any good faith disputes regarding any Fees within forty-five (45) days of receipt of the applicable invoice (otherwise Customer waives its right to dispute the applicable Fees after such period). Customer shall cooperate in good faith with Provider to resolve any disputed Fees as soon as possible (but no later than forty-five (45) days after Customer sent Notice of the dispute). Customer shall pay to Provider all resolved Fees, if any are owed, within forty-five (45) days after the dispute is resolved.

2. Insert section 5.1 (c):

Customer termination of this Agreement in connection with a Non-appropriation pursuant to Section 10.23 shall not be deemed a default or breach of this agreement, but will otherwise be effected as provided under Sections 5 and 7 of this Agreement.

3. Replace section 7.9 (a) with:

No later than three (3) business days prior to the termination of the Customer Term or earlier termination date specified pursuant to Section 5, Customer shall contact Provider and inform Provider in writing whether it wishes to have its Retention Period end on the date that the Customer Term terminates or whether it wishes to have its Retention Period end on the date that is ninety (90) days after its Customer Term terminates; provided that Customer may require extensions exceeding ninety days where additional time is necessary to extract all Customer Data using the retrieval features and functionality made available by Provider pursuant to Section 7.8. If Customer does not timely make an election pursuant to the previous sentence, Customer shall not be deemed in breach of this Agreement and Customer's Retention Period shall end on the date that is ninety (90) days after its Customer Term terminates.

4. Replace paragraph 10.15 Governing Law; Dispute Resolution with:

The Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of South Dakota, without reference to choice of law principles. Any disputes arising out of or related to the Agreement shall be brought only in circuit court of the Sixth Judicial Circuit in Hughes County, South Dakota, following good-faith efforts by the parties to negotiate a resolution; and the parties hereby submit to the sole and exclusive jurisdiction of such court waiving the objection to the propriety or convenience of such venues. Without limiting the foregoing, the Parties agree to act in good faith with respect to this Agreement and efforts to resolve any dispute. Subject to Section 4.2, nothing in this Section 10.15 will preclude the Parties from any rights or remedies under the law, including the right to seek equitable relief without first seeking to resolve a dispute informally.

5. Insert section 10.23:

Non Appropriation Customer is obligated only to pay such Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the State's then current fiscal year. If the State fails to budget, appropriate or otherwise make available funds for payments following the then current fiscal year, this Agreement shall be deemed terminated at the end of the then current fiscal year. If the State amends its current fiscal year budget and appropriation to reduce Customer's expenditure authority, and if Customer concludes that it must terminate this agreement in response to such legislative action, this Agreement shall be deemed terminated at the date stipulated in Customer's notice to Provider. Customer agrees to deliver notice to Provider of such termination at least 60 days prior to the end of the then current fiscal year, or as soon as practicable in the event that reductions in current fiscal year budgets and appropriations require termination of this agreement, but failure to give such notice shall not extend the term beyond such then current fiscal year or beyond the date stipulated in the notice of a mid-year budget reduction. Termination under this clause shall not be deemed to be a default.

6. Replace section 11 definition for Damages with:

"Damages" means, individually and collectively, damages, costs, liabilities, and losses and expenses, but not reasonable attorneys' fees. (Under *Lewis v. State Dep't of Transp.*, 2003 SD 82, ¶ 21, 667 NW2d 283 specific legislation is required before a state agency may be subject to claims for attorney fees.)

EXHIBIT F

Customer Order Form

Customer Order Form for D2L Brightspace

Customer: South Dakota Board of Regents

This Customer Order Form is incorporated by reference into, and is subject to, the Customer Agreement entered into and made effective as of the Customer Agreement Effective Date listed below, between Service Provider and Customer. For an initial Customer Order Form, unless Customer is a Special Billing Date Customer, Customer will be invoiced based upon the Customer Agreement Effective Date. If Customer is a Special Billing Date Customer, for an initial Customer Order Form, Special Billing Date Customer will receive an invoice based upon the Launch Term and first annual period based upon the Customer Requested Billing Date. For any additional Customer Order Form, Customer will be invoiced based on the Additional Customer Order Form Effective Date listed below and such invoice will be prorated based on such Additional Customer Order Form Effective Date.

Customer Agreement Effective Date: July 1,

2017 This Customer Order Form is a:

☒ Initial Customer Order Form

☐ Initial Customer Order Form for a Special Billing Date Customer

- Launch Term: Click or tap here to enter text.
- Customer Requested Billing Date: Click or tap to enter a date.

☐ Additional Customer Order Form

Additional Customer Order Form Effective Date: _____

Services Order Detail:

ORDER FORM

Order # 01310773

D2L Ltd. ("D2L")

500 York Road
Towson, MD 21204
Phone: 1-519-772-0325

To South Dakota Board of Regents ("Client")
306 E Capitol Avenue, Suite 200
Suite 20
Pierre, SD, United States 57501-2545

ORDER DATE	MARCH 16, 2017
ORDER EXPIRATION DATE	JULY 20, 2017

RE: 5-year Renewal

Order Effective Date	July 01, 2017
Order End Date	June 30, 2022
Currency	\$ USD

Pricing Breakdown

Item	Year 1	Year 2	Year 3	Year 4	Year 5
Pricing Period	July 01, 2017 - June 30, 2018	July 01, 2018 - June 30, 2019	July 01, 2019 - June 30, 2020	July 01, 2020 - June 30, 2021	July 01, 2021 - June 30, 2022
Fees Due	July 01, 2017	July 01, 2018	July 01, 2019	July 01, 2020	July 01, 2021
FTEs	25000	25000	25000	25000	25000
Software	\$220,553.19	\$220,553.19	\$220,553.19	\$220,553.19	\$220,553.19
Support	\$31,200.00	\$31,200.00	\$31,200.00	\$31,200.00	\$31,200.00
Total	\$251,753.19	\$251,753.19	\$251,753.19	\$251,753.19	\$251,753.19

Pricing does not include applicable taxes.

Pricing Details

SOFTWARE INCLUDES
Brightspace Learning Environment - Annual Fees
Brightspace Learning Repository - Annual Fee
Brightspace Insights Annual Fee
Brightspace ePortfolio Annual Fees
Cloud Services Annual Fee
Test Environment Annual Maintenance
Test Environment Cloud Services
LDAP Integration Annual Maintenance
SSO Integration Annual Maintenance
Standard SIS/HRIS Integration Maintenance
Standard Data Export Integration Annual Maintenance
SUPPORT INCLUDES
Silver Administrator Support - 2 ASCs and unlimited incidents per month*
Additional Approved Support Contact (ASC) x 6*

* Each additional ASC is \$800.00.

Work Order



Work Order Title:	IPSCT Installation	Client Name:	SDBOR
Date:	April 21, 2010	Prepared By:	James Knight
Work Order No.:	WO-011	Client PO No.:	N/A
Priority:	High		
Document Reference	This is a Work Order ("Attachment") to the executed MA between University of Iowa and Desire2Learn Incorporated dated August 13, 2007		

Work Order Description

The scope of this agreement is to deploy and configure the Desire2Learn Integration Pack for Synchronous communication Tools (IPSCT) within the existing SDBOR Prod and Test environments.

Work Order Business Requirements and Impacts

SDBOR wishes to take advantage of the new Integration Pack for Synchronous Communication Tools in order to connect their Elluminate software with Desire2Learn.

Solution Description

The following high level items are covered by the IPSCT Installation:

- Integration Pack Instance & Org Installation
 - SDBOR Prod
 - SDBOR
 - SDBOR Test
 - SDBOR

Assumptions

- Delays in any deliverables or dependencies such as approvals may result in the need to reschedule this project
- Deliverables not explicitly described as in scope of this project are explicitly out of scope of this project
- It is up to the Client to disclose their use of the Desire2Learn Integration Pack to their Synchronous Tool Vendor.
- The Client already has a license with the Synchronous Tool Vendor in question.

Proposed Budget

This is flat, one-time fee

IPSCT Installation	\$ 3,500.00
Total One-time fee	\$ 3,500.00

Work Order

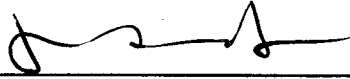


Sign Off

Comments:

By executing this signature page each of the parties agrees it has read, understood and agrees to be bound by all the terms and conditions of this Work Order.

THIS WORK ORDER SHALL BE BINDING UPON SDBOR AND DESIRE2LEARN ONLY AFTER EXECUTION BY DESIRE2LEARN.

<u>Monte R. Kramer</u> <u>4-26-11</u>	<u></u>	<u>6/6/11</u>
SDBOR Representative	Desire2Learn Representative	Effective Date

Fees and Payments

- 100% of software, enhancement, manuals and product support fees are due on the Effective Date.
- All other fees will be invoiced and are payable according to the terms set forth in the MA under Section 7 Payment Terms and Taxes.

Contractual Notes

- The Work Order and the work provided hereunder are subject to terms and conditions contained in the MA between the Parties.
- Nothing in this Work Order shall be interpreted or constituted to be an amendment or change of the terms and conditions of the MA except as explicitly described under the section Fees and Payments above, under which circumstances the agreed changes are applicable only for this Work Order.



QUOTATION

Quote # 0004589

D2L Corporation

151 Charles Street West, Suite 400
Kitchener, ON N2G 1H6

+1 519.772.0325

DATE
EXPIRATION DATE

APRIL 23, 2015
MAY 22, 2015

TO South Dakota Board of Regents
306 E Capitol Avenue, Suite 200
Pierre, SD - South Dakota, 57501-2545

Governing Agreement Name
Master Agreement
Governing Agreement Effective Date
2007-08-13

RE: Insights Extension

CHANGES TO EXISTING GOVERNING AGREEMENT TERMS

- | | |
|---|---|
| 1 | D2L will provide SBDOR free use of Insights from July 1, 2015 to December 1, 2015 at no charge for up to 25,000 FTE. After December 1, 2015, D2L and SBDOR will come to an agreement regarding the continuation of Insights and related fees. |
|---|---|

This Quotation may be accepted as a binding agreement (Authorizing Document) if it is signed and returned, or if a valid Purchase Order ("PO") referencing D2L's Quote # above is provided. Unless otherwise indicated, all other terms of the Governing Agreement remain in full force and effect. No modifications to this Quote or supplemental terms provided on a PO or similar document will have any binding effect.

This Quotation is valid up to and inclusive of the Expiration Date. D2L reserves the right to accept or reject any PO or signed Quote after the Expiration Date.

To accept this Quotation, either issue a PO referencing the Quote
above, or sign here:

Date:

Monte R. Kramer
4-23-2015

THE INDIVIDUAL SIGNING IS AUTHORIZED TO BIND THE CLIENT.



QUOTATION

Quote # 002616

Desire2Learn Incorporated

151 Charles Street West, Suite 400
Kitchener, Ontario N2G 1H6

+1 519.772.0325

DATE DECEMBER 2, 2012
EXPIRATION DATE JANUARY 31, 2013

TO South Dakota Board of Regents
306 East Capitol Ave
Pierre, SD - South Dakota, 57501

CC Jack Warner, Executive Director

RE: SDBOR - Analytics

Governing Agreement Name
Master Agreement
Governing Agreement Effective Date
13-Aug-2007

COMPONENT	DESCRIPTION	ONE-TIME FEE	ANNUAL FEES	DUE
Analytics	Installation*	\$5,000.00		On Completion
Analytics	Annual Fee+		\$60,000.00	13-Aug
Total Fees		\$5,000.00	\$60,000.00	

*On condition that this quotation be signed and returned to Desire2Learn on or before December 31, 2012, Implementation fee will increase to \$10,000 if signed and returned after December 31, 2012.

+ A pro-rated amount of \$35,000.00 will be invoiced along with one-time fees (if noted above) for the 7 month period from 13 January, 2013 to 12 August, 2013

CHANGES TO EXISTING GOVERNING AGREEMENT TERMS	
1	Addition of Analytics

This Quotation may be accepted as a binding agreement (Authorizing Document) if it is signed and returned, or if a valid Purchase Order ("PO") referencing D2L's Quote # above is provided. Unless otherwise indicated, all other terms of the Governing Agreement remain in full force and effect. No modifications to this Quote or supplemental terms provided on a PO or similar document will have any binding effect.

This Quotation is valid up to and inclusive of the Expiration Date. D2L reserves the right to accept or reject any PO or signed Quote after the Expiration Date.

To accept this Quotation, either issue a PO referencing the Quote # above, or

sign here:

Date:

THE INDIVIDUAL SIGNING IS AUTHORIZED TO BIND THE CLIENT.

Work Order

Work Order Title:	SDBOR - Analytics	Client Name:	South Dakota Board of Regents
Date:	12/2/2012	Prepared By:	James Knight
Work Order No.:	WO-2012-12-03	Client PO No.:	N/A
Status:	Open	Priority:	Normal
Short Description:	Analytics Implementation		
Document Reference:	This is a Work Order ("Attachment") to the executed Master Agreement (and addendums if any) dated 2007-08-13		

Work Order Description

Desire2Learn will deploy the Analytics system for SDBOR. The standard Analytics data marts will be configured and will start compiling all available data. Desire2Learn will ensure that the site is branded consistently with SDBOR's brand and that designated users are configured to access the Analytics website. Desire2Learn will also deploy a Single Sign-on link for from the Learning Environment to the Analytics site. A Desire2Learn consultant will work with SDBOR to gather requirements and understand use cases; this information will be used to create a solution proposal and to direct product training.

Training will be provided and delivered in part by reviewing the use cases derived through consulting. It will cover the following topics:

- Running standard reports
- Building ad hoc reports
- Scheduling and emailing of reports
- Understanding the currently available data sets and how to interpret the data

Solution Description

Implementation of Analytics includes the following deliverables:

- 1 days Requirements and Solution Design
 - o Project Kickoff Meeting
 - o Requirements and Use Case documentation
 - o Solution Proposal Document
- Implementation of Analytics environment
 - o Branded Analytics Website
 - o User Configuration
 - o Populated Data Marts
 - o Single Sign On link from SDBOR's Desire2Learn Learning Environment to the Analytics website
- 0.5 days Product Training
- Project Management
 - o Meetings and status reporting
 - o Project planning
 - o Maintain project controls
 - Project plan
 - Resource plan
 - Change Management
 - Risk Management
 - Budget control

Assumptions

- SDBOR will assign a single point of contract that will be responsible for the deliverables.
- Delays in any deliverables or dependencies such as approvals may result in the need to reschedule this project (and may also have a corresponding budget impact)
- Deliverables not explicitly described as in scope of this engagement are explicitly out of scope of this engagement
- This implementation considers the deployment of the Analytics tools within the LE for SDBOR University system. D2L understands a University system implementation will require additional implementation, consulting, and training resources from D2L to complete a successful deployment and those additional resources have been included in the pricing proposed to the SDBOR. Additional work requirements considered out of scope for this implementation will be subject to review and approval by Desire2Learn and SDBOR. These requirements may (1) require a separate statement of work, and (2) be billed to SDBOR according to the consulting rates specified in the Master Agreement. Quoted SOWs require the written approval by SDBOR before work outlined in that SOW can begin.
- South Dakota will be allowed to include twenty-five participants consisting of representatives from each University and the board office in the provided training and consultant sessions.

Fees and Payments

- 100% of software, enhancement, manuals, and product support fees are due on the Effective Date
- All other fees will be invoiced and are payable according to the terms set forth in the Master Agreement.

Contractual Notes

- The Work Order and the work provided hereunder are subject to terms and conditions contained in the Master Agreement between the Parties.
- Nothing in this Work Order shall be interpreted or constituted to be an amendment or change of the terms and conditions of the Master Agreement except as explicitly described under the section Fees and Payments above, under which circumstances the agreed changes are applicable only for this Work Order.



Via email

December 21, 2016

David Hansen
Regents Information Systems
4801 N Career Ave, Suite 121
Sioux Falls, SD 57107
David.Hansen@sdbor.edu

Re: API Terms

Dear Mr. Hansen:

The purpose of this letter is to clarify that, with respect to access to and use of D2L APIs by South Dakota Board of Regents ("**SDBOR**"), any click-through or embedded terms and conditions presented as part of the process of obtaining the APIs, including the "*D2L Non-Commercial Developer Agreement*" (collectively, "**Additional Terms**"), do not apply to SDBOR. D2L acknowledges that such Additional Terms are superseded by the terms of Internet2 Customer Agreement between the University Corporation for Advanced Internet Development d/b/a Internet2, a not-for-profit corporation and South Dakota Board of Regents, and the terms of the Business Agreement between Internet2 and D2L Ltd. which apply to SDBOR as a third party beneficiary, as applicable.

In order to obtain access to the APIs, SDBOR may be required to click through the Additional Terms or otherwise indicate acceptance. Any such acceptance by SDBOR is solely to gain access to the APIs, and will not cause SDBOR to be bound by the Additional Terms.

D2L is excited to continue to work with SDBOR, and we look forward to supporting SDBOR's future success, including by enabling integrations with D2L partners. If you have any questions, please contact your account manager, Tom Lockman, or feel free to contact me.

Sincerely,

DocuSigned by:

A blue ink handwritten signature of Anna Forgione is shown within a blue DocuSign signature box.

32DEC3D78D98484...

Anna Forgione
General Counsel and Corporate Secretary
Anna.Forgione@D2L.com



MASTER AGREEMENT

This Master Agreement, including its Addenda and Schedules ("Master Agreement") governs terms and conditions between South Dakota Board of Regents, 306 E Capitol Ave, Suite 200, Pierre, SD 57501, a South Dakota body corporate and public, charged under Article XIV, § 3, of the South Dakota Constitution with the governance of state-funded postsecondary institutions ("Client") and Desire2Learn Inc., 305 King Street West, Suite 200, Kitchener ON, Canada, N2G 1B9, an Ontario corporation, or its subsidiaries, divisions or affiliates ("D2L") as listed in any Addendum to this Master Agreement.

1. Definitions

1.01 *Active Users* means any user that registers for or is enrolled in one or more courses, and/or logs into the system in each consecutive 12-month period following the Effective Date.

1.02 *Addendum* is any executed Addendum to this Master Agreement that provides specific terms and conditions of Products supplied to Client.

1.03 *Applications* mean D2L Software applications resident on D2L computers that Client is permitted to access and use through an Applications Hosting Addendum.

1.04 *Applications Services* are the means of accessing and using Applications.

1.05 *Applications Services Fee* is the fee paid to use Applications pursuant to an Applications Services Addendum.

1.06 *Authorizing Document* is any document signed or electronically agreed to by D2L and Client. An Authorizing Document may be an Addendum, a Statement of Work, an engagement letter, a purchase order letter, an e-mail (subject to reasonable authentication of sender's authority) or similar document.

1.07 *Confidential Information* is information provided to one Party about the other Party's products or services, business, affairs, computer systems, installations or clients, to the extent that the information might reasonably be expected to be confidential, including personally identifiable information covered by the Family Educational Rights and Privacy Act of 1974 and similar state or federal legislation.

1.08 *Client* includes its employees, directors, officers, or agents, and to the extent they are specifically identified, its affiliates and subsidiaries.

1.09 *Consulting* is implementation, development, or other assistance provided pursuant to an Addendum, Statement of Work or other Authorizing Document.

1.10 *Deliverable* is a tangible, verifiable work output such as a specification, programming, code, or other output developed under a Statement of Work.

1.11 *Documentation* is a document published for all clients such as a User's Manual, Release Notes or is otherwise designated as documentation.

1.12 *Effective Date* is the date that the Client signs this Master Agreement or Addendum, unless otherwise specified in the Addendum.

1.13 *End Users* are the persons who use the Software or Applications Services as a product during the course of this Master Agreement.

1.14 *Enrollment* means the total of each unique course registrations over the course of each consecutive 12-month period following the Effective Date. For clarity, if a student is registered in 2 course offerings during a particular year, it will count as 2 enrollments.

1.15 *FTE* means a count of the highest reported full-time equivalent students number over the course of a year. The FTE is typically based upon the FTE reported to the Integrated Post-secondary Data System (IPEDS).

1.16 *Intellectual Property* is any present or future Software, Documentation, Materials, development work, copyright, patent, trade-mark, trade name, service mark, design, program, procedure and method of computation, trade secret, data model, invention, drawing, plan, specification, process or similar property.

1.17 *License Fee* is the fee paid to license the Software pursuant to a License Addendum.

1.18 *Maintenance & Support* are the support services and Upgrades provided pursuant to the Maintenance & Support Schedule.

1.19 *Materials* are resources produced by D2L, including all versions of printed or online instructor's guides, administrator's guides, custom handouts, and course templates.

1.20 *Network* is, collectively, D2L's hardware, Software, communications, cabling and other related resources through which Client accesses Services.

1.21 *Organizational Instance* means a single installation of Applications on one or more D2L servers for the exclusive use of the Client.

1.22 *Party* is D2L and Client.

1.23 *Product* includes Applications, Software, or Consulting specified in each Addendum and provided under this Master Agreement.

1.24 *Rates* are D2L's then-current fees for professional services it provides, except for out-of-pocket and *per diem* expenses. *Per diem* expenses, including lodging, will be compensable as permitted under regulations published by the South Dakota Bureau of Finance and administration.

1.25 *Software* is a D2L software application or any part thereof in object code form licensed to or accessed by Client. Software also includes Upgrades provided under the Maintenance & Support Schedule, but does not include software applications developed under a Consulting Addendum or related Statement of Work.

1.26 *Statement of Work* is a schedule to a Consulting Addendum that specifies the roles and responsibilities of the parties with respect to a particular engagement.

1.27 *Support* is support services provided pursuant to a Maintenance & Support Schedule, as more fully described in the Schedule.

1.28 *Upgrades* are modifications, templates and newer versions of Software and Applications provided by D2L that are made available generally to D2L clients. Upgrades do not include new independently-priced modules or utilities.

1.29 *Vendor* is a 3rd party provider of products or services to D2L.

2. Warranties

D2L warrants that:

- 2.01 It has Intellectual Property rights in the Applications and Software;
- 2.02 It will use its best efforts to ensure the Products do not contain any virus, worm, or time bomb, or other similar forms of code or any other code intended to cause harm or damage to any computer systems or data;
- 2.03 Its employees are appropriately trained and skilled to perform Consulting; and
- 2.04 Applications and Software will substantially perform according to Documentation, provided that Client has not modified Software.
- 2.05 Except as set forth in this Master Agreement, D2L makes no warranties, conditions, or guarantees, express or implied, oral or written, with respect to the Products or Network. D2L does not warrant that Products or Network are error-free. D2L makes no warranties of merchantability, fitness for a particular purpose, or arising from a course of performance, dealing, or usage of trade.

3. Confidentiality

- 3.01 No Party shall furnish Confidential Information to any unauthorized person or corporation.
- 3.02 Neither Party shall be bound by confidentiality obligations if the Confidential Information (a) is required to be disclosed pursuant to court or regulatory order, provided that, where feasible, the owner of the Confidential Information is given a reasonable opportunity to limit the extent of disclosure; (b) was already rightfully in its possession before negotiations commenced that led to this Master Agreement; (c) is learned from a 3rd party under no apparent duty of confidentiality; or (d) becomes part of the public domain other than as a result of a breach of this section.
- 3.03 Nothing in this section is intended to prohibit D2L from issuing a mutually-acceptable press release, or naming Client in client listings.

4. Proprietary Rights & Restrictions

- 4.01 D2L owns and retains all right, title and interest to its Applications, Software, Documentation, Materials, Deliverables, and other Intellectual Property (collectively, the "IP"), and D2L reserves all rights and privileges in connection with the IP, except as granted to Client pursuant to this Master Agreement. The IP contains valuable Intellectual Property of D2L. The IP is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.
- 4.02 Except as permitted by this Master Agreement, Client shall not:
 - 4.02.1 attempt to decompile, disassemble, modify the source code of, or reverse engineer the IP;
 - 4.02.2 use, reproduce, transmit, modify, adapt or translate the IP;
 - 4.02.3 rent, lease, license, transfer, assign, sell or otherwise provide access to the IP on a temporary or permanent basis;
 - 4.02.4 alter, remove or cover proprietary notices in or on the Software, or Materials

4.03 **Audit.** Client shall maintain records of the number and location of all copies of Software, and log locations from which Client accesses Applications, and shall advise D2L, upon request, of the location of each copy or location. D2L may visit the Client's site no more than twice a year to ensure compliance by Client with the terms of this Master Agreement and periodically review Client's Organization Implementation. D2L may retain a professional independent 3rd party to audit Client's compliance with this Master Agreement at Client's premises during normal business hours at D2L's expense, upon satisfactory arrangements with Client, including execution by the auditor of a confidentiality agreement. If the visit or audit reveals that Client's use of Applications or Software exceeds use permitted under an Addendum, Client shall promptly pay D2L's then-current fees and reasonable administrative fees.

4.04 Any default in Client's obligations under this section may cause irreparable harm to D2L. If Client takes or threatens any action that may infringe on D2L's IP rights, D2L may seek injunctive or other equitable relief in addition to any damages to which D2L may be entitled.

5. Indemnification

5.01 **Claims.** D2L shall indemnify, defend and hold harmless Client from any direct costs, expenses, damages, judgments or settlements incurred because of an action or claim by 3rd parties alleging that Client's use of Applications, Software, Deliverables or Documentation is an infringement of the Intellectual Property rights of a 3rd party in Canada or the United States, but only if Client (a) promptly notifies D2L in writing of any claim; (b) allows D2L to control the defense or settlement of the claim; and (c) takes no action that, in D2L's reasonable judgment, impairs D2L's defense of the claim.

5.02 **Exclusions and Limitations.** This indemnity shall not apply to the extent that the infringement claim results from (a) Client's unauthorized modification to Applications, Deliverables or Software; (b) Client's failure to install an Upgrade that would have avoided the claim; or (c) the combination of the Software or Deliverables with 3rd party products where the 3rd party products are governed by an agreement between Client and the 3rd party.

5.03 **D2L Options.** If a claim arises, D2L may (a) substitute equivalent non-infringing Applications or Software; (b) modify the Applications or Software so that they no longer infringe but remain functionally equivalent; or (c) if neither (a) nor (b) is reasonably feasible, cancel the Addendum.

5.04 **Entire Liability.** This section states the entire liability and obligation of D2L regarding infringement claims.

6. Liability Limitations

6.01 D2L's liability to Client for damages, costs, losses or expenses relating to Products provided pursuant to this Master Agreement, in contract, tort or otherwise, (except for the Indemnification section) is limited to \$4,000,000.

6.02 Neither Party is liable for indirect, consequential or incidental damages, including loss of revenue, profits or data, even if the other Party had advised of the possibility of such damages. Each Party is solely responsible for any and all actions, suits, damages, liability or other proceedings brought against it as a result of the alleged negligence, misconduct, error or omission of any of its officers, agents or employees. Neither party is obligated to

indemnify the other party or to hold the other party harmless from costs or expenses incurred as a result of such claims; and each shall continue to enjoy all rights, claims and defenses available to it under law.

6.03 Client is responsible for the content of its and its End User's transmissions over D2L's Network. Client agrees that it and its End Users will not use the Network for illegal purposes, to infringe the rights of a 3rd party, or to interfere with or disrupt the Network ("Disruption"). Disruptions include distribution of unsolicited advertising or chain letters, defamatory, libelous or unlawful content, propagation of computer worms and viruses, and unauthorized use of the Network to enter, or attempt to enter, another Network machine or Organizational Implementation. If a Disruption occurs, D2L may, at its option, after notice to Client giving it the opportunity to correct, remove the Disruption, terminate the mode of communication, suspend Client's and its End User's access to Network or terminate this Agreement.

6.04 No act or omission by D2L under this Master Agreement shall be interpreted or construed as being for the benefit of, or creating any D2L obligation toward, any 3rd party or legal entity other than Client.

7. Payment Terms & Taxes.

7.01 Payment is due 45 days after receipt of an invoice. Late payments are subject to an interest charge of 1.5% per month.

7.02 If D2L incurs costs in collecting overdue invoices, Client is responsible for reimbursing D2L for collection costs, including reasonable legal fees.

7.03 Client shall pay taxes promptly to D2L if D2L is required by law to collect them, except for taxes payable upon the income or capital of D2L.

7.04 D2L may accept payment from any entity without accepting that entity as Client and without waiving any provision against assignment. D2L may accept partial payments for amounts due without waiving its right to payment in full of all outstanding amounts.

8. Excusable Delay.

8.01 If a Party cannot perform any of its obligations under this Master Agreement because of natural disaster, actions of governmental bodies, strikes, lockouts, riots, acts of war, communication line failures, power failures, fires or similar events or circumstances outside that Party's control, the Party who cannot perform shall promptly notify the other in writing, and shall do everything reasonably possible to resume performance. Upon receipt of notice, and except for accrued payment-related obligations, all obligations under this Master Agreement are immediately suspended. If the period of non-performance exceeds 60 days from the receipt of notice, the Party receiving the notice may terminate this Master Agreement with written notice within 30 days.

8.02 The Parties agree to prepare emergency action plans for the continuation of services and provisions as contemplated herein in the event of Excusable Delay or pandemic, epidemic, or other biological contagion emergency. The plan shall be reviewed annually by the Parties and must include the following elements:

8.02.1 Procedures for continuation of vital services and provisions to non-evacuated, quarantined, or stranded students, employees and staff.

8.02.2 Persons who shall have responsibility for determination of emergency procedures and actions and who are to be contacted for information and clarifications.

8.02.3 Employee accountability to observe, and staff authority to impose, medical safeguards and practices needed for the continuation of vital services and provisions.

8.02.4 Overtime and extraordinary costs, accounting, and compensation for necessary staff and employees.

8.03 In the event of Excusable Delay which interferes with performance of obligations, upon request, D2L shall take all reasonable steps to execute emergency plans and to continue to perform. For purposes of this section, biological pandemics, epidemics, or contagion of any nature shall not be treated as Excusable Delay, but the Parties shall be obligated to execute emergency plans pursuant to section 8.02 above.

9. Term & Termination

9.01 *Master Agreement.* This Master Agreement shall continue until all Addenda are terminated, or may be terminated as specified elsewhere in this Master Agreement or as follows:

9.01.1 by either Party if the other breaches the provisions of Confidentiality, Import/Export Restrictions and Proprietary Rights sections;

9.01.2 by either Party if the other Party materially or repeatedly (which in the aggregate is material) defaults in performing its duties or obligations under this Master Agreement for a period of 60 days after written notice is given to the defaulting Party, unless the default is cured within the 60 day period; and

9.01.3 by either Party in the event the other Party ceases conducting business in the normal course, become insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or becomes bankrupt.

9.02 *Addendum.* An Addendum shall continue as specified in the Addendum unless the Master Agreement is terminated by D2L if Client fails to pay an invoice, which is not the subject of a good faith dispute, provided that the invoice remains unpaid 45 days after D2L's notice to Client that payment is required.

10. Rights on Termination; Survival

10.01 On termination, all rights and obligations of the Parties cease except payment obligations or as specified in Section 10.03.

10.02 Client shall return all copies of Software, Documentation and Materials within 30 days of termination.

10.03 *Survivability.* The Confidentiality, Proprietary Rights, Indemnification (to the extent the claim arose before the relevant Addendum was terminated), Liability Limitations, and the General section shall survive termination of this Master Agreement, regardless of the reason for the termination.

11. Assignment.

11.01 Neither this Master Agreement nor any rights hereunder may be assigned or transferred by Client, whether directly or by operation of law, without the prior written consent of D2L. Except insofar as the assignment or transfer arises as an incident of the

exercise of the sovereign power of the State of South Dakota to organize or to reorganize its agencies and instrumentalities of government, D2L's consent may be conditioned upon the payment of additional fees to D2L in amounts determined by D2L. For the purposes of this section, the following definitions shall govern:

11.01.1 "Change of control" means a person not in control of the Client before the Effective Date acquiring the power to direct or cause the direction of the management and policies of the Client;

11.01.2 an "affiliate" is a person that controls, is under common control with, or is controlled by another person;

11.01.3 "control" means the possession of the power to direct or cause the direction of the management and policies of a person;

11.01.4 "person" means an individual, a corporation, partnership, association, trust, fund or any organized group of persons, whether incorporated or not and any receiver, bankrupt trustee or similar official.

11.02 *Deemed Assignment.* A change of control of Client, other than a change resulting from the exercise of the sovereign power of the State of South Dakota to organize or to reorganize its agencies and instrumentalities of government, sale of substantially all of the assets of Client, merger or consolidation involving Client or any affiliate of Client effecting a change of control of Client, is deemed an assignment or transfer of this Master Agreement and the rights under it by operation of law requiring the prior written consent of D2L.

11.03 *Assignment Void.* Any assignment or transfer of this Master Agreement or the Product without the prior written consent of D2L shall constitute a material breach of this Master Agreement. Subject to the foregoing, this Master Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns. Any attempted transfer or assignment prohibited by this Master Agreement is null and void.

12. General

12.01 *Governing Law.* This Master Agreement is governed by the laws of the state of South Dakota, without regard to its conflict of laws principles. Legal action arising pursuant to this Master Agreement shall be filed in the courts of the state of South Dakota. The United Nations Commission on International Trade Law Conventions on Contracts for the International Sales of Goods and Related Transactions is specifically excluded from this Master Agreement. The Parties waive any right to a jury trial.

12.02 *Conflict between Master Agreement and Addendum or other Authorizing Document.* An Addendum shall supersede the provisions of this Master Agreement where the documents are in conflict. The Master Agreement shall supersede the provisions of an Authorizing Document, unless the Authorizing Document refers to the provision of the Master Agreement it supersedes. No Addendum or Authorizing Document modifies any other Addendum or Authorizing Document unless the Parties agree in writing.

12.03 *Remedies Cumulative.* All rights and remedies under this Master Agreement are cumulative and in addition to all other rights and remedies of either Party at law or in equity.

12.04 *Notices.* All notices shall be in writing and delivered (a) by hand, (b) by registered mail, postage prepaid, return receipt requested, (c) reputable overnight delivery service, or (d) by facsimile, provided that the sender retains proof of successful transmission. All

notices shall be deemed received, if delivered by hand, on the date of delivery; if mailed, on the date of receipt appearing on the return receipt card; if sent by courier, on the date recorded by the courier company as having been received by the addressee; or, if sent by facsimile, on the date of receipt by the facsimile machine when it reports that the transmission is complete. Notices shall be sent or faxed to the names, addresses and numbers set forth below the signature lines to this Master Agreement.

12.05 Import/Export Controls. Client shall comply with all applicable export, re-export and foreign policy laws that may be imposed by the Canadian or United States government.

12.06 Currency. All fees, costs and expenses under this Agreement are in U.S. dollars.

12.07 Non-solicitation. During the term of this Master Agreement, and for 1 year following its termination, neither Party shall recruit or solicit any employee of the other Party, including as an independent contractor or consultant, without that Party's prior written consent.

12.08 Entire Agreement. This Master Agreement, together with D2L's General Proposal, dated April 17, 2007 (D2L Proposal - SDBOR General Proposal - Final - (041707).doc); D2L Hosting Services Framework Document (Hosting Services - Security Framework Document v4.doc), and D2L Questions & Answers as agreed and amended by the Parties, dated August 1, 2007 (D2L Q-A Follow-up Contract Items 01 Aug 07.doc) contain the entire understanding between the Parties with respect to its subject matter. All prior agreements, representations, inducements and negotiations, and any and all existing contracts previously executed between the Parties with respect to this subject matter are superseded hereby.

12.09 Amendment/Waivers. No amendment, modification, termination or waiver of any provision of this Master Agreement is effective unless it is in writing and signed by both Parties. Any waiver or consent shall be effective only in the specific instance and purpose for which it was given.

12.10 Severability. If a court declares void or unenforceable any term of this Master Agreement, the remaining terms and provisions of this Master Agreement shall remain unimpaired and the invalid term shall be replaced by a valid term that comes closest to the intention underlying the invalid term.

12.11 Independent Parties. Neither Party is an agent, employee, partner, joint venturer or legal representative of the other.

Agreed and Accepted

DESIRE2LEARN INCORPORATED

By: _____

Name: John Baker

Title: President and CEO

Date: 14. AUG. 07

SOUTH DAKOTA BOARD OF REGENTS

By: _____

Name: Robert T. Tad Perry

Title: Executive Director

Date: 8/13/07





Notice Information:

DESIRE2LEARN INCORPORATED

To: John Baker
Title: President and CEO
Fax: 519 772 0324

Address: 305 King Street West,
Suite 200, Kitchener ON,
Canada, N2G 1B9

SOUTH DAKOTA BOARD OF REGENTS

To: Robert T. Tad Perry
Title: Executive Director
Fax: 605-773-2422

Address: 306 E. Capitol Ave.
Suite 200
Pierre, SD 57501-2409

APPLICATIONS HOSTING ADDENDUM

This Hosting Addendum, together with the Master Agreement, governs terms and conditions between South Dakota Board of Regents and D2L relating to Applications.

A1. Grant of Use. Upon the Effective Date, D2L shall permit to Client to use Applications in a non-exclusive, non-transferable, time-limited (revocable upon termination) manner as set forth in the attached Schedule by the specified number of FTE. Should Client not pay according to Section A4, this Addendum is terminated.

A2. Term.

A2.01. This Addendum shall be effective for 5 years from the Effective Date listed in the below Fee and Rates Schedule ("Initial Term"). If Client determines that a self-hosted solution is in its interests, after the first year on 6 months notice to D2L, Client may choose to terminate this Addendum and negotiate a self-hosted licensing addendum for the remainder of the Initial Term at the fees set forth in the Fee and Rates Schedule.

A2.02. Automatic renewal. If neither Party notifies the other of its intent to terminate or modify this Addendum at least 60 days before the end of the Initial Term, it shall be extended for an additional 1-year term, effective at the end of the Initial or any renewal Term. Renewal terms shall be repeated until either Party notifies the other of its intent to terminate or modify this Addendum at least 60 days before the end of that Term.

A2.03. Non-funding clause. Client may terminate this Agreement on 60 days written notice without penalty should the legislature (1) fail to appropriate sufficient funding to Client for this Addendum; (2) reduce the appropriations or Client's authority to spend appropriations; or (3) limit funding to a level that Client reasonably deems insufficient to continue this Addendum. This section does not relieve Client of payment obligations for services provided prior to Client's termination notice.

A3. Support.

A3.01. Support services are set forth in the Support Schedule attached to this Addendum and begin upon execution of this Addendum.

A3.02. Modifications to Applications. D2L may modify the Applications ("Modification"). D2L will advise Clients of material Modifications where feasible.

A4. Payments.

A4.01. Client shall pay the fees as per the dates in the Fee and Rates Schedule, or, for Additions, as specified in an Authorizing Document.

A4.02. After the initial 12-month period, the Applications and Hosting Fees may be adjusted by any increase reflected in the Consumer Price Index-Urban Consumers, as published by the U.S. Department of Labor, plus 2%.

A4.03. Maintenance is included in the Annual Applications Fee.

A5. Use of Applications & Documentation.

A5.01. Client may use or access Applications for its use only. No 3rd party, other educational institution or business group or entity other than that identified in the attached Schedules(s) may make use of, or obtain access to, Applications without a separate Agreement.

A5.02. Client has the right to print and create duplicate copies of the D2L documentation for its internal use.

A6. Additional FTE. Client may increase its number of FTE upon paying the appropriate fee.

A7. Client Right to Prohibit Access. In its sole discretion, Client may direct D2L to prohibit access to the Application. D2L and Client shall agree on the process for access prohibition. D2L shall not be liable for any damages caused by the authorized prohibition.

A8. Audit of Hosting Infrastructure. At its cost, Client may audit the hosting infrastructure supporting Client's environment to ensure compliance with contracted services. Client shall provide 5 business days notice of intent to audit. The parties shall work in good faith to resolve any exceptions in an agreed-upon timeframe.

A9. Client data.

A9.01. D2L respects the confidentiality of all Client data. No Client data or information will be sold or provided to any non-Client person or organization, except with Client permission or as required under law. D2L limits access to Client data to employees in a Client support role.

A9.02. Should D2L become aware that parties not otherwise authorized breach Client's data, D2L shall notify Client as soon as reasonably possible, but not longer than 24 hours after discovery. D2L will not notify those whose data has been breached without prior discussion with Client.

A10. Data Retention. Client data will be retained as agreed between Client and D2L. Upon termination, at Client's option, D2L shall return Client data to Client in an agreed-upon format and timeframe, or shall destroy Client data.

A11. Installation of New Versions. Client retains the ability to determine the timing associated with the installation of new versions of the software supporting Client's test and production environments, subject to S3.

A12. Escrow.

A12.01. D2L maintains a current Escrow Agreement with a 3rd party vendor (currently Escrow Associations, LLC), and has designated the 3rd party vendor as its Escrow agent ("Escrow Agent"). D2L regularly deposits source code with the Escrow Agent with every major version. Upon Client's execution of this Hosting Addendum, D2L shall list Client as a beneficiary under the Escrow Agreement with the Escrow Agent.

A12.02. Release conditions under the Escrow Agreement include:

12.02.1. D2L notifies Escrow Agent to release the source code; or

12.02.2. Client makes written request to the Escrow Agent; and (i) D2L becomes unable to continue to do business in the ordinary course, through bankruptcy, pursuant to The Bankruptcy and Insolvency Act (Canada) or otherwise, following a reasonable opportunity to restructure or cure any such breach, or (ii) D2L is adjudged to be in breach of the Master Agreement by materially failing or refusing to support the products that are the subject Master Agreement.

12.02.3. Release conditions are subject to the terms and conditions of the Master Agreement, and payment of two times the then-current annual licence fees for the

Applications. After release, Client may use the released materials for the sole purpose of supporting its use of the Applications. Client shall be obligated to honour the proprietary and confidentiality rights of the released materials. Any modifications or derivative works created by Client through use of the released materials shall be Software governed by the Master Agreement.

12.02.4. If the release event has been remedied, D2L has the right to recover the released materials and associated Intellectual Property from Client.

A13. Availability Guarantee

A13.01. Definitions

13.01.1. *Emergency Unavailability* means those times where, in the reasonable discretion of Desire2Learn, the System should be down for situations such as an emergency software bug fix or hardware replacement. In all situations of Emergency Unavailability, Desire2Learn shall make commercially reasonable efforts to request permission from Client to take the System down, which permission shall not be untimely or unreasonably denied. Should Desire2Learn not be able to contact Client, or if Client does not respond promptly, a management-level employee of Desire2Learn shall make the decision, taking into account the effect on Client's business.

13.01.2. *Scheduled Unavailability* means the times in which the System is not available due to mutually-agreed upon and scheduled downtimes or extensions thereof (Maintenance Windows) for backups and Emergency Unavailability.

13.01.3. *Available* means the material components of the System are accessible for Client's use, and shall not include Scheduled Unavailability.

13.01.4. *Downtime* means those times in which the System is not Available for Client's use but shall not include unavoidable hardware/firmware failures, 3rd party communication failures, force majeure or other failures outside Desire2Learn's control, including Client error, and shall not include Scheduled Unavailability.

13.01.5. *Measurement Period* means each calendar quarter (the initial calendar quarter to be prorated from the Effective Date).

A13.02. Availability guarantee. Over each Measurement Period, the System shall be Available 99.9%.

A13.03. Desire2Learn Downtime and Emergency Unavailability obligations.

Desire2Learn will, if possible in consultation with Client, use commercially reasonable efforts to resolve any Downtime or Emergency Unavailability.

A13.04. Downtime/Emergency Unavailability reporting.

Client shall report incidents that it considers Downtime as soon as reasonably possible. Desire2Learn shall classify any reported outage as Scheduled Unavailability, Emergency Unavailability, or Downtime. If the outage is classified as Downtime, Client may impose the penalties as outlined below.

A13.05. Liquidated Damages.

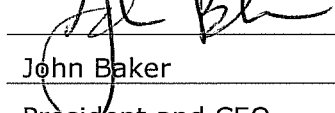
13.05.1. The second time in a calendar quarter that Downtime exceeds the above-mentioned limits, Client shall be entitled to a rebate of 5% of the pre-paid pro-rated hosting fees for that quarter.

13.05.2. The third time in a calendar quarter that Downtime exceeds the above-mentioned limits, Client shall be entitled to a rebate of 10% of the pre-paid pro-rated hosting fees for that quarter.

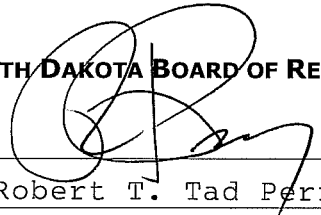
13.05.3. The fourth time in a calendar quarter that Downtime exceeds the above-mentioned limits, Client shall be entitled to a rebate of 25% of the pre-paid pro-rated hosting fees for that quarter, or, in the alternative, terminate this Agreement.

13.05.4. Client shall not request Liquidated Damages if the Downtime was of no inconvenience to Client.

Agreed and Accepted**DESIRE2LEARN INCORPORATED**

By: 
Name: John Baker
Title: President and CEO
Date: 14. AUG. 07

**SOUTH DAKOTA BOARD OF REGENTS**

By: 
Name: Robert T. Tad Perry
Title: Executive Director
Date: 8/13/07

SUPPORT SCHEDULE (STANDARD)

Support shall be as specified below. These terms are subject to change in the reasonable discretion of D2L after informing Client. Support is included in the fees specified in the relevant Addendum.

S1.01. *Business Hours* mean 8:00 a.m. to 8:00 p.m. Central Time, Monday to Friday, except public holidays.

S1.02. *Client Support* means Software, Applications or Data assistance and remote support;

S1.03. *Emergency* means an Issue that is time critical, materially impairs the use of Software and is essential to the operation of Client's business.

S1.04. *General Support* means access to the client web site, general notifications, advisories, and similar services.

S1.05. *Issue* means a query regarding, or user-identified concern about, Software, Applications or Data.

S1.06. *Supported Version* means the current and most recent prior release.

S2. Authorized Contact Names. Client shall provide name(s) of the authorized contact(s) to D2L.

S2.01. D2L provides Client Support during Business Hours. Outside Business Hours, Client Support will be provided for an Emergency only.

S2.02. Client Support is available to record Issues, explain the functions and features of Software and clarify the contents of Documentation.

S2.03. Client may access D2L's client web site (www.desire2learn.com) for information about how to obtain Documentation and, for Software, available Upgrades.

S3. Unsupported Versions. D2L will support versions other than Supported Versions or versions modified by Client at its sole discretion and on an as-available basis only. Client Support for Unsupported Versions will be charged against Support Hours at a rate of 200%.

S4. Remote Access. To allow D2L to assess Issues in the Software, Client shall use reasonable efforts to permit D2L remote access to Client's systems.

S5. Additional Named Support Contacts. Additional Named Support Contacts, beyond the one(s) currently included in the Fee and Rates Schedule, shall have a cost as described in the Fee and Rates Schedule.

S6. Other services. Client may not use Client Support Hours for services other than Client Support. Services not identified in this Schedule, including training, implementation, modifications, configuration and communications, will be charged at the Rates, except for out-of-pocket and *per diem* expenses. *Per diem* expenses, including lodging, will be

compensable as permitted under regulations published by the South Dakota Bureau of Finance and administration.

S7. Termination. Support is terminated when the relevant Addendum expires or is terminated.

S8. Reinstatement. If Client is in default for payment under the Master Agreement, D2L may, at its option, (a) charge a reinstatement fee to reinstate Support and charge for future Support according to D2L's then-current support policies; or (b) decline to provide Support.

FEE AND RATES SCHEDULE

Effective Date: 13 August 07.

Term: 5 years

Client: South Dakota Board of Regents

User Type: FTE

COMPONENT	MEASURE	FEES	DUE
One-time Fees:			
Learning Environment	Installation for 25,000 FTE (up to 6 Organizations)	\$31,500	50% upon signing; 50% upon completion
Learning Object Repository	Installation for 25,000 FTE	\$9,000	
Datatel SIS Integration*	Single state-wide integration	\$40,000	
LiveRoom Express	Installation for 25,000 FTE	Included	
Training	3 days	Included	
One-time Fees Total		\$80,500	
Annual Fees:			
Learning Environment	25,000 FTE (additional charge for any additional FTE; includes 2 Standard Support Contacts)	\$128,750	13 Aug
Learning Object Repository	25,000 FTE	\$37,500	13 Aug
LiveRoom Express	25,000 FTE	Included	
Hosting (Shared Hardware, Dedicated Instance)	25,000 FTE	\$122,500	13 Aug
Standard Tape Backup	Shared; 7 day RTO; Maximum 1 day of data loss	Included	
Additional Named Standard Support Contacts	4 @ \$5,500 each	\$22,000	13 Aug
Test Environment Hosting Fee	1 test environment including maintenance	\$9,500	13 Aug
Datatel SIS Integration	Maintenance	\$5,000	13 Aug
Annual Fees Total:		\$325,250	

*The Datatel SIS Integration is a fixed-fee project that includes the following:

- Installation of the Desire2Learn Holding Tank and associated middle-ware integration components
- Implementation of Desire2Learn Standard batch SIS integration process based on the IMS Enterprise specification (XML preferred)

- Two-way information flow including:
 - Course listings, user and enrollment information from Datatel → Desire2Learn
 - Grades information from Desire2Learn → Datatel
- Project Management
- Enterprise Integration Consultant project management
- Guidance for Client in SIS data extraction script development
- Guidance for Client in Holding Tank data extraction and loading to Datatel
- Holding Tank training
- Client's ability to determine frequency and schedule for execution of integration processes
- SIS Holding Tank mapping interface for ongoing integration maintenance

Optional/Additional Fees	Measure	Fee	Due
25,001 – 30,000 FTE/Active Users	Per FTE/Active Users – licensing (annual)	\$5.15	Upon order
30,001 – 50,000 FTE/Active Users	Per FTE/Active Users – licensing (annual)	\$4.65	Upon order
25,001 – 30,000 FTE/Active Users	Per FTE/Active Users – hosting (annual)	\$4.90	Upon order
30,001 – 50,000 FTE/Active Users	Per FTE/Active Users – hosting (annual)	\$4.40	Upon order
>50,000 +	Per FTE/Active User, hosting and licensing	Best then-available pricing	Upon order
Standard Support (Annual)	Per Named Support Contact and up to 20 incidents per month	\$5,500	Upon order
Premium Support Upgrade from Standard Support (Annual)	Per Named Support Contact and up to 25 incidents per month.	\$4,000	Upon order
Premium Support (Annual)	Per Named Support Contact and up to 25 incidents per month	\$9,500	Upon order
Additional Organization Setup (One-time)	Per Organization over initial 6	\$2,500	50% upon signing; 50% upon completion
LDAP Integration (One-time)	Per integration	\$5,000	
LDAP Integration (Annual)	Maintenance per institution	\$500	13 Aug



CONSULTING RATES	
Position	Hourly Rate
Consultant Specialist	\$165
Senior Consultant	\$185
Consultant Architect / Project Manager	\$210
Enterprise Consultant / Senior Project Manager	\$225
Managing Consultant	\$300
TRAINING	
	DAILY RATE
Maximum of twelve instructor participants or a maximum of eight administrator participants.	\$2,500

Please note:

- Consulting and Training Rates may be modified on 90 days notice.
- Travel and per diem expenses are not included in Consulting or Training Rates.
- Professional Services billing rates are dependant upon the scope of the engagement/implementation and the consulting skill levels required. Project Managers are assigned to oversee all PS implementations at a rate dependant upon complexity of the project and skill level required.

Anticipated future use

At Client's request and at the fees and rates set forth in this Fee & Rates Schedule, D2L will extend use of Applications under this Master Agreement to include use by the South Dakota Department of Education through a mutually-acceptable participation agreement or other Authorizing Document.

CONSULTING ADDENDUM

This Consulting Addendum, together with the Master Agreement, governs terms and conditions between South Dakota Board of Regents and D2L relating to Deliverables produced under a Statement of Work.

C1. Intellectual Property

C1.01 Except as specifically set forth in a Statement of Work, D2L shall retain sole and exclusive ownership of and all Intellectual Property rights in the Deliverables, which include: tools, methodologies, questionnaires, responses, and proprietary research, data, requirements, specifications, and code generated in the course of performing the consulting services. D2L grants to Client a time-limited, non-exclusive, royalty-free license to use and to disclose the Deliverables, subject to the limitations set forth below.

C1.02 D2L may render services to others and develop work products that are competitive with, or functionally comparable to, the Deliverables. D2L shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the consulting services or producing Deliverables, provided that D2L shall not use or disclose any of Client's Confidential Information.

C1.03 Client shall retain its rights in any proprietary material that Client supplies to D2L. If Client provides D2L with materials owned or controlled by Client or with use of, or access to, such materials, Client grants to D2L all rights and licenses that are necessary for D2L to fulfill its obligations under each Statement of Work for consulting services.

C2. Use of Deliverables. Subject to payment in full of the applicable fees, D2L grants to Client for internal purposes only a worldwide, royalty-free, time-limited license to use, reproduce, and display of the Deliverables. Client shall not make the Deliverables available to anyone outside of Client, without the prior written consent of D2L, except Client may share the Deliverables with (i) its outside auditors and/or accountants, (ii) third parties who have signed appropriate confidentiality agreements with Client who are engaged by Client to review or implement suggestions or to further research the issues contained in the Deliverables, and (iii) governmental or regulatory bodies as required by law.

C3. No Third-Party Beneficiaries. This Addendum is for the benefit of the Parties only. None of its provisions are for the benefit of, or enforceable by, any third party. No third party shall have the right to (i) rely on the consulting services provided by D2L or (ii) seek to impose liability on D2L as a result of the consulting services or any Deliverables furnished to Client.

C4. Content of Statement of Work.

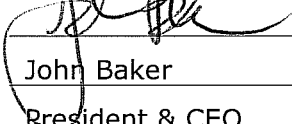
Each Statement of Work authorized under this Consulting Addendum shall include, at a minimum, the following information:

- C4.01 Project Name and Number
- C4.02 Project ID
- C4.03 Client Project Manager
- C4.04 Client Technical Lead

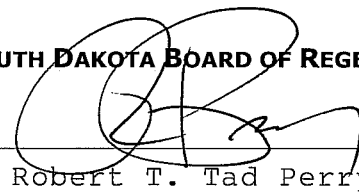
- C4.05 D2L Project Manager
- C4.06 D2L Technical Lead
- C4.07 Project Description
- C4.08 D2L Deliverables
- C4.09 Client Obligations
- C4.10 Software Requirements Specifications
- C4.11 Intellectual Property transfers (if any IP transfers are applicable)
- C4.12 Project Start Date
- C4.13 Project End Date
- C4.14 Project Location
- C4.15 Project Price & expenses (if applicable)
- C4.16 Special Conditions
- C4.17 A reference to this Consulting Addendum.

Agreed and Accepted

DESIRE2LEARN INCORPORATED

By: 
Name: John Baker
Title: Resident & CEO
Date: 14. AUG. 07

SOUTH DAKOTA BOARD OF REGENTS

By: 
Name: Robert T. Tad Perry
Title: Executive Director
Date: 8/13/07





ORDER FORM

Order # 01190852

D2L Ltd.

500 York Road
Towson, MD 21204
Phone: 1-519-772-0325

ORDER DATE

DECEMBER 23, 2015

ORDER EXPIRATION DATE

JANUARY 22, 2016

TO South Dakota Board of Regents ("Client")
306 E Capitol Avenue, Suite 200, Suite 20
Pierre, SD, United States 57501-2545

RE: ePortfolio Pilot

Order Effective Date	January 01, 2016
Order End Date	June 30, 2016
Initial Term	5 months, 30 days
User Model	
Currency	\$ USD

Pricing Breakdown

Item	Transition Period
Pricing Period	January 01, 2016 - June 30, 2016
Fees Due	January 01, 2016
User Count	200
Software	\$2,000.00
Services	\$5,500.00
Total	\$7,500.00

Pricing does not include applicable taxes.

Pricing Details

SOFTWARE INCLUDES
Brightspace ePortfolio Annual Fees
SERVICES INCLUDES
Brightspace ePortfolio Implementation

SPECIAL TERMS AND CONDITIONS
N/A

This Order Form between D2L and Client is governed by the terms of the applicable signed agreement between the Parties ("Governing Agreement"), and may be accepted as a binding agreement under the Governing Agreement provided that (a) it is signed and returned, or (b) a valid Purchase Order ("PO") referencing D2L's Order # above is provided. Unless otherwise indicated on this Order Form, all other terms of the Governing Agreement remain in full force and effect. No modifications to this Order Form or supplemental terms provided on a PO or similar document will have any binding effect.

This Order Form is valid up to and inclusive of the Order Expiration Date. D2L reserves the right to accept or reject any PO or signed Order Form after the Expiration Date.

To accept this Order Form, sign here:

Monte R. Kramer

Print Name:

Monte R. Kramer

Date:

12.24.2015

THE INDIVIDUAL SIGNING IS AUTHORIZED TO BIND CLIENT.



South Dakota Board of Regents
Learning Management System
Request for Proposal

DESIRE2LEARN HOSTING PROPOSAL

May 31, 2007

For Further Information Regarding this Document Contact:

Stephan Meyer
Regional Sales Manager
Stephan.Meyer@Desire2Learn.com

305 King Street West,
Suite 200,
Kitchener-Waterloo, ON
N2G 1B9
Canada

Tel: 519.772.0325 Fax: 519.772.0324

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Desire2Learn Hosting Proposal

Desire2Learn is proud to propose the following hosting solutions for the Learning Environment 8.2 to SDBOR and its member institutions. We have structured the cost proposal to reflect the requirements communicated to us during the conference call May 29, 2007.

Option 1: Desire2Learn Hosted Solution (Shared Hardware)

Item Number	Description	Total Annual Fee
1*	D2L-Hosted (fully-shared) with dedicated instance	\$122,500/yr

Option 2: Desire2Learn Hosted Solution (Non-Shared Hardware)

Item Number	Description	Total Annual Fee
2*	D2L-Hosted (Non-shared) Dedicated App/Web and Database Servers, but shared File Servers	\$152,500/yr

Server Configuration (5 Dedicated Servers)

Dual Intel Xeon 3.XGhz or higher
4GB RAM
2 x 36GB RAID 1
2 x FC HBA
2 x 1000Mbps NIC

*In addition to the annual Fee for the hosting solution, SDBOR would be required to license the Learning Environment and any other optional products as described in our original RFP Response.

Desire2Learn Hosted Test Environment

The following is an optional (but highly recommended) Test Environment for SDBOR. This would be hosted by Desire2Learn.

Item Number	Description	Total Annual Fee
3	D2L-Hosted Test Environment Hosting Fee	\$4,500
4	D2L-Hosted Test Environment Maintenance Fee	\$5,000

Disaster Recovery Service

Desire2Learn offers a customizable Disaster Recovery Service for Hosted Clients. This engagement is aimed at organizations requiring an “Always On” approach for their online learners. Specific technical details on this service can be found in the attached ‘Hosting Services – Security Framework Document V4’ pages 28-30.

Item Number	Description	Total Monthly Fee
5	DR Offsite site Data replication	\$3,500/month
6	Bronze Level Hot DR	\$6,500/month

Desire2Learn would be happy to discuss both the hosting options and our disaster recovery services in detail with SDBOR.



South Dakota Board of Regents
Learning Management System
Request for Proposal

DESIRE2LEARN SELF-HOSTING GUIDELINES

June 4, 2007

For Further Information Regarding this Document Contact:

Michael Wysocki
Director, Global Sales

305 King Street West,
Suite 200,
Kitchener-Waterloo, ON
N2G 1B9
Canada

Tel: 519.772.0325 Fax: 519.772.0324

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Desire2Learn Self-Hosting Guidelines

Desire2Learn is pleased to provide the following self-hosting guidelines to support the deployment of Desire2Learn's Learning Environment 8.2 to SDBOR and its member institutions.

It should be noted these are general guidelines, we are happy to discuss all aspects of your infrastructure, staffing and deployment needs in detail to ensure you have comprehensive understanding of all costs associated with deploying a self-hosted solution.

Desire2Learn General Assumptions:

- 1.) SDBOR will be deploying a State-Wide Centrally Managed Model
- 2.) The infrastructure must support a minimum of 25,000 FTE and be easily scalable over time to support a larger user community as requirements increase (example: doubling usage over a year)
- 3.) The infrastructure suggested is consistent with what Desire2Learn would deploy for a Non-shared Hosted solution for SDBOR.

Staffing

Desire2Learn would recommend SDBOR have the following roles assigned to the deployment on an ongoing basis:

- 1.) SQL Database administrator: Database indexing, backup, restore, permissions management and ongoing maintenance
- 2.) Windows System Administrator: general IIS, and Windows Active Directory
- 3.) Storage Administrator: General storage administration duties of SAN and backup layers
- 4.) Network Administrator: Layer 7 Application Filtering and Layer 4 Firewall experience (Layer 7 for load balancers)
- 5.) Desire2Learn Administrators: 1 per institution plus a minimum of 1 for the centrally management environment.

Hardware and System Software

- 1.) Servers
 - a. 4 Application servers (Dual CPU 8 GB memory) running Windows 2003 Standard
 - b. 2 File servers Running W2K3 Clustering services (same config as application servers) running Windows 2003 Enterprise
 - c. 2 DB servers (suggest 4 CPU dual core units from Sun V40 or equiv, IBM Razorback, or HP DL 585 configured with approx 32 GB of memory dual HBA's, Dual 1000 TX NICs or greater) running Windows 2003 Enterprise and SQL Server 2005.
- 2.) Layer 7 Load Balancers: We prefer F5 Big IP, but we've also used Radware WSD/Application Director, Nortel Alteon and others.

- 3.) Layer 4 Firewalls (100 Mb throughput or greater). We recommend Checkpoint UTM 2050's with HA kits.
- 4.) Layer 3 switched Gb network core.
- 5.) 2 Gb or greater Fiber Channel SAN with redundant controllers and 15K FC disk (10K or SATA disk is not recommended). We use 4GB Brocade Enterprise core switches in our hosting facility.
- 6.) Based on SDBOR's current footprint we suggest approximately 3.0 TB of storage will be required within the first 1.5 years.

Desire2Learn estimates the costs for procuring the above noted Hardware and System Software would be approximately \$650,000. This figure assumes SDBOR would be purchasing all new equipment and does not take into consideration annual maintenance and support.

As noted, we would be happy to setup a call with you to review this information in more detail.



QUOTATION

Quote # 007925

D2L Corporation

151 Charles Street West, Suite 400
Kitchener, ON N2G 1H6

+1 519.772.0325

EFFECTIVE DATE

AUGUST 13, 2014

EXPIRATION DATE

NOVEMBER 29, 2014

TO Monte Kramer, System VP of Finance and Administration
South Dakota Board of Regents
306 E Capitol Avenue, Suite 200
Pierre, SD - South Dakota, 57501-2545

CC Ruth Peters

RE: Renewal

Governing Agreement Name
Master Agreement
Governing Agreement Effective Date
2007-08-13

COMPONENT	DESCRIPTION	ONE-TIME FEE	ANNUAL FEES	DUE
Learning Repository	D2L Learning Repository Prorated Annual Fee for 08/13/2014-06/30/2015 – for 25000 FTE	\$35,416.67		Upon Receipt
Learning Repository	D2L Learning Repository Annual Fee for 07/01/2015-06/30/2016 – for 25000 FTE at 1.70 per FTE		\$42,500.00	01-July-2015
Learning Repository	D2L Learning Repository Annual Fee for 07/01/2016-06/30/2017 – for 25000 FTE at 1.79 per FTE		\$44,625.00*	01-July-2016
Course Attendance	Course Attendance Prorated Annual Fee for 08/13/2014-06/30/2015	\$426.25		Upon Receipt
Course Attendance	Course Attendance Annual Fee for 07/01/2015-06/30/2016		\$511.50	01-July-2015
Course Attendance	Course Attendance Annual Fee for 07/01/2016-06/30/2017		\$537.08*	01-July-2016
Insights	D2L Insights Prorated Annual Fee for 08/13/2014-06/30/2015 – for 25000 FTE	\$50,000.00		Upon Receipt
Insights**	D2L Insights Annual Fee for 07/01/2015-06/30/2016 – for 25000 FTE		TBD	01-July-2015
Insights**	D2L Insights Annual Fee for 07/01/2016-06/30/2017 – for 25000 FTE		TBD	01-July-2016
Admin Support	Silver Administrator Support - 15 ASCs and unlimited incidents per month- Prorated Annual Fee for 08/13/2014-6/30/2015 (12% of annual license fees)	\$4,250.00		Upon Receipt

Admin Support	Silver Administrator Support - 15 ASCs and unlimited incidents per month- Annual Fee for 07/01/2015-06/30/2016 (12% of annual license fees)		\$5,100.00***	01-July-2015
Admin Support	Silver Administrator Support - 15 ASCs and unlimited incidents per month- Annual Fee for 07/01/2016-06/30/2017 (12% of annual license fees)		\$5,355.00***	01-July-2016
Discount	One -Time Discount for D2L Insights Annual Fee - FTE	-\$50,000.00		
Total Fees		\$40,092.92	\$98,628.58	

Additional Financial Terms

D2L agrees to waive storage overage charges provided that Client's data storage does not exceed 500 MB/student in any contract year unless otherwise agreed between the Parties, and Client and D2L shall review Client's data storage requirements at the end of each contract year to ensure this limit is not being exceeded.

*Subject to change depending upon the Consumer Price Index-Urban Consumers published by the U.S. Department of Labor (the "CPI") for the applicable time period noted.

**The Parties agree that Client may terminate Insights on June 30, 2015, by providing D2L with no less than 30 days' written notice of its intention to do so.

***Subject to change should Client choose keep Insights beyond June 30, 2015.

CHANGES TO EXISTING GOVERNING AGREEMENT TERMS

1	Notwithstanding section A2.02 of the Applications Hosting Addendum, this quote extends the Governing Agreement from August 13, 2014 through to June 30, 2017 (the "Renewal Term"). The Parties agree that following the Renewal Term, the Applications Hosting Addendum shall be extended for additional consecutive one (1) year terms, unless and until either Party notifies the other of its intent to terminate or modify the Applications Hosting Addendum at least 60 days before the end of the then-current term.
2	Annual fees are subject to an annual increase reflected in the CPI plus 2%.

Quotation Attachments

1	Support Schedule (Silver)
----------	---------------------------

This Quotation may be accepted as a binding agreement (Authorizing Document) if it is signed and returned, or if a valid Purchase Order ("PO") referencing D2L's Quote # above is provided. Unless otherwise indicated, all other terms of the Governing Agreement remain in full force and effect. No modifications to this Quote or supplemental terms provided on a PO or similar document will have any binding effect.

This Quotation is valid up to and inclusive of the Expiration Date. D2L reserves the right to accept or reject any PO or signed Quote after the Expiration Date.

To accept this Quotation, either issue a PO referencing the Quote # above, or sign here:

Date:

DocuSigned by:

Monte R Kramer

7FBD7D431E3B484...

11/24/2014

THE INDIVIDUAL SIGNING IS AUTHORIZED TO BIND THE CLIENT.

DocuSigned by:

*D2L Authorizing Signature:

Brandon Nussey

Brandon Nussey, CFO

* Authorizing signature required for fees greater than \$20,000

C6EAB373245C4B5...

Date:

11/26/2014

SUPPORT SCHEDULE (SILVER)

Support shall be as specified below. These terms are subject to change in the reasonable discretion of D2L after informing Client. Support fees are set forth in quotation #007925, which may be amended from time to time.

S1 Definitions

- S1.01 Emergency means an Incident that is time critical, materially impairs the use of Software and is essential to the operation of Client's business.
- S1.02 General Support means access to D2L's client web site, general notifications, advisories, newsletters and similar services.
- S1.03 Incident means a query regarding, or user-identified concern about Software.
- S1.04 SLO means Support Level Objectives, as set out in Exhibit A hereto.
- S1.05 Support means Software assistance, help desk and remote support, Upgrades, fixes, and other services set out in this Support Schedule.

S2 Authorized Support Contact Name(s) (ASC)

S2.01 Client shall provide name(s) of its Authorized Support Contact(s) to D2L. Authorized Support contact(s) will have privileges to log and monitor support. In addition, named Authorized Support Contact(s) will have access to support available to End Users as specified below. Authorized Support Contact(s) may access D2L's client web site (www.D2L.com) for information about how to obtain Documentation and available Upgrades.

S3 Support

- S3.01 D2L provides Support 24/7, 365 days per year to Client.
- S3.02 Support is available to record Incidents, explain the functions and features of Software and clarify the contents of Documentation. Incidents may be submitted through D2L's web-based portal, or using a predefined D2L Support email address, or by calling the D2L helpdesk.

S4 Service Levels

S4.01 Target Service Level Response Times are attached as Exhibit A. These service level responses are intended to be a general guideline of expectations for providing service to our customers.

S5 Remote Access

S5.01 To allow D2L to assess Incidents in the Software, Client shall use reasonable efforts to permit D2L remote access to Client's systems.

S6 Additional Authorized Support Contact(s); Number of Contacts

S6.01 Additional Authorized Support Contact(s), beyond the one(s) currently included in the Fees and Rates Schedule, are available at the cost set forth in the Fees and Rates Schedule.

S7 Escalation

- S7.01 If D2L is unable to resolve a request in a reasonable length of time, or if the priority or severity of the request changes due to external factors, the request will be escalated. D2L support may request additional information to assist in the understanding of the problem. Escalation may require further research by the Help Desk, consultation of other D2L support staff members, and/or consultation with the D2L development team.
- S7.02 If Authorized Support Contact(s) reasonably believe(s) the request has been mis-categorized or the severity has changed due to changing factors at the Client's site or elapsed time, the Authorized Support Contact(s) may contact Help Desk to request the Severity be reconsidered.

S8 Other Services

- S8.01 D2L and Client shall meet quarterly to review SLOs, Incidents submitted and other metrics.
- S8.02 Client may not use Support for services other than Support. Services not identified in this Schedule, including training, implementation, modifications, configuration and communications, will be charged at the Rates, except for out-of-pocket and per diem expenses.

S9 Language of Support

S9.01 All Support will be provided in the English language unless agreed otherwise in the Fees and Rates Schedule. If Support is provided in another language without written agreement or modification through an Authorizing Document then there is no guarantee of follow-up or to provide further Support in a language other than English.

S10 Termination

S10.01 Support is terminated when the relevant Addendum expires or is terminated.

S11 Reinstatement

S11.01 If Client is in default for payment under the Master Agreement, D2L may, at its option, (a) charge a reinstatement fee of \$10,000 United States dollars (USD) to reinstate Support in addition to all the pending unpaid amounts due and charged for future Support according to D2L's then-current support policies; or (b) decline to provide Client Support.

EXHIBIT A

Severity Level Definitions & Target Response Times

Severity Levels	Scope
Severity 1 – Emergency:	
D2L Software is down or Client is unable to restart it; critical Software problem with a very high impact on day-to-day use	Software is not accessible to any users Critical tools needed for normal operation are not usable Critical data is not accessible Data is being lost due to a problem with the Software The security of the Software is being compromised
Severity 2 – High	
Use of the Software is significantly impaired, making it very difficult to use in the manner intended	Software is up and running yet users are unable to access entire components Presence of the problem prevents a particular tool or function from working and there are no alternatives to achieve the desired end result A problem that is causing significant impact to portions of the Software. For example, a high number of End Users in a class having difficulty posting information in a discussion area, or End Users cannot access a specific course. Custom Tools that are not working after an Upgrade
Severity 3 – Moderate	
All major functionalities of the Software are working and the installation is up and running, but there are several small Incidents within some functionalities that make the Software difficult to use; minimal impact on the Software as a whole	Problem is not serious by nature No data loss Overall Software has not failed Unexpected results within routine tool or function An Incident limited to a small number of End Users Incidents specific to an End User not significantly affecting use of the Software
Severity 4 – Low (default)	
Authorized Support Contact needs instructions, minor issues with little to no impact on the Software as a whole. Informational requests about the Software, feature requests and general inquiries are considered low in severity. All tickets default to “Low Severity” initially.	No effect on Software Minor questions on usability, informational requests about the Software, or feature requests Isolated unexpected behavior that cannot be reproduced and has little to no impact on the Software or the End Users

Severity Level	Call Center SLOs		Communication Frequency SLO	Initial Response	Target Resolution
	Average Answer Speed	Target Service Factor			
Severity 1	60 seconds	90% in 30 seconds	N/A	60 minutes	24 hours
Severity 2	60 seconds	90% in 30 seconds	N/A	24 hours	3 business days
Severity 3	60 seconds	90% in 30 seconds	N/A	48 hours	7 business days
Severity 4	60 seconds	90% in 30 seconds	N/A	48 hours	7 business days



South Dakota Board of Regents

Analytics Implementation

Statement of Work

February 2013

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Institution	South Dakota Board of Regents (SDBOR)
Project Name	Analytics Implementation
Project ID	SDBOR-113
Project Start Date	February 14, 2013
SDBOR Project Manager	Ruth Peters
SDBOR Technical Lead	Ruth Peters
D2L Project Manager	Robson Picinato
D2L Technical Lead	Mike Ellis
D2L Account Manager	Mario Sanchez

1.0 Project Description

This Statement of Work describes the scope, deliverables, assumptions, acceptance criteria, work effort limitations, and other particulars required to implement Desire2Learn products and integrations described herein for the South Dakota Board of Regents (SDBOR). The Statement of Work and the work provided hereunder are subject to terms and conditions contained in the Master Agreement between D2L Ltd. and South Dakota Board of Regents (SDBOR), dated August 13, 2007.

2.0 Project Scope

The scope is to implement the deliverables outlined in section 3.0.

- Analytics Implementation

3.0 Deliverables

Desire2Learn will provide the following deliverables:

3.1 Analytics Implementation

- Desire2Learn will provide consulting, guidance and support to SDBOR to configure the Analytics Portal. The Analytics implementation includes the following consultations:
 - Business analysis and requirements gathering
 - Document requirements and use cases
 - Configuration Support
 - Training – Admin
- Desire2Learn Analytics will be implemented such that an end user can:
 - Use standard and ad hoc reporting in Analytics to query a database of interaction data related to the use of the Desire2Learn Learning Environment.
 - Access the Analytics Reporting Tool which allows site administrators to view standard reports, manage dashboards, create ad-hoc reports, and schedule email delivery of standard and ad hoc reporting
 - Access the Analytics Portal to generate, view, and download reports based on permission level

Acceptance of this deliverable is described in section 4.1.

4.0 Acceptance Criteria

The following describes the criteria by which completion of deliverables described in section 3.0 is indicated.

4.1 Acceptance criteria for Analytics

- Acceptance will be deemed complete when:
 - Desire2Learn has provided consulting, guidance and support to SDBOR to configure the Analytics Portal. The Analytics implementation includes the following consultations:
 - Business analysis and requirements gathering
 - Document requirements and use cases
 - Configuration Support
 - Training – Admin
- And when an end user with sufficient permissions as defined by SDBOR can:
 - Run standard and ad hoc reports within Analytics to query a database of interaction data related to the use of the Desire2Learn Learning Environment.
 - Access the Analytics Reporting interface and is able to view standard reports, manage dashboards, create ad-hoc reports, and schedule email delivery of standard and ad hoc reporting
 - Access the Analytics Portal to generate, view, and download reports based on permission level
 - Access the new reports introduced in Analytics v2.0 such as Course Access, Learning Environment Logins, User Tool Access, Program Learning Outcome Evaluation.
 - Acceptance will be deemed to occur on the earlier of when the deliverables described in section 3.0 substantially conform to their specifications or when they are first used in a production environment.

The following documentation will be produced as part of this deliverable:

- Analytics Workbook
- Analytics Consulting Agenda

5.0 Desire2Learn Responsibilities

Desire2Learn will execute the required work effort as described in the project plan outlined in section 7.0. Generally, this will include the following services:

5.1 Project Management

Desire2Learn will provide ongoing project management for Desire2Learn project team members, including schedule, budget, scope, risk, and change control, throughout the duration of the implementation. The Desire2Learn implementation team will participate in regular project status meetings and the Project Manager will prepare weekly/monthly status reports demonstrating overall project health.

5.2 Deployment

Desire2Learn will install the required application code to fulfill the deliverables described in section 3.0

5.3 Implementation

Desire2Learn will provide consulting, configuration support, recommendations, and other work efforts as described in the proposed project plan outlined in section 7.0.

5.4 Training

Desire2Learn will provide training to SDBOR's personnel as described in the proposed project plan outlined in section 7.0.

6.0 SDBOR's Responsibilities

SDBOR will provide the required work effort as described below:

6.1 Project Management

SDBOR will provide ongoing project management for their work effort in support of the project plan outlined in section 7.0. The SDBOR project manager will act as the single point of contact for the Desire2Learn project manager. The SDBOR project manager will be responsible for facilitating the following requests of SDBOR:

- Decision requests
- Change requests
- Other approvals as required
- Acceptance of deliverables

6.2 Other Personnel

SDBOR will provide the appropriate personnel required to support the ongoing work efforts of the project as described in the proposed project plan outlined in section 7.0.

7.0 Implementation Plan

This sample implementation plan is meant to convey approximate task duration, sequence and dependencies only. The detailed implementation schedule will be jointly defined and documented by SDBOR and Desire2Learn in the project initiation phase.

ID	Task Name	Resource Names	Duration	Start	Finish
1	SDBOR Analytics Implementation Project Plan		184.56 days	Mon 1/21/13	Fri 10/4/13
2	Initiation		105 days	Thu 2/14/13	Wed 7/10/13
3	✓ Project Kick-off meeting	PM, IC, SDBO	1 hr	Thu 2/14/13	Thu 2/14/13
4	✓ Project Planning meeting	PM, IC, SDBO	1 hr	Mon 2/25/13	Mon 2/25/13
5	✓ Develop initial project plan	PM	2 days	Mon 2/25/13	Wed 2/27/13
6	✓ Analytics discussion (org structure) / demo	PM, IC, SDBO	1 hr	Wed 3/27/13	Wed 3/27/13
7	✓ SDBOR Decision to upgrade to Analytics 2.0 & Consulting/Training	SDBOR	0 days	Thu 4/18/13	Thu 4/18/13
8	✓ Project Planning meeting	PM, IC, SDBO	1 hr	Thu 5/30/13	Thu 5/30/13
9	Book consulting sessions/workshops	PM, SDBOR	5 days	Thu 6/13/13	Thu 6/20/13
10	SOW Development / Sign-off		97.88 days	Mon 2/25/13	Wed 7/10/13
18	Analytics Deployment		125 days	Mon 1/21/13	Fri 7/12/13
19	✓ Deploy SDBOR Analytics v1.8 in Prod	DS	42 days	Mon 1/21/13	Tue 3/19/13
20	✓ Verify site and analytics deployment	IC	5 days	Wed 3/20/13	Tue 3/26/13
21	SDBOR Analytics upgraded to 2.0	DS	0 days	Tue 7/9/13	Tue 7/9/13
22	Verification of Analytics 2.0 by IC	IC	4 days	Tue 7/9/13	Fri 7/12/13
23	Training and Consulting		31.44 days	Tue 7/23/13	Wed 9/4/13
24	Session #1: Admin Introduction to Analytics	IC, SDBOR	2 hrs	Tue 7/23/13	Tue 7/23/13
25	Session #2: Standard Reports and Data Domain Definition	IC, SDBOR	2 hrs	Tue 8/6/13	Tue 8/6/13
26	SDBOR internal meeting - prep for reporting objectives session	SDBOR	2 hrs	Tue 8/13/13	Tue 8/13/13
27	Session #3: Client Reporting Objectives Deep Dive - Workshop 1	IC, SDBOR	2 hrs	Tue 8/20/13	Tue 8/20/13
28	SDBOR internal meeting - prep for reporting objectives session	SDBOR	2 hrs	Wed 8/28/13	Wed 8/28/13
29	Session #4: Client Reporting Objectives Deep Dive - Workshop 2	IC, SDBOR	1.5 hrs	Wed 9/4/13	Wed 9/4/13
30	Solution documentation		27.56 days	Wed 8/21/13	Fri 9/27/13
31	Review and investigate Use Cases from session #3	IC	5 days	Wed 8/21/13	Tue 8/27/13
32	Review and investigate Use Cases from session #4	IC	5 days	Wed 9/4/13	Wed 9/11/13
33	Develop Use Case and Solution Proposal document	IC	10 days	Wed 9/11/13	Wed 9/25/13
34	Session 5 - Wrap up - Solution proposal review	IC, SDBOR	1 hr	Fri 9/27/13	Fri 9/27/13
35	Project Management		166.56 days	Thu 2/14/13	Fri 10/4/13
36	Project Management activity	PM(2%)	32 wks	Thu 2/14/13	Wed 9/25/13
37	Project closure		5 days	Fri 9/27/13	Fri 10/4/13

8.0 Project Change, Decision, and Approval Requests

8.1 Change Requests

Scope changes and/or additions requested by SDBOR (i.e. that are not documented in this statement of work) will be managed by following the Change Request process:

1. Desire2Learn Project Manager will gather SDBOR requirements summary
 - a. Desire2Learn and SDBOR subject matter experts will be engaged as required for requirements refinement
2. A change request form is created by the Desire2Learn project manager which documents:
 - a. The scope of the change
 - b. The impact of the change (both on schedule and cost)
3. The change request is provided to SDBOR for approval who will respond within 15 business days, or the change request will be deemed not accepted.
4. If SDBOR rejects the change request, no further activities will follow and SDBOR shall not be obligated to pay any additional fee or other amount in connection with such change request.
5. If SDBOR accepts the change, SDBOR will approve and sign the change request.
6. Desire2Learn similarly signs the change request and it becomes fully executed.
7. The Desire2Learn project manager will incorporate the change into the project plan within 15 business days.
8. The change, as documented, is then incorporated into the project plan with corresponding invoice(s).

8.2 Decision Requests

Decisions which do not affect Scope and/or do not constitute a Change Request will be managed by following the process:

1. A decision request form is created by the Desire2Learn project manager, which documents:
 - a. The impact of the decision
 - b. The amendments required to deliverables, timetable and/or payment terms.
2. The decision request is provided to SDBOR for approval who will respond within 15 business days, or the decision request will be deemed not accepted.
3. If SDBOR rejects the decision request, no further activities.
4. If SDBOR accepts the change, SDBOR will approve and sign the decision request.
5. Desire2Learn similarly signs the decision request and it becomes fully executed.
6. The Desire2Learn project manager will incorporate the decision request into the project plan within 15 business days.

8.3 Other Approval Requests

The SDBOR project manager is responsible for communicating approvals to the Desire2Learn project manager within 15 business days of request (unless mutually agreed otherwise).

9.0 Project Assumptions


9.1 Project Assumptions

- SDBOR will provide completed Analytics workbooks to Desire2Learn by February 25, 2013.
- The SDBOR Project Manager will facilitate and coordinate booking of meetings with representatives from each campus.
- Given the large number of participants in the consulting/training sessions, the SDBOR Project Manager will facilitate and book internal sessions with campuses and board representatives to discuss reporting requirements and review questions prior to the Client Reporting Objectives Deep Dive workshops with D2L.
- Deliverables required for this project will be produced during regular business hours unless otherwise agreed. Consulting/Training sessions will be conducted in business hours that accommodate both Central and Eastern Time zones.
- Delays in any deliverables or dependencies that result in the need to reschedule other project deliverables and resources may result in a change request that could impact the project budget and/or schedule.
- Any proposed or requested changes to requirements documents represents a project change that will be documented using a change request form that summarizes the change and project impact (in terms of scope, budget, and schedule).
- The timeline outlined in section 7.0 assumes that the Statement of Work is finalized and approved by March 8, 2013. Any delay in finalizing the Statement of Work may result in rescheduling of the project to an unspecified future date based on availability of Desire2Learn resources and the Desire2Learn project schedule.
- D2L consulting and training on Analytics will start after SDBOR's Analytics installation is successfully upgraded to Analytics v2.0 in Production (scheduled for July 5th 2013).


9.2 Out of Scope

- Customization of the LE or Analytics
- Development of custom reports out of Analytics or LE.
- Changes to the Org Structure within LE (e.g. changes to support reporting on Multi-Organization; Learning Outcome Assessment; Learning Outcome Evaluation reporting; Accreditation Reporting)
- Student Success System implementation
- Upgrade to newer version of LE or Analytics
- Travel and related expenses are not included in scope of this Statement of Work.
- Refreshes of the non-Production environments from Production are out of scope of this Statement of Work.

10.0 Scope Acceptance

 South Dakota Board of Regents
David Hansen, System CIO
8/13/13

Date

DocuSigned by:
 D2L Ltd.
C6EAB373245C4B5...

8/27/2013

Date

Appendix A: Change Request Form

Date:

Number:

Details of Proposed Change

No.	Request Title	Reason	Impact	Request Date	Requestor	Approved By	Status	If not approved, reason:	Close Date
CR1			Choose an item.	Click here to enter a date.			Choose an item.		Click here to enter a date.
CR2			Choose an item.	Click here to enter a date.			Choose an item.		Click here to enter a date.
CR3			Choose an item.	Click here to enter a date.			Choose an item.		Click here to enter a date.
CR4			Choose an item.	Click here to enter a date.			Choose an item.		Click here to enter a date.
CR5			Choose an item.	Click here to enter a date.			Choose an item.		Click here to enter a date.
CR6			Choose an item.	Click here to enter a date.			Choose an item.		Click here to enter a date.

Appendix B: Decision Request Form

Date:

Number:

Details of Proposed Change

1. Impacts:2. Amendments to Deliverables:3. Amendments to Timetable:4. Amendments to Payment Terms/Price/Rates:

Signed for and on behalf of the Supplier by its duly authorized representative:

.....

Signed for and on behalf of SDBOR by its duly authorized representative:

.....



South Dakota Board of Regents
Learning Management System
Request for Proposal

GENERAL PROPOSAL

April 17, 2007

For Further Information Regarding this Document Contact:

Stephan Meyer
Regional Sales Manager
Stephan.Meyer@Desire2Learn.com

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Kitchener-Waterloo, ON
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Tel: 519.772.0325 Fax: 519.772.0324

Joshua M. Riedy
Academic Director, Electronic University Consortium
South Dakota Board of Regents
306 East Capitol Ave, Suite 200
Pierre, SD 57501-2545

Re: South Dakota Board of Regents Learning Management System RFP

Dear Mr. Riedy:

Thank you for the opportunity to respond to your RFP for a Learning Management System (LMS) for the South Dakota Board of Regents. After careful examination of the requirements provided to us in the RFP, we believe that this is an excellent opportunity to deploy our software solution to meet your needs. Your prime contact for this evaluation process will be, I;

Stephan Meyer
Regional Sales Manager
stephan.meyer@desire2learn.com
Phone: 519-772-0325 x402

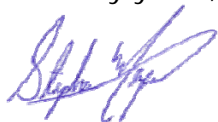
As the sole bidder in this proposal, Desire2Learn Inc. (full legal name), we are not utilizing any subcontractors, and as such assume sole responsibility for all services proposed. It is our understanding that no amendments to the RFP were issued other than the questions and answers provided on the project website.

We have carefully read, understand and agree to all provisions of the RFP, however request an open discussion on several legal items upon further clarification.

Desire2Learn can provide the SDBOR and its organizations with the finest available eLearning platform and an accompanying suite of professional services to ensure that the LMS exceeds your expectations now, and in the future. We offer a flexible, modular platform that allows for complete customization. Our unique architecture will enable your institutions to maintain the autonomy of distinct LMS environments while being hosted from a single Desire2Learn instance, each branded with their own look and feel, unique roles, and organizational structure. Our standards-based approach and special integration middleware give you the benefit of a smooth integration with your Datatel statewide SIS, while enabling multiple authentication mechanisms unique to each institution. Desire2Learn excels in the ability to provide scalable and integrated resources to unify divergent systems in a standardized way.

We hope to support your initiatives and help solidify your position as leaders in learning. We welcome the potential opportunity to establish a strong partnership with the SDBOR and its member institutions and organizations.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Stephan Meyer'.

Stephan Meyer
Regional Sales Manager
Stephan.Meyer@Desire2Learn.com

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3.8.2 Introduction

Desire2Learn is recognized as a world leader with the most complete and adaptable suite of enterprise software products and services to power your learning infrastructure. Our client success and experiences includes some of the world's largest implementations of a state-wide higher education e-Learning platform.

Our company's client-centric philosophy and approach to software design and collaboration, as well as customization, flexibility and ease-of-use, separate us from others in the marketplace. Our solution will provide the South Dakota Board of Regents' system with a robust, scalable and consistent platform across the organization, with the ability to have sub-domains at each campus or other organizational unit.

Our learning platform is the result of seven years of intense R&D and close work with our institutional and academic clients, including the University of Wisconsin System, University of Guelph (Ontario's largest Distance Education program), Minnesota State Colleges and Universities, Florida Distance Learning Consortium, and hundreds of additional schools, colleges and universities. The result is an exceptional platform with an easy-to-use and learner-centric interface and a minimal learning curve, allowing you to get started quickly and grow with ease toward your stated future objectives of increasing eLearning capabilities and positioning the University system to further evolve as a learning organization.

Desire2Learn is uniquely positioned to provide your institutions with great flexibility and ease-of-use through the combination of powerful management (e.g., user, content, data, and organizational management) and communication tools (e.g., instant messaging, email, blog, calendars, events, news, discussions, conferencing, chat/whiteboard, and more). Desire2Learn platform can help position you as a leader in providing outstanding opportunities to learners throughout South Dakota or the world.

In addition, we can help you migrate your existing content from other LMS vendors, train staff, and integrate with your existing campus systems. The migration of legacy data is usually a requirement in implementations similar in scope to yours, and Desire2Learn is experienced in this functionality. We also have extensive experience in accepting recurring data feeds from diverse Enterprise Systems; we understand that an Enterprise Learning Environment should not function in isolation from the organizations' other critical systems.

Desire2Learn distinguishes itself in our pricing models, offering the best value for enterprise systems and the lowest total cost of ownership in the market. We offer ongoing feature enhancements at no additional cost to our clients. Our commitment to our clients with price stability and predictability allows you to accurately factor our solution in your budget process. Desire2Learn has its priorities in order, and we always make certain that our clients are at the top of the list.

Desire2Learn will not use subcontractors to provide any of the products or services described in this RFP response.

As your goals in Section 2 are reviewed, we note a significant alignment with the core strengths of Desire2Learn. The “one-stop” solution for information dissemination and access to resources correlates with core strengths of Desire2Learn. Our ability to host multiple campuses and organizations on a single instance of the software makes the management of your organization easier and more efficient. We believe an eLearning platform should not dictate your approach to teaching and learning. It should be tailored to your needs, desired look and feel, philosophy, vision, brand, and pedagogical approach. Desire2Learn can be configured to accurately mirror your organization’s physical or organizational structure, if desired, and will allow for consistency and standardization in all areas of the implementation (e.g., reporting, portal and course branding, tracking requirements, administrative functions, data management, etc.). This consistency can be maintained while still allowing for a high-level of autonomy among various learning organizations, departments, and campuses.

This approach will also allow you and your organizations to leverage existing resources. The Desire2Learn solution allows you to create unlimited user roles and organizational unit definition to meet the needs of all your organizations, as well as an array of interface customization capabilities. Industry-leading adoption of open standards and specifications such as SCORM, IMS, AICC, IEEE and others ensure interoperability and portability for clients.

Our robust reporting tools combined with information gathering tools (e.g. Survey Tool) will assist you in return on investment reports and studies and facilitate identification of resources needed for state economic development. Other tools (e.g., Competency Management, Selective Release, Rubrics) will assist you in ensuring quality of resources and the quality of the learner experience. Our tools and intuitive design will assist you in improving the quality and enjoyment of each customer’s experience through enhanced access to services. The ease of enrollment, scheduling options, learning experiences, and access to learning history will enable your learners to better concentrate on meeting their learning objectives.

Related to deliverables, we will be providing **Learning Environment 8.1**. The LE is our flagship product, offering a complete web-based suite of easy-to-use teaching and learning tools.

The Desire2Learn comprehensive Learning Environment 8.1 includes:

- **Desire2Learn Customizable Design, Branding, and Pedagogy:** Renowned for our flexibility and customization, clients have the flexibility to customize or create a brand image, navigation bars, interface and accessibility preferences, and unlimited organizational units and roles with granular permissions.
- **Desire2Learn Easy and Convenient Course Management:** Desire2Learn provides the tools clients need to create effective multimedia enhanced content, quizzes, and other features for their courses through integrating multimedia with other course tools, linking course resources, and managing content from their desktops.
- **Desire2Learn Community Interaction and Collaboration:** Enhance interaction and foster a collaborative online learning community by enriching the learning environment and improving learner results. Permissions enable

the administrator to control the level of security according to a role's unique needs.

- **Desire2Learn Discussions, Grades, Statistics, and Feedback:** Effective online training, teaching and learning requires immediate feedback. The Learning Environment produces vital, detailed, and statistical information for all of its learning tools automatically. Instructors can use the resulting data to adjust their teaching practices instantly.
- **Feature-Rich Desire2Learn Quizzing and Assessment:** Robust quizzing leverages the organizational structure by making quizzes and surveys available to multiple organizational units. Questions of various styles and difficulty levels can be created, stored, and organized into a consolidated question library. Instructors can share and randomize their questions, edit quizzes one at a time, preview and grade students' attempts.
- **Desire2Learn Competencies:** Learner competencies allow organizations to standardize assessment and learning objectives across courses and formalize programs or degree certifications in an online environment. Learning Environment 8.1 offers both basic and advanced views of competency libraries, wizards to permit simple development of new competencies, and the ability to easily share competencies within an organizational structure.
- **Desire2Learn Rubrics:** Creating scoring rubrics provides a powerful tool for setting subjective and quantitative assessment criteria for learners as well as structuring feedback. Rubrics can be created with any number of evaluation levels and can be evaluated both automatically and manually.
- **Desire2Learn Reporting and Data Warehouse:** System usage reporting provides a valuable method of measuring institutional effectiveness, by generating reports in multiple render types, flexible report definitions and improved logging. A data warehouse stores the information that is logged and is documented in the data dictionary.
- **Built-in powerful Desire2Learn Survey System:** A full-featured survey system supports all typical question types, emailing custom survey invitations, restricting the number of survey responses, providing optional anonymous surveys, full reporting and statistics, integration with course content, and export to external systems.
- **Conditional Releases and Learning Paths using Desire2Learn:** Instructors can set unique learning paths and establish the access requirements for specific content, discussions, assessments, drop box assignments, news postings, checklists, surveys, and other learning tools.
- **Desire2Learn Dropbox:** Individual learners and groups can submit assignments to various drop boxes within a course. Assignments can also be downloaded with appropriate naming conventions as a zip file for offline review, and instructors can email learners that have not submitted their assignments.
- **Desire2Learn Course Import & Export Components:** IMS compliant packages can be imported in bulk through a wizard-like interface. This provides a faster, more efficient process for course and information transfer.
- **Desire2Learn Blogging:** Desire2Learn's Blog options and permissions allow entries to be private or public, as well as providing published as RSS feeds. As a participant, you have the option to view user profiles when reading a user's Blog, compile and print Blog entries, and attach comments.
- **Desire2Learn Email:** A fully featured email system is completely integrated with the Learning Environment. The Desire2Learn email system is a full

- internal / external email system. This can also be integrated with other email systems using IMAP and other technologies. Flexible permissions allow email options to be set based on each role. Messages can be filtered by course offering.
- **Desire2Learn Ease-of-Migration:** Migrate easily from your existing platform(s) utilizing Desire2Learn's advanced course conversion toolset.

Additionally, we will be offering the following services:

Implementation - <http://www.desire2learn.com/services/implementation.asp>

Course Migration - <http://www.desire2learn.com/services/content.asp>

Training - <http://www.desire2learn.com/training/>

Support - <http://www.desire2learn.com/services/support.asp>

Hosting - <http://www.desire2learn.com/services/hosting.asp>

A detailed work plan identifying and describing the services to be provided, including initial support during installation and testing, as well as a detailed plan for training, courseware conversion, and on-going technical support has been provided in the RFP in Sections 6.9.16 (Implementation), 4.11 (Support), 4.15 (Training), and 4.14 (Course Migration), and in other sections throughout the response. Installation and implementation are included in the one-time Implementation fee. You will be provided unyielding and total support during installation and testing. A Desire2Learn Account Manager will be assigned to be your primary point of contact and the AM will coordinate all issues related to the installation and testing.

A detailed chart addressing the responsibility of SDBOR both before and after the implementation is included with Section 6.9.9. Specifically, we recommend the following roles and responsibilities for the client team:

- Project manager
- Integration technical lead (one or more persons per institution) during the implementation/integration phases
- Course conversion lead
- Technical administrator – for on-going support of the system including database backups, server patches, etc.
- Trainer – one or more persons per institution responsible for setup of courses and training instructors and train-the-trainer personnel, if required.

Timeline considerations are addressed in Sections 6.9.16.3 and 6.9.16.6.

We have done our best in our proposal to represent our truly state-of-the-art system, using as much description as possible. However, a live demonstration is needed to appreciate the full elegance and simplicity of how Desire2Learn has packaged so much functionality and flexibility into an integrated eLearning system.

The Desire2Learn Advantage

We believe that service and support are the keys to building mutually successful relationships with clients so that we become true educational partners. Through innovation, research and development, and customer feedback, we can continue to

build exceptional, industry-leading, enterprise eLearning solutions for educators at all levels.

Features & Benefits	Desire2Learn
Blogging for education	✓
Data warehouse with reporting. No need to run reports against your production database system.	✓
Rubrics tool. Ability to construct rubrics that can be shared across courses/programs for evaluation and feedback.	✓
Competencies Engine. Ability to track student learning outcomes/competencies across your institution(s), put real-time metrics in the hands of students, faculty, and administration. This tool is changing online education for many of our clients.	✓
Complete flexibility, modularity, and customizability	✓
SCORM 1.2 RTE3 Certified with Reporting and SCORM 2004 Certification (1 st Academic LMS to be Certified and only major academic LMS provider to have full support for SCORM as part core platform and not as a plug-in.)	✓
Standards-based Learning Object Repository (LOR) (1 st and only major LMS provider with a standards-based LOR, and we are expanding our leadership in this area with our R&D group called SCORE – Sharable Content Object Repositories for Education)	✓
100% branded to your organization, individual system members, or even specific programs	✓
Unlimited user role and organization unit definition	✓
Powerful and diverse collaboration tools	✓
Students more connected to their peers and instructors to promote a greater sense of community	✓
Most advanced Quizzing and Discussion systems. Includes the ability to share quizzes, surveys, self-assessments and discussions across courses.	✓
All tools instantly interlinked using Desire2Learn Quicklinks	✓
Simple, one-click editing of content and most interfaces, user-centered design – very intuitive system requiring less training and support	✓
Extensive experience in converting content and courses from other platforms and full support for IMS Course Packaging (IMS-CP) and IMS-QTI – the industry specification for importing courses.	✓

3.8.3 Response to Requirements

4 *Response Information*

1	Has the Respondent been declared in default of any contract?
---	--

Desire2Learn Response:

No, Desire2Learn has not been declared in default of any contract.

2	Has the Respondent forfeited any payment of a performance bond issued by a surety company on any contract?
---	--

Desire2Learn Response:

No.

3	Has an incompleting contract been assigned by the Respondent's surety company on any payment or performance bond issued to the Respondent arising from its failure to fully discharge all contractual obligations thereunder?
---	---

Desire2Learn Response:

No.

4	Within the past three (3) years, has the Respondent filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?
---	--

Desire2Learn Response:

No.

5	Is the Respondent now the subject of any litigation in which an adverse decision might result in a material change in the company's financial position or future viability?
---	---

Desire2Learn Response:

No, see answer below.

The Respondent must identify any current or pending litigation in which the Respondent is involved in that has a significant effect on its ability to provide products and services through any contract resulting from this solicitation. Respondent will be required to

supplement this information if additional litigation arises during the term of the contract.

Desire2Learn Response:

While Desire2Learn does not believe that the following statement has any effect on our ability to provide the services and products through any contract resulting from this solicitation, we are providing the following statement in the spirit of complete disclosure:

Desire2Learn Inc has recently been sued by Blackboard Inc for alleged patent violations. Desire2Learn Inc is defending the suit vigorously and has engaged Foley & Lardner LLC (www.foley.com). We deny the validity of Blackboard's patent, and deny any infringement. Desire2Learn has instituted a webpage devoted to all public documents and related materials: www.Desire2Learn.com/PatentInfo . We are confident in our legal position, one which the educational community has overwhelmingly supported.

4.1 SD Tax Identification Number and Federal Employer I.D. #

South Dakota Tax Identification Number and Federal Employer I.D. Number is required if Respondent does business with the State of South Dakota. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require Respondent to file state tax returns and pay delinquent state tax liabilities.

South Dakota Tax I.D. Number: applied for
Federal Tax I.D. Number 98-0464830

4.2 History of the Company/Respondent

Describe the history of the company/Respondent and the history of its specific involvement with Learning Management Systems (LMS). Describe the Respondent's organization (e.g., parent company, age, size, number of customers, offices, number of employees, etc.), including a summary of ownership structure.

Desire2Learn Response:

Desire2Learn was founded on April 20, 1999, and officially incorporated on February 25, 2000. Our company has approximately doubled in revenue each over the last eight years and now has over 150 employees and over 400 clients. Mr. John Baker, President and CEO of Desire2Learn and the employees of Desire2Learn are the sole owners of the company.



Office Location:

305 King St. W., Suite 200,
Kitchener, Ontario
N2G 1B9

Our business activities are solely in the delivery, support and maintenance of Enterprise eLearning Systems for Education, Government and Corporate institutions. One of the things that set us apart as a company is our company structure. We are a privately owned company, with no external investors, no debt, and we have been profitable every year. This means that we have the ability to focus 100% on our clients, as opposed to our competitors who need to focus on their investors, venture capitalists, Wall Street and others whose interests do not necessarily align with those of the end users. We believe you will find that our company structure, people and culture are our strongest competitive advantage.

As part of our business plan, Desire2Learn has one (1) LMS platform product that we offer to all of our customers this enterprise level implementation. We do not charge extra for upgrading to the newest version of our platform. We provide all upgrades to our system on a schedule of your choice at NO COST to our clients. Our philosophy is to market the same enterprise product to all clients, big or small, and to provide the latest version to all clients.

Another significant differentiator for our company is our practice of fixing the annual license cost for our products for the term of our contract with a client. This allows clients to accurately budget for their learning platform and the popularity of this approach is evidenced by a number of our clients that have five to ten plus year contracts with Desire2Learn. Again, due to the fact we do not answer to outside investors, but only to our clients, we maintain price stability better than others in the industry.

We are now the leading enterprise-class learning system provider in North America (counting implementations with over 20,000 or greater active students), and the third largest in overall market share. We have over four million licensed learners with over 400 client locations. Desire2Learn continues to grow in a controlled manner to meet the high demand for our products and services.

We have also formed a Large Institutional and/or System Advisory Board (LISA-B) consisting of the University of Wisconsin System, University of Arizona, Minnesota State Colleges and Universities, The University of Iowa, and The Ohio State University which meets at least twice a year (this year we have met once a quarter). We would welcome new large clients, including the SDBOR, to this advisory board.

Desire2Learn's eLearning Suite represents an integrated set of products built on a common platform. The Learning platform represents the foundation of the eLearning Suite including the infrastructure for all products and services. As the individual products share a common infrastructure, they integrate seamlessly to provide maximum value to clients. The products and services include:

- Learning Platform
- Enterprise Learning Environment 8.1

- Learning Object Repository 3.5
- LiveRoom 4.0
- Registration and eCommerce
- Implementation Services
- Support Services
- Content Services
- Training Services
- Hosting Services

Desire2Learn is proud to offer its latest version (8.1) of the Desire2Learn Learning Platform to the South Dakota Board of Regents in response to this RFP.

Testimonial:

"The University of Wisconsin System licensed Desire2Learn in March of 2003 for all of our fifteen institutions. Within six months of the beginning of implementation, we have over a thousand courses using Desire2Learn. Hundreds of faculty members using the product have been enthusiastic about it, almost without exception. This is testimony to the quality of the product, to the strong partnership between the staff at Desire2Learn, and to the staff that helped implement throughout the UW System, and to the thorough process by which the University of Wisconsin chose the product. The University of Wisconsin intends to use Desire2Learn not only to improve the quality of instruction and learning in our credit and non- credit courses, but also to leverage the product's flexibility to reinvent staff and faculty training throughout our system. We licensed Desire2Learn because we saw the opportunity to move beyond the standard course management system to begin to create a real learning platform for all our students and employees."

Ed Meachen,
Associate Vice President,
Learning & Information Technology
The University of Wisconsin System

Demonstrate the product long-term viability and future development with a description of the Respondent's long-term development strategy and plans to ensure that both the proposed LMS and the Respondent, as a business company, remain viable in the market. In addition, describe the process by which the SDBOR requests for LMS enhancements would be considered and prioritized by the Respondent in formulating future research and development strategy.

Desire2Learn Response:

Going forward, our focus remains on providing innovative technology to assist our clients in their teaching and learning needs. Desire2Learn plans to continue growth of our user base worldwide for our Learning Platform and to increase the user base and maintain our leadership in Learning Object Repository (LOR) technology by helping clients to collaborate. We have introduced extensions to our product for synchronous tools, competency-based learning and other tools to meet the needs of

our clients. In addition, we plan to develop our global support network to be the benchmark for Mission Critical eLearning environments. We would be happy to discuss more about our vision and how it may align with your vision during a face to face presentation.

Additionally, we will continue to be firmly focused on improving and developing new instructor and learner tools that will support all models of instructional delivery for all levels and types of learners. Additionally, Desire2Learn follows standards and is committed throughout the current product and in all subsequent products to accepted standards. We will continue to be a leader in researching emerging standards and in exploring with the applicable regulatory or standards agencies the requirements as new technologies emerge.

With our migration to .NET architecture, Desire2Learn is poised to take full advantage of its modular architecture and innovate very quickly once the research and client input directs the innovation. Desire2Learn Learning Environment (LE) Version 8.1 is our first release that uses Desire2Learn's new .NET based 8-series framework. While many existing tools like Quizzing, Reporting and Course Import/Export have been re-worked to use this new architecture, some of the platform still uses the 7.x ASP-based architecture. As we update tools for future releases, we will progressively migrate all our code to the new 8-series framework and this will be a major focus for the short-term.

Our product roadmap includes increased support for audio and video applications, increased object management in the Learning Object Repository, improved Metadata scalability, a full standards-based ePortfolio that further increases our ePortfolio functionality, increased copyright and Digital Rights Management capacity, increased portal functionality, providing increased scaffolding opportunities for learners, and most importantly, continuing to innovate in ways that eliminate the barriers of distance and course boundaries.

Enhancements scheduled for near release include:

- Ongoing compliance with standards and guidelines as they are completed
- More synchronous applications, including improvement to audio and video support and improvement to application sharing functions
- Enhancements to our e-commerce module
- Enhancements to our Learning Object Repository, including improvement of metadata scalability, expanded Bulk Package/Upload/Publish capacity, and LOR homepages
- Enhancements to our logging and reporting module
- Continued enhancements for our client layer – allowing clients to build their own technologies
- New intellectual property rights and digital rights management solutions
- Improved online collaboration tools, including workflow management and collaborative content authoring tools
- Built-in accessibility verification tools for new courses
- Wireless applications and new solutions for mobile learning
- Software to bridge the gap between in-class and online
- Full migration of all tools to the 8x architecture
- Increased integration of Portfolio toolsets
- And much more!

When discussing vision, the Learning Repository (LOR) must be included. Desire2Learn is proud to be the first company to offer a fully integrated standards-based Learning Object Repository, allowing our clients to store, tag, search, and reuse Learning Objects. The Learning Object Repository allows content created in the Learning Platform or elsewhere to be shared across the hall, across campus or around the world.

The Desire2Learn Learning Object Repository technology incorporates industry standards, such as SCORM/IMS, Dublin Core, and others. It allows you to import new Learning Objects into a searchable repository where instructors can quickly incorporate the appropriate content into course topics within the Desire2Learn Learning Platform.

Access is based upon user and role permissions and all activities are fully tracked to be subsequently reported upon. The use of the linking feature enables a Learning Object (course, module, file, etc.) to be stored in one place and used in multiple courses anywhere. When the author updates the object, changes replicate automatically to all courses in which it is being used. This is an extremely powerful feature. The LOR saves countless hours of rework, developing the same course multiple times, as well as data storage and management resources.

The future of Learning Object Repositories lies in the ability to facilitate Federated Searching. We are also using IMS DRI through a version of ECL to connect to any number of repositories. The Desire2Learn LOR enables users to conduct federated searches across other repositories and library systems, and enables the sharing of Learning Objects with other institutions and organizations regardless of geographic location. One prominent example of a currently supported repository is the Multimedia Educational Resource for Learning and Online Teaching (MERLOT) cooperative.

A discussion of two key partnerships exemplifies our commitment to emerging trends in educational technology. Our recent partnership with l'Université de Moncton and the National Research Council (Government of Canada's premier organization for research and development) provides for the development of an eLearning framework that will have a beneficial impact on Desire2Learn's core learning environment for all our existing and future clients. In the education and training industries, there has been an increased demand for rich and interactive content with workflow-type tools to create content efficiently without compromising quality. Current content development estimates vary from 10 to 100 hours of multimedia development time to produce one hour of online training. As such, Desire2Learn, l'Université de Moncton, and the National Research Council proposed an eLearning framework (SynergiC³) to address the needs within the eLearning industry through creating a structure that would increase productivity of the development of various content forms.

Key features SynergiC³ and the Desire2Learn partnership are intended to provide:

- **Improved efficiency** - automation of key e-Learning design and development processes results in the elimination of many unnecessary steps and accelerates content development through tools and applications.

- **Better process control and end product quality control** – improved management of processes and quality control achieved through standardizing working methods and the availability of audit trails.
- **Flexibility** – software control over processes enables their re-design in line with changing business needs.
- **Cost reduction** – reducing costs for production of custom and generic highly interactive multimedia learning content.
- **Modular** – modular software enables e-Learning professionals to integrate various tools as well as ensuring integration with existing and emerging e-Learning framework solutions.
- **Integration and export** – integration with ongoing international initiatives like the recently completed eduSource framework targeting Distributed Learning Object Repository Networks (DLORNs).
- Integration of aspects of learning design for creating learning content, streamlining communications and production flow in educational and other multimedia production environments (including geographically dispersed teams using varied connection speeds).

Additionally, CLOE (Co-operative Learning Object Exchange) has chosen Desire2Learn as a Learning Repository (LOR) provider "due to their innovative future-oriented thinking and leading edge attitude," stated Peter Goldsworthy, Manager of CLOE. "Together with Desire2Learn research and software and the CLOE research and community we hope to have a winning combination for advanced Learning Object development."

CLOE went through a thorough investigation of different LOR providers and determined that Desire2Learn was the only organization that answered all their questions pertaining to what they required in an LOR. CLOE was also thoroughly impressed with the direction that Desire2Learn had taken in terms of its forward thinking functionality and product improvement. They felt that Desire2Learn's leading edge technology would facilitate the organization's future growth and direction.

CLOE will be working closely with Desire2Learn as they replace their existing application with the Desire2Learn Learning Repository, as well as working on a new peer review project. This project will allow professors to get the most out of their publishing and tenure review which will be a significant feature for all CLOE users.

Desire2Learn would like to bring this innovative spirit to the South Dakota Board of Regents' projects and initiatives.

Provide information on company background, long-term viability, and experience with similar projects with particular emphasis on local, state, and federal government work. Include any affiliations to other corporate or organization entities, as well as information on general organization and staffing, scale of operations, and the Respondent's proven market for LMS. Identify staffing levels (as full time equivalencies, if necessary) in the following areas: sales and marketing, financial, research and development, technical support, training, conversion of current products, and interface with other systems.

Desire2Learn Response:



Our clients (using our LMS) have been winning first place awards from many organizations throughout North-America, such as the UCEA, NAWeb, etc., for distinguished distance courses, portals, overall learning system, and exemplar use of learning technologies – we are providing the industry-leading end-to-end e-Learning and portal solution.

Desire2Learn also spends a considerable portion of its budget on R&D to ensure clients remain ahead of the competition and have the best technology to deliver their programs. This is shown in our leadership in projects such as SCO-RE (Shareable Content Object Repository for Education – with the University of Wisconsin System, Academic ADL co-Lab, Florida Distance Learning Consortium, Southern Regional Education Board, Maryland State Department of Education, and others), C3L (Collaborative Content Creation Laboratory – a new way of authoring content in teams using embedded instructional design framework(s), templates, project management tools, and other technology), leading work done on SCORM, IMS, and on many other projects. Desire2Learn is determined to listen closely to clients and continue to invest in R&D so we can remain two-three years ahead of all our competition in technology, service and support.

We are actively involved in leading the way towards widespread improvement in learning technology for higher education. We have sponsored many higher education learning technology events and spoken at several of these events.

We are also working with and hope to expand our relationships with leading R&D organizations and standards in order to build the next generation of learning software with our innovative partnerships and client relationships. And we listen, too - our ears are always open to our client's needs and desires, often resulting in superior product enhancements. We even have a Higher Education Advisory Team consisting of numerous educators and industry professionals to offer specific feedback and advice. We would also hope to involve key representatives from your organization on our advisory team and to join our user communities.

Desire2Learn has always been and will continue to be committed first and foremost to higher education and e-Learning. Our original Learning Management System was designed for higher education, as we were working closely with a leader in the field of higher education (the University of Guelph). More recently we have established ourselves as the clear leader in enterprise eLearning technology with some of the largest enterprise implementations in the world (i.e. University of Wisconsin System, and Minnesota State Colleges and Universities, MiCTA).

Desire2Learn currently has 150 employees. Percentage of Full time Employees (of ~150 FTEs) dedicated to each area:

R&D including QA – 43%
Support/implementation/IT – 27%
Training & content services – 10%
Sales - 11%
General Admin – 9%

We have numerous state clients (various State Departments of Education, state Colleges and Universities). An example of a government client is the Canadian Defense League that is rolling out our LMS and LOR to over 120,000 users across the Department of Defense over the next five years in over 50 different educational institutions in CDA, Army, Navy, and Air Force.

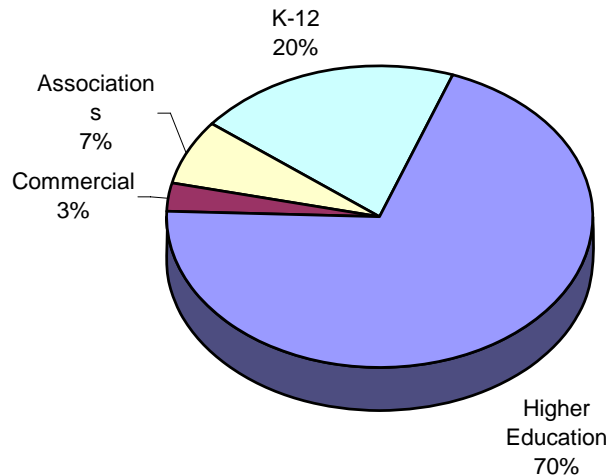
We currently serve over four million active users and 400 separate clients. Desire2Learn has been building tools for teaching and learning for the past seven years and has never wavered in its commitment to our academic clients. Our focus, going forward, remains on providing innovative technology to assist our clients in their teaching and learning needs.

4.3 Market Strategy

Describe the software product(s) and services strategy, including markets served. The SDBOR is particularly interested in knowing if products are designed for the higher education, technical education, K-12, or corporate training market. Identify if there is a specific unit dedicated to support the higher education market and where it is located within the organization. Describe the Respondent's commitment to the higher education market and provide a document such as a statement of commitment, press releases, and white papers. Include an organizational chart that shows how the higher education sector fits within the organization and how it is supported.

Desire2Learn Response:

Although we have developed specific tools and technology for K-12, associations, corporate, and government agencies, our primary focus has always been on the academic application of technology. As illustrated in the figure below, the vast majority of R&D is dedicated to higher education: it receives 70% of our attention, whereas K-12 and associations/other receive approximately 20% and 10% respectively. We also dedicate more than 80% of our sales and marketing effort towards higher education.



Desire2Learn's Focus

4.4 Patents

Patents are an indication of leadership and commitment to a development direction. Describe any patents granted or pending that are relevant to this proposal, including the patent number. (If none, answer "None.") Provide detailed information regarding any relevant patent litigation.

Desire2Learn Response:

Desire2Learn is currently in litigation regarding an alleged patent asserted by a competitor. For further information about the suit and its status, please visit www.Desire2Learn.com/patentinfo. We believe the suit is unfounded, and we are defending vigorously. We do not expect that the suit will result in any material change to our financial position or future liability. .

4.5 Software Enhancements and Upcoming Releases

Describe the number, chronology, and nature of major software releases in each of the past five years, along with the anticipated schedule (or roadmap) for the next three years.

Desire2Learn Response:

Our product roadmap includes increased support for audio and video applications, increased object management in the Learning Object Repository, improved Metadata scalability, a full standards-based ePortfolio that further increases our ePortfolio functionality, increased copyright and Digital Rights Management capacity, increased portal functionality, providing increased scaffolding opportunities for learners, and most importantly, continuing to innovate in ways that eliminate the barriers of distance and course boundaries.

Enhancements scheduled for near release include:

- Ongoing compliance with standards and guidelines as they are completed
- More synchronous applications, including improvement to audio and video support and improvement to application sharing functions
- Enhancements to our e-commerce module
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- Wireless applications and new solutions for mobile learning
- Software to bridge the gap between in-class and online
- Full migration of all tools to the 8x architecture
- Increased integration of Portfolio toolsets
- And much more!

Future Developments/Learning Environment:

LE 8.1.1 Maintenance release for LE 8.1

LE 8.2 Full migration of all tools to the 8x architecture
Beta – January 2007
General Access – May 2007

In the last 36 months we have released seven upgrades in four month intervals (5.2, 6.0, 6.1, 7.0, 7.1., 7.2, 7.3, 7.4) with approximately six to ten patches depending on what client requirements have been for enhancements between major versions.

4.6 Vision for the Future

Describe the Respondent's plan for further development of its software/services during the next five years. Include information about the Respondent's commitment to standards such as AICC, SCORM, IMS QTI, IMS Enterprise.

Desire2Learn Response:

Desire2Learn plans to continue growth of our user base worldwide for our Learning Platform and to increase the user base and maintain our leadership in Learning Object Repository (LOR) technology by helping clients to collaborate. We have introduced extensions to our product for synchronous tools, competency-based learning and other tools to meet the needs of our clients. In addition, we plan to develop our global support network to be the benchmark for Mission Critical eLearning environments.

Desire2Learn follows standards and is committed throughout the current product and in all subsequent products to accepted standards. We will continue to be a leader in researching emerging standards and in exploring with the applicable regulatory or standards agencies the requirements as new technologies emerge. As referenced, Desire2Learn is proud to be the first academic CMS/LMS to be SCORM certified and is currently certified to the highest level, SCORM 1.2 RTE 3 (full support) and SCORM 2004, with the ADL Co-Lab. Additionally, Desire2Learn continues to lead the industry towards standards adoption with fully integrated SCORM reporting and a SCORM compliant Learning Object Repository. Desire2Learn is the platform of choice for the ADL CoLab to demonstrate SCORM.

Other efforts underway with standards include: assisting publishers to utilize standards for their content, federated searching in partnership with MERLOT, development of an ePortfolio based on open standards with the Ohio State University and the extension of our Desire2Learn Learning Object Repository to a stand-alone platform that can work across networks independent of the LMS being used by your collaborative partners. Desire2Learn is proud to have been chosen as the platform for the Canadian national repository project CLOE.

With our migration to .NET architecture, Desire2Learn is poised to take full advantage of its modular architecture and innovate very quickly once the research and client input directs the innovation. Desire2Learn Learning Environment (LE) Version 8.1 is our first release that uses Desire2Learn's new .NET based 8-series framework. Our product roadmap includes increased support for audio and video applications, increased object management in the Learning Object Repository, improved Metadata scalability, a full standards-based ePortfolio that further increases our ePortfolio functionality, increased copyright and Digital Rights Management capacity, increased portal functionality, providing increased scaffolding opportunities for learners, and most importantly, continuing to innovate in ways that eliminate the barriers of distance and course boundaries.

4.7 Strategic Partnerships

Describe any strategic partnerships or alliances with other technology or educational entities? If so, how might these benefit the SDBOR project? (If none, answer "None.")

Desire2Learn Response:

Desire2Learn partners with clients of all sizes throughout the U.S. and around the world. Our clients are an integral part of our development process, driving product requirements at every stage of development. We often partner with clients to develop new technology. Examples of this include development work with clients on the Learning Object Repository, integrated synchronous communication tools, portfolio tool development with the Ohio State University, and plans to develop PDA interaction for residents on rounds with the Chicago Medical School. While we firmly believe that each client is unique, we can call upon our wealth of prior experience to assist you in implementing the best system to meet your individual needs.

Additionally, the Partner Network is Desire2Learn's industry "partner program" (<http://www.desire2learn.com/partners/>). This program was created to support the collaboration requirements of Desire2Learn's clients, and represents a new phase in the growth and development of our company. As we continue to grow we will look to create partnerships with organizations that share a similar passion for eLearning and client success.

Establishing relationships with organizations to support the needs of clients is nothing new to Desire2Learn. In fact, it is this commitment to our clients that has given rise to the Partner Network. As we have grown we have come to recognize a need to better communicate and collaborate with solution providers focused on eLearning, and we are pleased to offer the Partner Network to support our growing network of industry alliances.

The Partner Networks governing philosophy is to create win-win-win situations, enabling both organizations to provide better solutions and services to clients, enriching the eLearning experience.

Following is a sampling of our current partners:

- Sungard
- Turnitin
- Elluminate
- Web Train
- Design Science
- Microsoft (Gold Certified Partner)
- Sun
- IBM
- eLearn Campus
- and many others with ongoing considerations

4.8 Third Party Software

Describe any relationships with other software providers that are relevant to this proposal. (If none, answer "None.")

Desire2Learn Response:

Desire2Learn understands it is imperative that the chosen LMS vendors have a close working relationship with Datatel. We understand these requirements and are diligently working with them to formalize a partnership. We have done numerous integrations with Colleague, and are willing to facilitate a three way dialogue if SDBOR feels it necessary.

4.9 Respondent Capabilities

Describe the Respondent's experience and capabilities in providing similar services to those required. Respondents describe their experience with and ability to deliver

centralized and decentralized LMS. Include a current list of all organizations with whom the Respondent has done business similar to that described in this solicitation within the last three years. Identify specific projects, dates, and results.

Desire2Learn Response:

We have extensive experience in meeting client requirements similar to those of your institutions, including number of learners, single enterprise installation, integration with other administrative systems, course conversions, integration with third-party tools and more. We have many clients that are of similar size to SDBOR, including the following clients: Fanshawe College (20,000 users) Rochester Institute of Technology (20,000 users) and the University of Iowa (28,000 users), and through large-scale state-wide single instance consortiums including Minnesota State Colleges and Universities, University of Wisconsin System The Florida Distance Learning Consortium, and The Ohio State University System.

Multiple colleges/schools, data systems and roles are easily handled by the Desire2Learn platform. Desire2Learn has proven its reputation as the most robust, scalable and reliable eLearning system for higher education in North America. With single instance consortiums, such as the Minnesota State Colleges & Universities, the University of Wisconsin System, Calgary Board of Education and others, Desire2Learn has demonstrated 99.996% or better uptime in service of more than 200,000 users on one instance.

Of particular interest to SDBOR should be:

Minnesota State Colleges & Universities

- Single implementation of Desire2Learn serving 34 distinct higher-education clients and over 370,000 students
- <http://d2l.project.mnscu.edu/>

The University of Wisconsin System

- Single implementation of Desire2Learn serving 18 distinct higher-education institutions and over 250,000 students

The Tennessee Board of Regents

- Single implementation of Desire2Learn (hosted by Desire2Learn) serving 45 campuses and over 185,000 students
- <http://elearning-wiki.tbr.edu/>
- Formally a complete WebCT state...switch to Desire2Learn
- http://www.desire2learn.com/news/newsdetails_42.asp

4.10 Project Management

Identify personnel to conduct the project with details on training and work experience. Provide resumes describing the educational and work experiences for each of the key staff that would be assigned to the project. No change in personnel assigned to the project will be permitted without the approval of the system project director/manager.

Desire2Learn Response:

Desire2Learn is committed to the success of this project, and as such, will dedicate many of its key personnel to this project:

Role	Skills and Experience
Account Manager	<p>Dana Frigula</p> <p>Account Manager at Desire2Learn</p> <p>Dana graduated with an Honors B.A.Sc. of Mechanical Engineering with an option in Management Sciences from the University of Waterloo.</p> <p>Dana has a strong project management background having worked as a Project Engineer previous to her role at Desire2Learn. Dana combines a strong customer focus with her in-depth knowledge of the Desire2Learn platform to ensure effective and high quality account management. Dana provides all clients she manages with a dedicated single point of contact, and guaranteed accountability for all aspects of implementation and support of the Desire2Learn platform.</p>
Support Manager	<p>Normand Charette</p> <p>Manager, Support Services</p> <p>Graduate from C.E.G.E.P. of Valleyfield with a degree in Computer Science.</p> <p>Normand comes to Desire2Learn with over 21 years of experience in customer service and support. He has a proven track record for enhancing and implementing processes and metrics in the service industry. His primary role is managing the day to day operation of our Service Desk. By implementing new processes and structure to further enhance the responsiveness and effectiveness of the group, in turn improving the client's availability to business critical systems. Norm takes customer satisfaction with great pride and as a foundation to create a world class Service Desk.</p>
Product Management	<p>Kenneth Chapman</p> <p>Product Manager</p> <p>Kenneth graduated with Distinction with an Honors Co-op Bachelors in Mathematics & Statistics and in Computer Science from the University of Guelph.</p>

	<p>Kenneth has had extensive experience in customer service and functional design through his work supporting and implementing web and client server applications at Sybase Inc. in Waterloo. Since arriving at Desire2Learn at the beginning of 2003, Kenneth has played a major role in shaping the product and its functionality. His primary role is the management of all aspects of the product and its release cycle. He takes great pride in the amount of client input that goes into any new release, as well as the strong reputation we enjoy with our clients as the premier Learning Management System in the eLearning industry.</p>
Implementation Services Manager	<p>Cara Dekker Implementation Services Manager</p> <p>Cara graduated with an Honors Co-op Bachelors in Mathematics with an option in Management Information Systems from the University of Waterloo.</p> <p>Cara has a strong technical and customer facing background having 4 years of experience as a Business Systems Analyst previous to her role at Desire2Learn. Cara works directly with technical parties to implement and configure the Desire2Learn system based on the clients' environment and requirements. She makes recommendations regarding best practices based on experience with the system. Cara also works with the client to integrate systems such as email, student/user information systems, and authentication systems with the Desire2Learn platform.</p>
Development Team Leader	<p>Jeremy Auger COO at Desire2Learn</p> <p>Jeremy graduated with an Honors Co-op B.Math in Computer Science with an Information Systems Option from the University of Waterloo. He is responsible for day-to-day operations at Desire2Learn and heavily involved in product steering and corporate strategy development.</p> <p>Jeremy comes from a strong technical background having worked for numerous high-tech companies in North America. He has been actively involved in the eLearning revolution since its early days. In 1994-1995 he was involved in developing one of the first fully-online distance learning initiatives in the world.</p> <p>Furthermore, Jeremy gained valuable management and entrepreneurial experience founding and growing his own e-Commerce development/consulting firm in Montreal, Quebec. During this time, his company grew from a small three-person operation to a twenty-five person firm with offices in Montreal, Quebec and Waterloo, Ontario. With a strong commitment to</p>

	<p>customer service, and a desire to advance the state-of-the-art, Jeremy has been part of the Desire2Learn team since its inception, and continues taking a leading role in accomplishing success within the online education industry.</p>
<p>Development, Support Leaders, and Enterprise Integration</p>	<p>Brian Cepuran</p> <p>VP Development at Desire2Learn</p> <p>Brian graduated with an Honors Co-op B.A.Sc. in Computer Engineering from the University of Waterloo, and will be responsible for the aspects of the development for this project.</p> <p>Brian has a strong software development background gained from years of experience in the high tech industry and building software for the educational sector. This experience includes tremendous research in web-based technology design, architecture development, and usability issues. His unique blend of skills, combined with a commitment to excellence, helps Brian to develop innovative additions to the Desire2Learn platform.</p>
	<p>Brian Pearson</p> <p>VP Research & Development at Desire2Learn</p> <p>Brian graduated with an Honors B.Math in Computer Science from the University of Waterloo.</p> <p>Brian has a diverse background with a strong interest in new technologies. Since joining Desire2Learn, Brian has focused on keeping the company on the cutting edge of eLearning. He has also taken a leadership role within the development team, and is committed to pushing the limits of the state-of-the-art. He has been developing mobile software solutions since 1998 and has worked extensively in wireless research projects at the University level. Brian is also interested in relational database technology, specifically with performance and scalability.</p>

<p>Content Services Team Lead</p>	<p>Heather Baker</p> <p>Director, Instructional Design</p> <p>Heather Baker, Director of Instructional Design, works in collaboration with the administration and facilitators to create and integrate new and existing strategies for supporting eLearning applications. Heather has been heavily involved in the creation of the distance education courses at the University of Guelph, including the online MBA – Hospitality and Tourism.</p> <p>Heather will coordinate the development of instructional technology projects, assisting administration and facilitators in the analysis, design and development of effective instructional programs. Heather's services will include assisting project management and implementing evaluation procedures to assess the effectiveness of technologies in the teaching/learning process.</p>
<p>Manager Training</p>	<p>Pierre Clavet</p> <p>Trainer / Formateur, Desire2Learn Inc.</p> <p>Pierre has been working as a trainer for Desire2Learn. After his graduation from an Education degree at Université de Moncton, in 2000, he wanted to look for teaching opportunities abroad and decided to relocate to London, England. He lived and worked in London for two years and then came back to Canada. When coming back to Canada, he went to work in Montréal as a trainer, again for a couple of years. After that, Pierre decided it was time he did his Master in Education. He moved back to Moncton where he graduated from his bachelor and where he is currently living. He enjoys helping others on how to use technology effectively for the purpose of learning and this is why Desire2Learn has been the perfect combination of learning, technology & helping others.</p>

4.11 Technical Support

Describe any support to be provided by help desk and technical support or work with a partner. List the options for these services, including any web sites used for support purposes.

Desire2Learn Response:

At Desire2Learn, we look at our Service Team as one of the most important parts of our organization and not as something we can outsource or treat as a call center. We feel our ability to provide superior support is the reason why our client



satisfaction is so high and the reason our clients remain with us for the long term. We are confident that you will find that our service meets and exceeds your expectations.

Support is managed by experts who are directly involved in product management, have direct access to senior management, and have accountability to report key metrics to the CEO of Desire2Learn. Support also assists in the management of product releases to ensure they are successful and to ensure that they are always aware of product functionality. The support team is also involved in all product development meetings. We work hard to ensure our support team has all the resources required to be the best team in the industry.

We can provide a Service Level Agreements (SLA) that provides targets for responsiveness and resolution. Our fee-based support organization is available 24 hours a day, 7 days a week, and 365 days per year. SLAs guide the escalation process and provide targets for response and resolution times.

Typically response times are immediate for telephone support, and usually under an hour for email correspondence and web discussions. The technicians responding to issues are informed and equipped to address the vast majority of issues that come into the support center.

Desire2Learn strives to resolve all generic (non-bug) problem tickets in a single phone call or email within 15 minutes and typically provides, at a minimum, an 80% resolution on first contact. For those problem tickets that cannot be resolved within that time frame, the severity, priority and difficulty level of the problem come into play. The priority of a problem ticket is based on the level of service that the customer has purchased (Basic, Premium or Premium Plus). If, for example, the severity of the problem is low and the level of service is Premium, the problem will enter our support system with a higher priority than those customers who have a Basic level of service. The problem ticket will begin an aging process that increases the priority level.

Desire2Learn provides a live, interactive, customer-accessible Issue Tracker, where customers can submit issues and see the progress of the status of those issues as they are received, in process, or completed. Issues are entered and tracked with a ticket number that can be accessed through Desire2Learn's support system web site. This system also provides documentation, technical updates, informational releases, a discussion forum, and much more. Clients can also choose to subscribe to an updates service through the portal that sends them vital system information updates and general news regarding the Desire2Learn platform.

We have 3 levels of support:

Basic

Basic level of support where problems are logged into the SMS, triaged, troubleshoot, escalated as appropriate and problems are resolved. Customers who have Basic level of support receive access to web resources (FAQs, knowledge base, forum, technical support email) and ongoing access to patches and service packs. Hours of support for Basic support customers are 8:00 a.m. to 8:00 p.m. in their corresponding time zone. Support is available for after hours emergency issues (defined by the inability for any users to access the site/server that the Desire2Learn

application is running on). Basic support customers may have one administrative contact (up to a maximum of three, depending on the size of the institution) with no end user support provided. There is a guaranteed time of responsiveness via a Service Level Agreement, but this time is longer than for our Premium and Premium Plus Support customers, except for emergency issues. Basic Support customers are limited to 20 customer contacts per month per approved Site Administrator.

Premium

Premium level of support where problems are logged into the SMS, triaged, troubleshoot, escalated as appropriate and problems are resolved. Customers who have Premium level of support receive access to web resources (FAQs, knowledge base, forum, technical support email) and ongoing access to patches and service packs. 24x7x365 support is provided to our Premium customers. This 24x7x365 support is provided via telephone, web form submission, customer created problem tickets using the Desire2Learn SMS, and email. Premium Support customers may have one to a maximum of three administrators. No end user support is provided. There is a guaranteed faster time of responsiveness via a Service Level Agreement. Premium Support customers will also be provided with a toll free number to call if they desire support via the telephone. Premium Support customers are limited to 35 customer contacts per month per approved Site Administrator.

Premium Plus

Premium Plus level of support is identical to Premium Support except that end user support is provided. These end users may include faculty, staff, students, and those utilizing Desire2Learn in non-instructional situations (e.g., university committees, curriculum committees, student clubs and interest groups). Premium Plus Support has two levels – low volume and high volume. Premium Plus Support customers (depending on whether low volume or high volume level was purchased) have 75 to 200 customer contacts per month.

To facilitate our approach to R&D, Desire2Learn includes all product improvements, updates, and upgrades in its maintenance and support provided under standard Maintenance and Support Agreements, so that users always have access to the latest tools and technology. We have technology that can roll out patches immediately (similar to Windows Update). If desired, our system upgrade team can make changes to code, database structure, and more – all done remotely. We also have software that allows us to verify versions of every component on the system to determine any differences between code versions.

4.12 User Groups

Describe any official (Respondent sponsored) user groups that are in existence and the nature of the relationship with the Respondent. What mechanisms exist for proposing and prioritizing enhancements? Is there an electronic discussion group? List all relevant official user group forums, including group name, contacts, addresses, and phone numbers or URLs. Include a description of the process used to prioritize requests for added functionality and enhancements specific to the higher education market.

Desire2Learn Response:

During implementation, your team will include a Desire2Learn Product Manager who works with the client to map out new feature enhancements to ensure custom application development is done properly, or to work suggestions for features into the core platform road map.

Our system encourages our clients to suggest changes and enhancements. In addition to the information gathered at planning and implementation meetings and trainings, Desire2Learn can setup a user group for your institution that can be monitored by Desire2Learn for suggestions. This user group would have access to discussion forums, feedback submission, and forms to suggest improvements. Your project and account managers will also have the opportunity to prioritize, submit, and monitor progress on feature suggestions. This group could also join a large user community of all our clients to share ideas and come together at events. Desire2Learn launched an Online User Group for all our clients this spring and has hosted three International User Conferences, all contributing to the development of a community of best-practices and rapidly expanding base functionality of the product.

Additionally, a *South Dakota Board of Regents Advisory or Steering Committee* would be invited to join a Desire2Learn institutional and systems advisory board to discuss stakeholder needs, offer advice on direction, and identify future objectives of your organization. We encourage this formal dialogue and process to establish effective lines of communication. The extended Desire2Learn Community is a rich resource, and we look forward to all contributors, including those at South Dakota Board of Regents' institutions, enhancing the Desire2Learn offering for all clients and users going forward.

LISA-B (Large Institutional and Systems Advisory Board)

"Today, a dedicated group of individuals, representing "about half the institutions" at UW, work continuously on requests for software updates, creating a feature request list. In addition, UW participates in a Desire2Learn group called LISAB—Large Institution/System Advisory Board—which compiles requests into a composite request, and prioritizes the list. In fact, says Christoph, "Just last week we delivered seven very high priority requests to the company, from the large customers." Although many of the requests focus on making the existing system work better (rather than adding new functionality to it), Christoph does acknowledge the product innovations that are continually introduced by the company. Recent examples include a learning object repository (to store and share content across courses and schools) and ePortfolio functionality.

"

Excerpt from: http://campustechnology.com/articles/41719_4/

- Kathy Christoph directs the Department of Academic Technology in the Division of Information Technology (DoIT) at the **University of Wisconsin** system

4.13 Consulting Services

Describe any professional or consulting services provided. Identify which services are optional and which are required for proposed product installation and the development of any Datatel (and any other banners including library, repository, IT) interface. Include

cost of consulting services in the Cost Proposal. See Section 7.
Indicate in the Cost Proposal which deliverables recommended in the response require separate service agreements and any additional cost (e.g., professional service agreements). See Section 7.

Desire2Learn Response:

Desire2Learn Inc. provides full optional and professional and consulting services for its current customer base. With software developers, curriculum developers, and instructional designers, Desire2Learn provides end-to-end learning solutions for higher education. Desire2Learn's services consist of, but are not limited to:

- eLearning strategy consulting and development
- Course conversion services
- Learning platform consulting services
- Professional instructional design consulting, including best practice development (optional for this implementation)
- Course design and development (optional for this implementation)
- Learning object design and development (optional for this implementation)
- Second and third tier customer support (optional for this implementation)
- Information technology support (optional for this implementation)
- Advanced network engineering (optional for this implementation)

Please note that all the consulting services will be provided with the software license fee and with the one-time implementation fee. Additional consulting hours may be scheduled, but will not be necessary for the design, installation, and implementation of the project.

4.14 Course Migration Services

Describe in detail any conversion services provided, including assistance to convert course material and content from other course management environments to proposed environment. Include the cost of converting from WebCT to the proposed solution in the Cost Proposal. See Section 7.

Desire2Learn Response:

At Desire2Learn, we realize that course migration is one of the biggest concerns of an institution that is selecting a new eLearning Platform. **Desire2Learn provides full training, support and tools to make this process as simple and reliable as possible.** We offer both one-click single course and network batch conversion tools. All procedures, and training materials you need, will be provided. We have extensive experience in converting courses.

Existing one-click import tools are built and available for importing from the following systems:

- WebCT
- Blackboard

- Prometheus
- Angel
- Ucompass Educator
- SCORM-based courses
- Any content/course package using the IMS Content Packaging standards.

Desire2Learn would be pleased to work with your institution to determine the best approach for the migration of existing content into our system. We have extensive experience in converting course content into our LMS platform. Desire2Learn staff will test a few courses for you, to make sure that the correct import tool is being used with a given CMS version, and then we train your staff to be able to use our one-click course import/conversion or perform a batch conversion. This process has been tremendously successful, as our clients will attest. At UWS, over 17,000 courses were converted from Blackboard and WebCT. Many of the faculty have taken advantage of the migration process to update and improve their courses using the additional features that Desire2Learn provides.

IMS course packaging is fully supported for course import and export for content and quizzing in the Desire2Learn platform. There is slight variation in the way that every vendor implements and extends the IMS standard, and Desire2Learn has built tools specifically to import WebCT courses. Desire2Learn also imports SCORM Shareable Content Objects (SCO) packages based on SCORM 2004.

The following standards are used for importing/exporting data to/from the Desire2Learn platform.

- IMS Content Packaging – Course import/export
- IMS QTI - Quizzing
- IMS Enterprise – SIS integration
- XML 1.0

Content can be imported from any third-party content tool (e.g., offline tools such as FrontPage and Dreamweaver) and stored directly into the Desire2Learn content database by simply uploading the files through the file management interface. Courses exported from these products can be created in the Desire2Learn Learning Platform with just two mouse clicks.

Any content that can be ported to WebCT from publishers can also be ported to Desire2Learn. This is done by first porting this content into WebCT and then creating a standard course backup in WebCT. The resulting course backup is then imported into Desire2Learn.

Courses can be imported and exported from Desire2Learn using the import/export tool. The resulting export package contains an XML based representation of the course and related materials. This package is based on IMS Course Packaging. Desire2Learn also provides all partners with a complete exit strategy for course export, and this would be clearly defined in any business arrangement that is established.

Once the export file from another platform has been created, a user in Desire2Learn simply uploads the package using the Import Course function in the Content administration tools. The import is accomplished with 3 clicks online, and there is

also a server-side component that allows bulk conversion of any number of courses at once. Each course takes 30 seconds to over 10 minutes to complete, depending on the size of the package. The bulk course import tool can be run unattended at off-peak times for hundreds or thousands of courses.

We can also work with you to migrate content that is not standards-based from your existing website into our course templates. Desire2Learn includes a number of options for course authoring: HTML editor, WYSIWYG editor, cut and paste, drag-and-drop (using WebDAV), upload files and import files. These allow you to create any web based content in any product and easily include it in the Learning Platform. Using WebDAV it is a simple, one step drag-and-drop process. Using the link from the content section to create a new topic, the process requires you to select the file to upload, then chose where in the file structure you'd like to upload the file to, and then select a title for the file (if it is not already automatically generated from the file), and a module to insert the file into the course navigational structure.

In the current release of the Desire2Learn platform content authors can chose to store content within the Web Server/Application Server portion of the application. This allocation has been made to ensure that ANY type of imported content, such as 3rd party course packs, can be implemented inside the Desire2Learn platform without the requirement to perform continuous changes to the database schema and tables. As existing standards evolve and 3rd party content vendors still diverge over content guidelines, trying to ensure that all content resides within a database would be too limiting for any e-Learning application.

Of special note is the fact that Desire2Learn is the only academic LMS that is both SCORM conformant and now SCORM-Certified. No other academic LMS is listed as an industry partner or has been certified **SCORM 1.2 RTE 3 and SCORM 2004 (full support)** with the ADL Co-Lab.

<http://www.adlnet.org/index.cfm?fuseaction=certprodresults>

Several file formats for batch mode importing of test questions are available for use, including standard text or spreadsheet files, such as .csv files, as well as industry standard question formats, such as IMS-QTI. This allows Desire2Learn users to import questions from whatever question/test generator they are familiar with, such as Respondus or Question Mark for example. We also support IMS QTI, IMS Course Packaging, and several other key standards to ensure the import and export of courses is easy to use for our clients.

Standard/Guideline	Conformance
IMS-enterprise v1.1	Yes
IMS-QTI v1.2	Yes
IMS Course Packaging	Yes
SCORM 1.2	Yes
SCORM 1.3	Yes

4.15 Training Services

Training should be available for instructors/staff. Describe training services provided. Is customer site-based training available? Include all details on the kind of training

included in this proposal (specify if training is video, self-paced, off-site, on-site, on-line, workshops, etc.). Include evidence of assessment of training and evidence that training provided is successful. Training is a vital part of any proposal, and the SDBOR must be able to compare and evaluate the training component of each proposal effectively. Include all costs of training in the Cost Proposal. See Section 7.

Desire2Learn Response:

There are two main tracks of training programs with the Desire2Learn enterprise suite of technology, specifically designed for individuals that teach or design content with Desire2Learn and others that administer and support the system.

Teaching Track:

- **Primary Session: Teaching with Desire2Learn:** Teaching with Desire2Learn is geared towards instructors, instructional designers and any other individuals working with the Desire2Learn platform. Administrators, helpdesk and technical support staff are encouraged to attend to gain a better understanding of how instructors, students and developers will be utilizing the system.
- **Optional Focused Session: Building Content in Desire2Learn:** This informative session is geared towards instructors, instructional designers and any other individuals building content in the Desire2Learn platform.
- **Optional Focused Session: Online Facilitation:** Online facilitation is geared towards instructors who will be facilitating collaborative activities within Desire2Learn. This session will explore innovative facilitation techniques used in Desire2Learn's discussion and chat/canvas tools. It will also provide participants with time management tips, best practices and creative collaborative activities to use in course offerings.

Administration and Support Track:

- **Primary Session: System Administration with Desire2Learn:** The site administration session is geared towards site administrators, helpdesk and technical support staff and other individuals who will be involved with the management of the Desire2Learn platform. Administrators, helpdesk and technical support staff are strongly advised to attend this session.
- **Optional Focused Session: Learning Object Repository (LOR):** The LOR session is geared towards instructors, instructional designers and any other individuals working with the Learning Object Repository in Desire2Learn. Administrators are encouraged to attend to gain knowledge on how to create, manage and effectively utilize Desire2Learn's LOR within Desire2Learn.
- **Optional Focused Session: The DOME Session:** This informative session is geared towards high-level administrators who will be responsible for managing the DOME (Desire2Learn's Organization Management Environment).



Training Program Formats: Desire2Learn's innovative training programs are delivered in three unique formats: on-site, web-enhanced and virtual training to accommodate your needs and desired learning styles. The programs are designed to equip you with practical skills and knowledge on teaching effectively with Desire2Learn.

Please see sampling of available program tracks on the following pages.

Primary Session: Teaching with Desire2Learn

Duration: 8 hours (1 day) or 16 hours (2 day)

Number of Participants: Up to 12 with one trainer

Audience

This informative session is geared towards instructors, instructional designers and any other individuals working with the Desire2Learn platform. Administrators, helpdesk and technical support staff are encouraged to attend to gain a better understanding of how instructors, students and developers will be utilizing the system.

Prerequisites

Familiarity with computers is strongly advised. Knowledge of learning managements systems, teaching and learning online is recommended, but not mandatory.

Learning Outcomes

Upon completion of the intensive instructor training session, participants will be able to:

- Explore various tools located on the MY HOME and COURSE home pages.
- Utilize key communication tools in Desire2Learn.
- Communicate and give participants feedback in a timely fashion.
- Create private groups and associate with discussions.
- Effectively set up grades and Dropbox tools.
- Construct modules, topics and Quicklinks within content.
- Edit existing content using D2L's editing features, including the HTML editor.
- Design quizzes, exams and tests using a variety of available question types in the quizzing tool.
- Explore the course management console.
- Gain appreciation for the student view of the platform.
- Apply best practices and teaching techniques highlighted in training.

Topics

1. Overview of the D2L Platform
2. Communication Tools
3. Assessment & Evaluation
4. Creating Interactive Course Content
5. Exploring the Course Management Console
6. Student Impersonation

Focused Session: Building Content in Desire2Learn

Duration: 4 hours

Number of Participants: Up to 12 with one trainer

Audience

This informative session is geared towards instructors, instructional designers and any other individuals building content in the Desire2Learn platform.

Prerequisites

Familiarity with computers is strongly advised. Knowledge of learning managements systems, teaching and learning online is recommended, but not mandatory.

Learning Outcomes

Upon completion of the half-day session, participants will be able to:

1. Explore various tools and features within the content tool.
2. Upload files into the manage files tool.
3. Construct modules, topics and Quicklinks in content.
4. Assemble content using D2L's content manager.
5. Edit existing content using D2L's editing features, including the HTML editor.
6. Utilize the HTML Editor to format and create topics.
7. Release a topic for a specific date and time.
8. Examine broken links within the broken link viewer.
9. Set up WebDAV on his or her computer.

Topics

Creating Modules & Topics

- Create New File
- Course Files
- Upload New Files
- QuickLinking

The HTML Editor

- Formatting
- Inserting Images & Tables

Manage Files

- Creating Folders
- Uploading Files
- Working with Zip Files
- Creating Topics

Manage Content

- Creating Topics
- Bulk Adding Topics
- Editing
- Positioning modules and topics
- Time Released Content Pages

Editing Modules and Topics

- Content
- Properties
- Release Conditions
- Comments



Useful Administrative Features

- Content Display Settings
- Import Course
- WebDAV

Broken Link Viewer

- Managing Broken Links
- Best Practices

Focused Session: Online Facilitation

Duration: 4 hours

Number of Participants: Up to 12 with one trainer

Audience

This hands-on session is geared towards instructors who will be facilitating collaborative activities within Desire2Learn. This session will explore innovative facilitation techniques used in D2L's discussion and chat/canvas tools. It will also provide participants with time management tips, best practices and creative collaborative activities to use in course offerings.

Prerequisites

Familiarity with computers is strongly advised. Previous instructor training on the Desire2Learn platform is recommended, but not mandatory.

Learning Outcomes

Upon completion of this half-day session, participants will be able to:

1. Create discussion forums and topics within a course.
2. Create chat/canvas forums within a course.
3. Utilize the manage groups tool in the Classlist
4. Create private groups and associate with discussions.
5. Design effective collaborative activities in D2L's discussion and chat/canvas tools.
6. Discuss the importance of facilitation in collaborative activities.
7. Identify facilitation techniques used to conduct activities in Desire2Learn.
8. Outline the qualities of an online facilitator.
9. Identify features with the D2L platform that will enable you to save time in planning.
10. Communicate and give participants feedback in a timely fashion.
11. Apply best practices highlighted during training within his or her D2L course.

Topics

1. Communication in D2L
2. Discussion & Chat/Canvas Tool Overview
3. Introduction to Online Facilitation
4. Facilitation Techniques
5. Facilitative Roles
6. Designing Effective Collaborative Activities in D2L
7. Time Management
8. Giving & Soliciting Feedback

Primary Session: Site Administration in Desire2Learn

Duration: 6 hours

Number of Participants: Up to 8 with one trainer

Audience

This informative session is geared towards site administrators, helpdesk and technical support staff and other individuals who will be involved with the management of the Desire2Learn platform. Administrators, helpdesk and technical support staff are strongly advised to attend this session.

Prerequisites

Familiarity with computers is strongly advised. Knowledge of the management of learning managements systems, teaching and learning online is recommended, but not mandatory.

Learning Outcomes

Upon completion of the administrator training session, participants will be able to:

- Understand the concept of organizational structure and how it applies to their organization.
- Create users in Desire2Learn.
- Enroll users into appropriate locations of the platform.
- Create course templates and course offerings.
- Manage the roles and security in Desire2Learn.
- Manage the organization and shared files tools.
- Construct homepages and navigation bars.
- Utilize various organizational related tools such as manage global news, picture library, frequently asked questions and resource tools.
- Create surveys and quizzes at the organization level of Desire2Learn.
- Build organization grade schemes for course offerings.
- Develop customized tool help for the organization.
- If given permission, configure elements within the DOME.
- Apply administrative management best practices highlighted in training.

Topics

Overview

Introduction to the D2L Administrative Tools

Understanding Organizational Structure

Essential Administrative Tools:

Manage Courses

Manage Organization Files

Manage Roles and Security

Manage Users

Organizational Related Tools:

Manage Global News

Manage Homepages

Manage Navigation Bars

Manage Picture Library

Manage Shared Forums

Manage FAQ



- Manage Registration Forms
- Manage Resources
- Manage Broken Links
- Manage Mail Templates
- Manage Shared Files

Course Related Tools:

- Manage Help
- Manage Surveys
- Manage Course Feedback
- Manage Grade Schemes

High-Level Administrative tool:

- DOME

Focused Session: Learning Object Repository

Duration: 4 hours

Number of Participants: Up to 12 with one trainer

Audience

This informative session is geared towards instructors, instructional designers and any other individuals working with the Learning Object Repository in Desire2Learn. Administrators are encouraged to attend to gain knowledge on how to create, manage and effectively utilize D2L's LOR within Desire2Learn.

Prerequisites

Familiarity with computers is strongly advised. Knowledge of learning managements systems, teaching and learning online is recommended, but not mandatory.

Learning Outcomes

Upon completion of the half day intensive training session, participants will be able to:

- Set up a learning object repository in Desire2Learn
- Describe the importance of creating trust permissions in D2L
- Align permissions within trusts and manage roles and security
- Perform basic and advanced searches
- Upload and publish learning objects (LOs) and assets to the LOR
- Import course content from the LOR
- Review the LOR access points in D2L
- Explain the term metadata & its use in D2L
- Create and view reports in the LOR
- Effectively manage LORs and their associated trusts

Topics

1. Introduction to Learning Object Repository
2. Searching and Retrieving Content
3. Uploading & Publishing
4. Importing Course Content from the LOR
5. Access Points – LOR
6. The Importance of Metadata
7. Administrative Features
 - o Setting up a LOR
 - o Managing LORs and Their Trusts
 - o Trust Permissions

Focused Session: The DOME Training Session

Duration: 4 hours

Number of Participants: Up to 8 with one trainer

Audience

This informative session is geared towards high-level administrators who will be responsible for managing D2L's Organization Management Environment.

Prerequisites

Familiarity with computers is strongly advised. Knowledge of the management of learning managements systems is highly recommended, but not mandatory.

Learning Outcomes

Upon completion of the DOME session, participants will be able to:

- Describe key concepts and terms associated with the DOME.
- Define organizational structure within the D2L system.
- Modify form elements for the organization.
- Distinguish which form elements will be displayed and required.
- Outline the five default org unit types.
- Create new org unit types for the organization.
- Describe the importance of the configuration variable browser.
- Configure variables for the organization.
- Identify the Org Unit Editor.
- Apply best practices highlighted in training.

Topics

1. Overview of Organizational Structure
2. Configuration Variable Browser
3. Org Unit Editor
4. Org Unit Type Editor
5. Form Elements

4.16 Potential Conflict of Interest

Provide a list of all entities with which Respondent has relationships that might create, or appear to create, a conflict of interest with the work that is contemplated in this RFP. The list should indicate the name of the entity, the relationship, and an explanation of the conflict. (If none, answer "None.")

Desire2Learn Response:

None

4.17 Existing Contracts with SDBOR Institutions

Provide a list and description of any contracts that currently exist with any SDBOR institutions for the product(s) offered in this proposal. (If none, answer "None.")

Desire2Learn Response:

None

4.18 Respondent References

Include references from the five (5) companies/educational institutions for which LMS have been implemented. At least three (3) institutions should be higher educational institutions or systems, if possible. Contact information must be provided for each organization/institution, including client name, mailing address, contact person and title, e-mail address, and phone number. Provide a brief description of the nature of the LMS provided for each client, the scale of the project, and the size of the company/educational institution.

The SDBOR reserves the right to contact any or all references as part of the proposal evaluation process to assess the quality of work performed and personnel assigned to the project. The results of any references will be provided to the evaluation committee and used in evaluating the proposal. References should be submitted in a format similar to the Respondent Reference form located in Attachment D.

Desire2Learn Response:

1. The University of Iowa

Information Technology Services
106 Lindquist Center South
Iowa City, Iowa 52242-1589



Contact: Molly Longstaff
Director, Academic Technologies
molly-lonstaff@uiowa.edu
(319) 335-5461

Details:

- Client for 2 years
- Full Desire2Learn Learning Platform and LOR solution with integration, training and support
- 60,000 students, with plans to expand

2. Florida Distance Learning Consortium

1753 W. Paul Dirac Drive
Tallahassee, Florida 32310

Contact: Susie Henderson
Associate Executive Director
SHenderson@distancelearn.org
(850) 922-3274

- A client for two years.
- Full implementation of Desire2Learn for universities, colleges, and K12.

3. The Ohio State University

Office of the CIO
480 E Baker Systems
1971 Neil Avenue
Columbus, Ohio 43210

Contact: Susan Metros
Deputy CIO, Executive Director for eLearning
Metros.1@osu.edu
(614) 688-8482

Details:

- A client since 2004.
- Complete Desire2Learn Learning Platform

4. University of Wisconsin System

5901 Research Park Blvd., Madison, WI 53719-1252

Contact: Kathy Pletcher
Associate Provost for Information Services
University of Wisconsin - Green Bay
2420 Nicolet Dr., Green Bay, WI 54322
pletchek@uwgb.edu
920-465-2383

Contact: Ed Meachen
Associate VP for Learning & Information Technology
UW System Administration
emeachen@uwsa.edu
608-263-2571

Details:

- Contract start date: 2003
- Full implementation of Desire2Learn, with integration with PeopleSoft and other enterprise systems.

6. Minnesota State Colleges and Universities

Alfred H. Essa
Associate Vice Chancellor, Deputy CIO
+1-651-201-1467
<p>Details:</p> <ul style="list-style-type: none"> • Multi-institutional implementation • Over 370,000 students between 34 institutions • Multiple integrations with a single implementation of Desire2Learn • Implementation of entire product suite • Largest higher educational VLE implementation in the world. <p>alfred.essa@csu.mnscu.edu</p>

4.19 Sample License Agreement

A SDBOR contract with the terms and conditions required by the State of South Dakota is required. For reference for the SDBOR, include a sample copy of a typical license agreement and service level agreement used to formalize the Respondent's legal relationship with an institution of higher education or other public entity. Variances between this sample and conditions required by the SDBOR do not constitute notification that the Respondent is taking exception to a term or condition. Respondent must clearly list any exceptions taken in the proposal submitted. The SDBOR reserves the right to reject a proposal on these grounds.

Desire2Learn Response:

Please see the accompanying Sample Master agreement provided as part of the bid package. An electronic version has also been provided on the accompanying CD.

5 Proposal Information

Desire2Learn respectfully requests an open dialogue with SDBOR, at the appropriate time, to address the following concerns we have regarding the following terms and conditions presented:

1. Desire2Learn requests to discuss further the provisions regarding the Hold Harmless provision of the QuoteTerms.pdf document (www.state.sd.us/boa/opm/Downloads/QuoteTerms.pdf)
2. Desire2Learn requests to discuss further the provision of termination for convenience on 90 days notice. Section 5.1.10.
3. Desire2Learn wishes to discuss the extent of the phrase; damages for “significant downtime.” Section 5.1.12.
4. Regarding the Desire2Learn assurances that licenses can never be revoked or made inoperable by us during the term of the agreement – Desire2Learn agrees to, however we would need some indemnification for harm caused as a result. Example: if a newer version would avoid IP infringement, and SDBOR insisted on old version, we would need to make them responsible for any harm they, or we, sustained. Section 5.1.14. This point is an exception to the requested section 8.2.
5. Section 5.1.18 –SDBOR states it is asserting ownership over software that operates within or integrates with our system. If Desire2Learn provides the software, Desire2Learn should own it.
6. Any indemnify (such as 8.2) should be limited by standard terms – such as providing Desire2Learn the ability to control litigation, etc. This also should be the case for Section 8.7.
7. Desire2Learn requests to further discuss Section 8.8 – materials (software) prepared by Desire2Learn under an agreement would likely not be works for hire.
8. Desire2Learn requests to further discuss insurance requirements, particularly state-specific requirements, as we will have no personnel in the state. Section 8.11.

5.1 Special Terms and Conditions

Respondent agrees to the following terms and conditions.

5.1.1 Right to Reject Proposals and Negotiate Contract Terms

The SDBOR reserves the right to reject any and all proposals. The SDBOR may negotiate the terms of the contract, including the award amount, with the awarded Respondent prior to entering into a contract. If contract negotiations cannot be concluded successfully with the top finalist, the SDBOR may negotiate a contract with another finalist. The SDBOR reserves the right to reject any and all proposals and to not award any contract. Multiple contract awards may be made, if in the best interest of the SDBOR.

Desire2Learn Response:

Desire2Learn understands and agrees.

5.1.2 Demonstrations and Interviews

The SDBOR reserves the right to name a date with two weeks' notice at which selected finalists will be invited to present demonstrations and/or participate in an interview. The SDBOR does not agree to reach a decision by any certain date; however, it is hoped that the evaluation and selection will be completed within 60 calendar days after the RFP deadline.

Desire2Learn Response:

Desire2Learn understands and agrees.

5.1.3 Proposed Product Availability

The product detailed in this proposal must be available according to the following time-frame: core features are available for delivery no later than 45 calendar days after a contract is signed; Datatel interface features, if necessary, are available for installation no later than 60 calendar days after the master contract is signed.

Desire2Learn Response:

Desire2Learn agrees to the stated timeframes for deliverables.

5.1.4 Award and Final Offers

The award will be granted in one of two ways. The award may be granted to the highest ranked responsive and responsible Respondent. Alternatively, the highest ranked Respondent or Respondents may be requested to submit final and best offers. If final and best offers are requested by the SDBOR and submitted by the Respondent, they will be evaluated against the stated criteria by the evaluation committee. The award then will be granted to the highest ranked Respondent. However, a Respondent should not expect that the SDBOR will request a final and best offer.

Desire2Learn Response:

We understand this provision.

5.1.5 Notification

All respondents who respond to this RFP will be notified in writing of the SDBOR intent to award the contract as a result of this RFP by posting this information on the SDBOR RFP web site: <http://www.sdbor.edu/euc/lms>.

5.1.6 Executed Contract to Constitute Entire Agreement

In the event of contract award, the contents of this RFP, all attachments, RFP addenda and revisions, the proposal of the successful Respondent, as well as any additional terms agreed to in writing shall become part of the contract. Failure of the successful Respondent to accept these as a contractual agreement may result in a cancellation of award.

Desire2Learn Response:

We agree to these provisions.

5.1.7 Source Code Escrow

The Respondent shall keep and maintain current a copy of the source code in escrow with an escrow agent. The Respondent will pay all costs of providing and maintaining the source code in escrow, including the fee of the escrow agent. Prior to final system acceptance, the Respondent will provide the SDBOR Contract Administrator a copy of the agreement between the Respondent and the escrow agent to verify the source code has been placed in escrow. The agreement between the Respondent and the escrow agent will authorize the escrow agent to release the source code to the SDBOR in the event that one or more of these events occur:

- The Respondent becomes the subject of a bankruptcy proceeding
- The Respondent, or its successor organization, fails or refuses to support the software installed at the SDBOR site(s)
- All or any material part of the source code is generally made available by the Respondent, with or without additional cost, to other users of comparable software
- The Respondent, or successor organization, is unable to support the SDBOR site(s) as specified in this contract

Desire2Learn Response:

Desire2Learn is willing to put the source code in escrow and is currently using an escrow service for other clients, especially our very large state-wide contracts.

5.1.8 Obsolescence

The SDBOR is responsible for long-term retention of instructional materials. It therefore requires a guarantee that instructional materials have a migration path to future revisions of the Respondent's software and that there is a guaranteed and reasonably straightforward "exit path" to systems of other vendors.

- The Respondent must clearly state its guarantee that images, data, test banks, and other key course components will migrate smoothly to any future revision of your software ("smoothly" would be defined as having the system administrator follow Respondent supplied written instructions to run a Respondent supplied program or programs in batch mode to convert data, or any process that is simpler or more automatic than this).
- The Respondent must clearly state its guarantee that images, data, test banks, and other key course components will export to software of other vendors and explain in detail how this process would be completed.

Desire2Learn Response:

Desire2Learn is able to guarantee that, to the best of our ability, that images, data, test banks, and other key course components will export to software of other vendors because of our adoption of standards. The following standards are used for importing/exporting data to/from the Desire2Learn platform.

- IMS Content Packaging – Course import/export
- IMS QTI - Quizzing
- IMS Enterprise – SIS integration
- XML 1.0

Any system that accepts export packages based on the referenced standards will accept the referenced content from Desire2Learn.

5.1.9 Contract Term and Funding

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run for a minimum of (3) years from that date and be paid for annually. Additional option periods may be added as agreed to by the SDBOR and Respondent if determined to be in the best interest of the SDBOR. See Section 7.

Desire2Learn Response:

Desire2Learn agrees that the effective date for the contract shall be the date indicated on the purchase order or the contract execution date and that the contract shall run for a minimum of three (3) years from that date and be paid annually. Additional options periods may be added as agreed by the SDBOR and Desire2Learn.

5.1.10 Termination of Contract

The SDBOR may terminate the contract at any time at its sole discretion by delivering ninety (90) calendar days written notice to the Respondent. Upon termination, the SDBOR's liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the SDBOR. In the event that the Respondent terminates the contract, for any reason whatsoever, it will refund to the SDBOR within ten (10) days of said termination, all payments made hereunder by the SDBOR to the Respondent for work not completed or not accepted by the SDBOR. Such termination will require written notice to that effect to be delivered by the Respondent to the SDBOR not less than one hundred eighty (180) calendar days prior to said termination.

Desire2Learn Response:

Desire2Learn agrees to the above provisions related to the termination of the contract.

5.1.11 Prime Respondent

The prime Respondent will be responsible for contract performance when subcontractors are used. However, when subcontractors are used, they must be approved by the SDBOR project manager and abide by all terms and conditions of the contract. If subcontractors are to be used, the Respondent must clearly define their participation. See Section 8.9.

Desire2Learn Response:

Desire2Learn will not be using subcontractors for any services or products proposed in the response.

5.1.12 Liquidated Damages

The Respondent acknowledges that the SDBOR will incur damages in the event there is significant downtime experienced. The SDBOR shall pass on the actual costs of damages incurred to the Respondent, not to exceed the total dollar value of the contract, for significant downtime experienced during the term of the contract, when the cause of the downtime is caused by failure of the product to perform as proposed. The Respondent agrees that the SDBOR shall have the right to liquidate such damages, through deduction from the Respondent's invoices, in the amount equal to the damages incurred, or by direct billing to the Respondent.

Desire2Learn Response:

Desire2Learn wishes to discuss the extent of the phrase; damages for "significant downtime."

5.1.13 Disposition of Responses

All materials submitted in response to this RFP will become property of the SDBOR and will become public record after the evaluation process is completed and an award decision made. Responses to this RFP will not be open for public review until the SDBOR decides to pursue a contract and that contract is awarded. See Section 6.5.

Desire2Learn Response:

Desire2Learn understands and accepts this provision.

5.1.14 Licenses

It is understood that upgrades may be necessary or desirable over the length of the contract, and respondents are expected to clearly delineate anticipated/necessary upgrades and their cost in accordance with the RFP instructions in Section 7. However, once any version of given LMS software or upgrades to LMS software are purchased by the SDBOR, that version can be used by the SDBOR during the period of the contract and shall not be revoked or made inoperable by the Respondent.

Desire2Learn Response:

The version of the LMS purchased by SDBOR may be used by the SDBOR during the period of the contract and will not be revoked by Desire2Learn.

5.1.15 Customized Add-on Features

All features detailed in a proposal shall function without any custom changes. However, respondents must include information on the availability of customized add-on features and specific costing information (in the Cost Proposal) for extended capabilities or additional modules not covered in this proposal, including any constraints of the SDBOR development of Application Programming Interfaces (APIs) to allow interface with other applications.

Desire2Learn Response:

All features detailed in the proposal functions without any custom changes, unless otherwise referenced.

All RFP requirements can be met with the proposed Desire2Learn Learning Environment. Other offerings such as the Learning Repository and LiveRoom can be quoted upon request.

5.1.16 Product and Infrastructure Limitations

For any proposal, if the SDBOR determines that any product's ability to work with existing infrastructure will be prohibitively limited or difficult to manage, the proposal may be rejected.

Desire2Learn Response:

Desire2Learn understands this provision.

5.1.17 Payment Requirements and Acceptance

The payment schedule and associated testing and acceptance schedule will be negotiated at the time of award.

Desire2Learn Response:

Desire2Learn understands this provision.

5.1.18 Development or acquisition of additional SDBOR software

The SDBOR may acquire or develop software (or software applications) that operate within or integrate with the CMS system for its own internal use. Such software shall remain the sole property of the SDBOR. The SDBOR reserves the right to run such software on the CMS system or elsewhere as needed.

Desire2Learn Response:

Desire2Learn understands this provision.

6 Evaluation

6.4 Mandatory Requirements

The following requirements are mandatory and will be judged on a pass/fail basis during the preliminary evaluation. If the proposal fails to meet any of the mandatory requirements, it is deemed unacceptable and is eliminated from further consideration.

6.4.1 Mandatory 1: Financial Stability

- Sources of financing (shareholders, venture capital, etc.)
- Bank references and name of auditing firm
- Last two annual reports and all quarterly reports since the last annual report
- Identification of the Parent Corporation and any subsidiaries

Desire2Learn Response:

The following statements on Desire2Learn's financials are to be considered confidential.

Please note that Desire2Learn is not a subsidiary of a parent corporation nor do we have any subsidiaries.

Desire2Learn Incorporated, is a company in Good Standing, and was founded April 20, 1999, and officially incorporated on February 25, 2000. Desire2Learn has been profitable over the last seven years, and has been growing at a rate exceeding 100% per year. We are positioning our company to be the clear market leader and have no intention of selling or merging with other companies.

Our balance sheet has **no** debt, and a strong cash and current receivables position that exceed our anticipated expenses for the year. We also have no long term liabilities. We have built a strong client base with recurring revenue that will sustain our current growth for many years even without new business. The majority of our clients sign 2-3 year agreements, but a number of our top clients have signed 5 or 10 year contracts, such as the University of Wisconsin System that supports over 160,000 students, the Ohio State University with over 93,000 FTE, and Minnesota State Colleges and Universities that supports approximately 370,000 students.

Desire2Learn recently signed several major university clients to 5-year contracts, including the Tennessee Board of Regents (175,000 users), Oklahoma State University, and others.

We are also investing heavily into our client services, support and R&D parts of our organization which receives a combined total of 80-85% of the entire budget for Desire2Learn. This unparalleled investment back into our future will help continue to position us as the clear technology and service leader in the industry.

Since Desire2Learn is not a publicly traded company, financial statements are not made available for public consumption, but we are willing to work with you to ensure you are very comfortable with the viability of the company and financial controls.

Desire2Learn is able to make the following statements about financial stability:

Sources of financing

We are and have been profitable since our first year of incorporation, with the majority of the capital used in the growth of the business derived from customer contracts. The shareholders include: Mr. John Baker, President and CEO of Desire2Learn and the employees of Desire2Learn. The company has a history of timely payment to creditors and employees. There are no VC investments, but if required Desire2Learn has access to additional capital through current shareholders, directors, banks, and institutional investors.

Banking Information

- *Branch:*
Royal Bank of Canada
Kitchener Main Branch
32 Duke Street West
Kitchener, Ontario
N2H 3W4
(519) 575-2315
- *Account Manager:*
Jerry Tsao
Senior Account Manager
30 Duke Street West, 8th Floor
Kitchener, Ontario
N2H 3W5
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(519) 575-2248 (fax)
- *Assistant Account Manager:*
Deb Burthwright
Assistant Manager Client Services
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N2H 3W5
debbie.burthwright@rbc.com
(519) 575-2221 (phone)
(519) 575-2248 (fax)
- *Canadian Business Number:*
865865174
- *Ontario Incorporation Number:*
1397118

- *US EIN:*
98-0464830
- *NAICS Code:*
511210
- *Dun and Bradstreet Number:*
202018573

Professional Services Information

- *Accountant:*
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www.deloitte.ca

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(519) 743-2540 (fax)
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Main Contact: Daryl W Schnurr

6.4.2 Mandatory 2: Client Hardware Platform

Any tools commonly used by instructors or students must provide the same features and functionality on Windows XP, Windows Vista, and on Mac OS X (10.x). Describe in detail any discrepancies and indicate any solutions or work-around options available. Compatibility with Unix-like client systems should also be described.

Desire2Learn Response:

Yes, all tools are equally available regardless of the platform and operating system. Unix is not supported.

The following operating systems are supported:

Windows 98, 98SE, ME, 2000, 2003, XP, Vista • Mac OS X (up to 10.4), Linux (i.e., Red Hat 9)

The following operating systems are recommended – Windows 2003, Windows XP Service Pack 2, Windows Vista, Mac OS X (up to 10.4), Linux (Red Hat 9)

6.4.3 Mandatory 3: Internet Browser

Functionality for learners and instructors must be delivered through an Internet browser. Any tools commonly used by instructors or students must provide the same features and functionality in Internet Explorer 6.x and higher and on Mozilla-based browsers (e.g. Firefox 2.x and higher, Netscape 7 and higher). Describe in detail any discrepancies and indicate any solutions or work-around options available. Also discuss any compatibility issues with Apple's Safari 1.x and higher.

Desire2Learn Response:

Yes, all functionality for learners and instructors is delivered through an Internet browser. All tools provide the same functionality regardless of the browser used. All common browsers still supported by their manufactures are supported by Desire2Learn, including:

Windows: IE 6.0, Netscape 7.2, Mozilla 1.6 and 1.7.3, Firefox 1.03, 1.04, 1.06, and 1.5

Mac: Netscape 7.1, Mozilla 1.6, 1.7, and Safari 1.2, 1.3, and 2.0.

Desire2Learn maintains compatibility with all common current browsers, and through our partnerships with browser suppliers we often have completed compatibility testing prior to a new version being available to the public.

Desire2Learn intends to remain compatible with all future versions of Netscape, Microsoft Internet Explorer, Safari, or Mozilla. Desire2Learn will maintain support for these products as long as they are supported by their manufacturer.

6.4.4 Mandatory 4: Minimum Internet Connection / Remote User Experience

Students, instructors, and staff must be able to easily and effectively access all features via remote phone connection with a third-party ISP (with a 56K speed modem or higher).

Desire2Learn Response:

Our system is user-friendly at a variety of connection speeds, including dial-up. The client should have at least a 56k modem to use the system at an acceptable level of speed. A DSL or cable connection is recommended.

Our system has been designed so that it runs effectively on a modem. Some of our larger clients have tested the response time of our system using various types of connections (modem, cable, DSL, T1, and T3). They have all determined that our response time via a modem is acceptable. The bandwidth limitation, in Desire2Learn's experience, is in the utilization of heavy, multimedia rich content which is beyond the control of Desire2Learn.

6.4.5 Mandatory 5: Core Functionality

The SDBOR must be able to install and maintain core functionality in its own or another environment as designated by the SDBOR. Describe the hardware and operating system software required for installation. Also indicate any third-party licensing, such as databases, to be considered for installation.

This core functionality includes, but is not limited to the following:

- online help/documentation
- communication tools
- online testing and assessment tools
- online grade book accessible to both instructors and students
- integration with Datatel Colleague
- online calendar
- support of class management
- user access management
- support of instructor-initiated and administrator-initiated course backup and recovery
- support for various techniques to ensure system stability, including: failover, redundancy and recovery

Desire2Learn Response:

Yes, the above referenced core functionality as listed is available in the Desire2Learn 8.2 Learning Environment.

Desire2Learn recommends a fully clustered multiple server infrastructure:

- Uses:
 - o High Traffic Production Environment
- Pros:
 - o Highly Scalable
 - o Excellent Performance
 - o Highly Reliable
- Cons
 - o Higher Cost in terms of Hardware and Software

Additionally, Desire2Learn recommends the following hardware configuration and software for the Application Server(s):

- **CPU:** Xeon 2-way Processors @ 2.8 + GHz
- **Memory:** 2-4 GB RAM dependant on the number of websites and projected traffic
- **I/O:** 20GB+, 10k+ RPM Hard drive
- **Software Specifications – (note third party requirement) OS:** Windows 2003 32-bit Standard Edition (up to 4GB)

Desire2Learn recommends the following for the Database Server:

- **CPU:** Xeon up to 64-way Processors @ 2.8 + GHz
- **Memory:** 4-64 GB RAM dependant on the size of the DB and # of transactions
- **Software Specifications (note third party requirements)**
 - **OS:** Windows 2003 32-bit Standard Edition (up to 4GB and 4-way SMP) or
 - **OS:** Windows 2003 32-bit Enterprise Edition (up to 32GB and 8-way SMP) or
 - **OS:** Windows 2003 32-bit Data Center Edition (up to 64GB and 64-way SMP)
 - **Application:** SQL Server 2000 Standard/Enterprise/Data Edition (processor licensing)

Desire2Learn recommends the following for the File Server:

- **CPU:** Xeon 2-way Processors @ 2.8 + GHz
- **Memory:** 1-2 GB RAM
- **Software Specifications – (note third party requirement) OS:** Windows 2003 32-bit Standard Edition (up to 4GB)

Size Samples for Database and File Servers:

Variable Factors						Database Server		File Server
Load Type	Users #	Enrollments #	Courses #	Years of Use	Data (MB)	Log* (MB)	Upload (MB)	Content (MB)
Med-High	20,000	200,000	3,400	2.3	17,000	7,500	20,000	5,600
Med-High	35,000	1,355,000	13,000	3.6	10,000	3,000	25,000	25,000

6.4.6 Mandatory 6: Accessibility Compliance:

Accessibility compliance means meeting the standards that allow people with disabilities to access information online. Persons with disabilities may need to use a device to “read”

the screen, thus compliance entails providing for a version that can be processed with screen readers such as JAWS.

Many screen readers have difficulty rendering frames, tables, and images (without alt text tags). The practical accessibility difficulties may be compounded by the fact that many persons with disabilities do not have the most recent equipment and software.

As pursuant to the SDBOR Guidelines for accessibility [http://www.sdbor.edu/administration/information_technology/policies/documents/accessibility_guidelines1-8-04.pdf] the Respondent must demonstrate compliance with section 508 of the Rehabilitation Act of 1973.

Desire2Learn Response:

From its inception, the Desire2Learn platform was developed to be accessible to all. This platform is fully compliant with Section 508 of the United States Rehabilitation Act of 1973.

6.4.7 Mandatory 7: Conversion Support (see also Section 6.9.15)

Desire2Learn Response:

The SDBOR expects conversion support to be provided that enables the LMS administrators and instructors to convert existing courses in the SDBOR's current LMS (WebCT CE4) to the Respondent's product. Requiring SDBOR staff or LMS users to manually transfer an entire course from WebCT into a new course on the proposed system, in lieu of an automated process, is not an acceptable form of conversion.

Desire2Learn Response:

At Desire2Learn, we realize that course migration is one of the biggest concerns of an institution that is selecting a new eLearning Platform. Desire2Learn provides full training, support and tools to make this process as simple and reliable as possible. We offer both one-click single course and network batch conversion tools. All procedures, and training materials you need, will be provided. We have extensive experience in converting courses.

Existing one-click import tools are built and available for importing from WebCT. Courses can be imported and exported from Desire2Learn using the import/export tool. The resulting export package contains an XML based representation of the course and related materials. This package is based on IMS Course Packaging.

Once the export file from another platform has been created, a user in Desire2Learn simply uploads the package using the Import Course function in the Content

administration tools. The import is accomplished with three clicks online, and there is also a server-side component that allows bulk conversion of any number of courses at once. Each course takes 30 seconds to over 10 minutes to complete, depending on the size of the package. The bulk course import tool can be run unattended at off-peak times for hundreds or thousands of courses.

6.4.8 Mandatory 8: Self Hosting

The SDBOR will host the LMS in either a distributed environment (.i.e. on each campus) or centralized environment at a site of its choosing. No third-party hosting will be considered.

Desire2Learn Response:

Desire2Learn understands and supports this consideration related to hosting.

6.4.9 Mandatory 9: Distributed and Centralized Installation Scenarios

Respondents should provide costs/feedback for two scenarios: a distributed installation, where each campus hosts their own version of the proposed product(s)—the current environment the SDBOR uses for WebCT CE4—as well as a centralized installation, where one location hosts the proposed product(s) for all SDBOR institutions. The respondent must indicate if unable to provide either a distributed or centralized product.

Desire2Learn Response:

Desire2Learn can provide either a distributed or centralized product.

6.5 EduTools

The SDBOR respects the EduTools site (<http://www.edutools.info/cms/>) sponsored by the Western Cooperative for Educational Telecommunications (WCET). “EduTools is a resource for higher education that is designed to assist users in making a decision about their course management systems. EduTools is designed specifically for higher education.”

To facilitate campus awareness and involvement in the product decision process, each vendor is required to create or update their public product description on the EduTools site (<http://www.edutools.info/cms/>) as of the date April 23, 2007, at 12:01 p.m. (Central Time). At that time, the information entered by each vendor will be copied into an EduTools sub-site for use in the SDBOR RFP process. The information entered will also remain on the public EduTools site. Any updates entered past the deadline will not be included in the SDBOR’s sub-site as it will be considered part of the proposal.

Desire2Learn Response:

Desire2Learn will ensure that our information on EduTools is up-to-date.

6.6 Additional Product Requirements

In addition to the product features listed on the EduTools site (see Section 6.5), the SDBOR has also established the following as product requirements:

6.6.1 Learner Tools - Communication Tools

A. Whiteboard: Whiteboard tools include an electronic version of a dry-erase board used by instructors and learners in a virtual classroom (also called a smartboard or electronic whiteboard). Note: the SDBOR's definition does not include other synchronous services such as application sharing, group browsing, etc.

Desire2Learn Response:

Yes, the chat tool also comes with a fully integrated canvas or whiteboard, allowing instructors to illustrate concepts and course material to learners in the chat room.

6.6.2 Learner Tools - Student Involvement Tools

A. Wikis: In generic terms, wikis allow the audience to add, edit, or remove content from a website. As applied to academia, a wiki can be used to allow students to add, edit or create content used by other students. An example of this would be a book summary wiki, where a student was assigned to read a book and summarize it for the class in the wiki. The other students could review this summary and change it if necessary.

Desire2Learn Response:

No, a wiki is not currently available.

B. Self-Assessment: Self-Assessment tools allow students to take practice or review tests online. These assessments do not count toward a grade. When self-assessment tools are combined with pedagogical skill in preparing the content of the test items and response feedback there can be positive effects on student motivation.

Desire2Learn Response:

Yes, instructors can create self-assessments that learners can take multiple times. The system automatically scores multiple choice, true/false, multiple answer, fill-in-

the-blank, matching and ordering type questions and can also display instructor-created feedback, explanations, hints and links to relevant course material. Instructors can create a database of questions that the system will randomize to create a unique self-assessment for each learner. Regular expressions can be used to create unique variables and answers for every question.

6.6.3 Support Tools - Administration Tools

A. Library Resource Integration (see Section 6.9.6): This feature includes tools which allow integration with library resources and provides users with the capability of integrating with online catalogs, electronic reserves, and virtual reference services.

Desire2Learn Response:

Desire2Learn provides the ability to integrate with library systems for single sign-on, integrated search, tracking and other functionality. Library and LOR resources can be integrated or linked to, as well. We have several third party content developers utilizing our system for their content, including Desire2Learn Certified Partners.

Additionally, custom library integrations have been previously done (e.g. eReserves), and can be performed on any library system that provides an interface to do so. This can be done through the use of:

- Web services
- HTTP-GET interface
- Other custom integration mechanisms

B. Course Backup and Restoration (see Sections 6.8.4 and 6.9.9): This feature includes the ability for instructor-initiated and administrator-initiated course backup and restoration. Other options may include automated backup and recovery solutions, granular backup/restoration (e.g. simply restoring individual aspects of a course like a discussion thread, etc.).

Desire2Learn Response:

Faculty can select any files/areas of their course to backup by simply selecting what is to be zipped and downloaded, and they can selectively choose what to upload to restore the content. Instructors can also use Desire2Learn's bulk course Export tool to archive courses in bulk and use Bulk Course Import tool to restore.

6.6.4 Support Tools - Curriculum Design Tools

A. Curriculum Management: Curriculum management provides students with customized programs or activities based on prerequisites, prior work, or testing. Curriculum management includes tools to manage multiple programs, to enable skills/competencies management, and to handle certification management. These tools may be similar to the tools used in student services as part of providing academic

advising to students.

Desire2Learn Response:

Desire2Learn continues to lead the way in eLearning by providing our clients the following capabilities in designing their learning programs:

End2End Learner Development

By providing solutions for all level of training, Desire2Learn offers the platform and solutions for Learner Development, as well as the tools to measure success throughout their educational careers.

Unique Learning Paths

Instructors have the power to build course content and unique approaches to learning to create individual Learning Paths. Learning Environment allows for students to feel self-directed by course material that is specific to their unique Learning Path, creating a sense of empowerment and increasing program adoption and success rates.

Magnify Potential

By providing CIOs and Administrators with mission-critical reliability, system flexibility and the scalability to grow on the Learning Platform you can feel confident in evolving your eLearning program. Course instructors can develop dynamic, engaging courses with ease, and have more time to focus on effective teaching practices and research. Students can adapt to their programs and feel supported and engaged, allowing for an enjoyable and highly successful learning experience. By pairing a feature-rich system with renowned ease-of-use, your eLearning vision will be fully realized.

Accelerate Achievement

The Learning Environment allows all users to teach and learn in a productive manner. By offering intuitive navigation and a user-centric approach to technology, our clients are able to maximize their time, focus on their objectives, and achieve excellence in their eLearning programs.

The following tools specifically relate to the requirement:

- **Desire2Learn Easy and Convenient Course Management:** Desire2Learn provides the tools clients need to create effective multimedia enhanced content, quizzes, and other features for their courses through integrating multimedia with other course tools, linking course resources, and managing content from their desktops.
- **Desire2Learn Competencies:** Learner competencies allow organizations to standardize assessment and learning objectives across courses and formalize programs or degree certifications in an online environment. Learning Environment 8.1 offers both basic and advanced views of competency libraries, wizards to permit simple development of new competencies, and the ability to easily share competencies within an organizational structure.
- **Desire2Learn Rubrics:** Creating scoring rubrics provides a powerful tool for setting subjective and quantitative assessment criteria for learners as well as

- structuring feedback. Rubrics can be created with any number of evaluation levels and can be evaluated both automatically and manually.
- **Conditional Releases and Learning Paths using Desire2Learn:** Instructors can set unique learning paths and establish the access requirements for specific content, discussions, assessments, drop box assignments, news postings, checklists, surveys, and other learning tools.
 - **Create Course Templates** - Design course templates containing either layout or content at any level above the specific section level. Instructors can create announcements, calendar entries, discussions, links, syllabus, course descriptions and other course content using templates created by a "what-you-see-is-what-you-get" (WYSIWYG) content editor, or upload and choose content from the system-wide content library.

B. Content Interoperability Standards Compliance: Content interoperability standards compliance concerns how well a product conforms to standards for sharing instructional materials with other online learning systems and other factors that may affect the decision of whether to switch from one product to another. Content interoperability standards compliance involves trying to make it possible for applications from different product producers to work well together.

There are presently several proposed standards but the most prominent are the standards developed by the IMS Global Learning Consortium that define the technical specifications for interoperability of applications and services in distributed learning and support. The IMS standards can be found at www.IMSproject.org.

The SCORM standards-in-progress integrate the industry specifications from IMS, AICC, IEEE and ADRIANE and are operational standards with corresponding compliance test suites for learning objects (www.adlnet.org/main.html). In terms of compliance there appear to be three levels: awareness of the standards, claimed partial compliance, and self-tested compliance with the SCORM test suites.

Other migration considerations are situations that would make switching to another application more complicated, such as proprietary data formats for content, which make it difficult to import course content into another application. To the extent that student data is maintained in the system there can be separate complications in migrating non-course information to other versions or platforms.

Desire2Learn Response:

We offer unyielding support for eLearning standards. Desire2Learn conforms to the following open e-Learning standards and guidelines:

Standard/Guideline	Conformance
IMS-enterprise	Yes
IMS-QTI v1.2	Yes
IMS CP	Yes

IEEE LOM, Dublin Core, GEM, and other Metadata Application Profiles	Yes
IMS-LIP	Currently Under Development – We support many learner preferences already
SCORM 1.2	Yes (Full Support RTE 3 with reporting) and Certified
SCORM 2004	Yes. Full Support.

6.7 Demonstration of Proposed Product(s)

Finalists will be required to install and/or demonstrate proposed product(s) and/or service(s) at a SDBOR site(s). The SDBOR will furnish detailed specifications concerning the demonstration site(s). Willingness to complete the tasks listed below indicates 100% compliance with the stated evaluation criteria at no additional cost to the SDBOR.

A. Access will be provided to the SDBOR LMS RFP evaluators to a real or demonstration course that showcases full functionality of the proposed LMS system(s). Respondents will provide the URL, usernames and passwords for both student and course designer access.

B. Respondents will demonstrate their ability to convert pre-determined, existing SDBOR online courses from WebCT (CE 4.1) to the proposed product(s). Types of sites to be converted are:

a WebCT-enhanced course representing how campus courses typically utilize WebCT (communications, file/lecture repository, etc.)

a completely-online WebCT-based course representing how campus' online courses typically utilize WebCT

a completely-online WebCT-based course representing maximal usage of WebCT's features

C. Furthermore, Respondents will allow the SDBOR LMS RFP evaluators access to a course space to allow RFP evaluators to conduct hands-on testing of the conversion process using actual courses from their respective campuses.

Desire2Learn Response:

We agree to provisions related to demonstration outlined above in 6.7 A, B, and C. We will provide the evaluators with applicable role-based access to a course that will demonstrate full functionality of the LMS.

Desire2Learn will demonstrate its ability to convert a WebCT (CE 4.1) course to Desire2Learn. We agree to provide the evaluators access to a course space for the purpose of conducting a hands-on testing of the conversion process.

6.8 Functional Requirements – Narrative

Respondents must include the responses to the functional requirements below with each proposal. Any features that are not immediately available upon installation must be clearly identified. Additional costs must be clearly specified in the Cost Proposal.

6.8.1 Accessibility Issues

The SDBOR considers accessibility for all users of prime importance.

6.8.1.1 Describe in detail how the product addresses Web accessibility issues including a statement of the current level of compliance with the W3C Accessibility Initiative and/or Section 508, and/or future plans to achieve compliance.

Desire2Learn Response:

From its inception, the Desire2Learn platform was developed to be accessible to all. This platform is fully compliant with Section 508 of the United States Rehabilitation Act of 1973, as amended and signed into law on August 7, 1998. Desire2Learn also works with accessibility groups such as the W3C, WAI, ISO, IMS and others.

Our current systems comply with Section 508 and go beyond the current regulations to ensure continued improvement of accessibility in eLearning. We are participants in industry bodies, such as the W3C working group, whose meetings we have hosted. We aim to promote additional accessibility enhancements with that standards/specification body, and continue to work closely with other accessibility groups around North America, such as the University of Toronto

Desire2Learn's system is operated and maintained in compliance with Priority One of the W3C's Web Accessibility Initiative.

Early accessibility innovations within the Desire2Learn platform include:

- **Personal preferences:** Empowers the learner to tailor font typefaces, point sizes, learning styles, the way in which tools work and information is displayed, etc.;
- **Delivery:** Enables delivery of different content to learners based on any number of criteria, including accessibility and learning style preferences;
- **Quizzing:** Allows the setup of different restrictions based upon the learner (i.e. time to take a quiz), and optionally, allows other individuals (e.g. instructor or TA) to assist students taking the quiz remotely (i.e. read the question and record the answer);
- **Authoring tools:** Asks the learner to fill in alternative text for items such as images;
- **Language level:** Offers the ability to have custom language packs for the entire system to support learners at different levels or with specific language requirements;

- **Screen-readers:** Designed to support screen-readers while providing the best possible look and feel for other learners;
- And more.

We continually make significant changes to our system to improve usability for people with disabilities.

6.8.1.2 More specifically, describe any provision the content authoring tools have to generate Web accessible content and/or prompt users to develop accessible content.

Desire2Learn Response:

Desire2Learn's built in content generation tools adhere to the tagging requirements for 508 compliance. We also try to assist authors in ensuring they are generating web accessible content. For example, when inserting a picture there will be a requirement for an ALT tag. Desire2Learn also offers consulting and guidelines in course and content development to ensure that 508 and other general accessibility guidelines are followed.

6.8.1.3 Describe the accessibility testing completed on the proposed product(s), and provide the results. This could include output from an accessibility verification tool.

Desire2Learn Response:

We are using the Bobby tool (<http://www.cast.org/bobby>) as an accessibility verification tool for 508 compliance as well as the JAWS tool Version 5.1. 508 compliance tools can be quickly plugged into the Desire2Learn framework to ensure full 508 compatibility on all content that is uploaded to the system.

6.8.2 Ease of Use

Describe the steps taken in the design of the product to ensure that it is easy for instructors and students to use. Also address the following specific questions:

Desire2Learn Response:

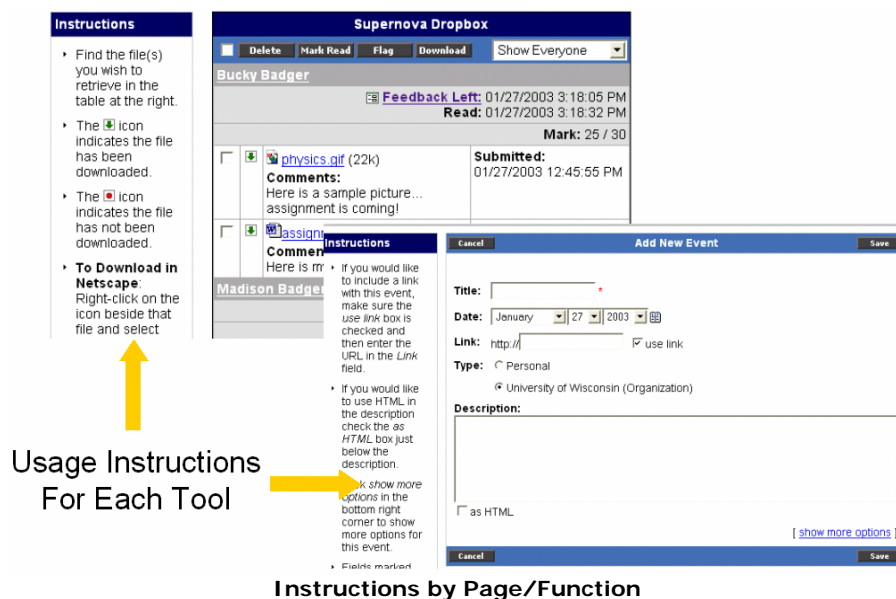
We employ a team of interaction designers and usability experts that work closely with clients and industry experts to constantly revise and improve our user interface standards. Our usability experts run dozens of tests with students, faculty and administrators for each release to ensure that our interface is as intuitive and visually pleasing as possible. The ultimate goal is to produce an application where the user is focused on teaching and learning, and not the learning application itself.

6.8.2.1 Identify the types of materials, such as help manuals, contextual help for user screens, tutorials, and online resources that are available to assist both students and instructors/developers (electronic manual format should be specified as HTML, PDF, etc.).



Desire2Learn Response:

The Desire2Learn system includes online learner guides and extensive context sensitive help for each of the tools and interfaces. You can also customize help items specifically to your organization. In addition, several quick guides, learning objects and other help resources, developed by Desire2Learn clients, are available to share through the Desire2Learn Learning Community.

Each tool within the Desire2Learn platform has basic instructions on the left hand side of the interface.



Instructions

- Find the file(s) you wish to retrieve in the table at the right.
- The  icon indicates the file has been downloaded.
- The  icon indicates the file has not been downloaded.
- To Download in Netscape**
Right-click on the icon beside that file and select

Supernova Dropbox

Delete Mark Read Flag Download Show Everyone

Bucky Badger

Feedback Left: 01/27/2003 3:18:05 PM
Read: 01/27/2003 3:18:32 PM
Mark: 25 / 30

Submitted: 01/27/2003 12:45:55 PM

physics.gif (22k)

Comments: Here is a sample picture... assignment is coming!

Assignment Instructions

Comments: Here is m...

Madison Badger

Usage Instructions For Each Tool

Instructions by Page/Function

To assure that all levels of learner are addressed within the platform, instructors can completely customize the instructions that are displayed with each tool using the Desire2Learn Languages utility.

Desire2Learn includes orientations to the system (such as Scavenger hunts), demonstration courses, course templates, online help, user guides and a Glossary tool that assist students. As with all tools, the Glossary can be multi-lingual.

Desire2Learn offers customizable help: whenever anyone clicks on the help icon for any tool or feature, they will be presented with a help menu for that feature. This online help documentation is completely customizable and can be re-written for any tool, for any organization type or for any user role. As well, you can automatically restore any help menu to its original state at any time. Desire2Learn can also help with specialized customization of the printed guides upon request.

Instructors can access an online instructor manual, context sensitive help, take a free online course, and subscribe to an instructor mailing list. The product provider can setup an instructor group so instructors in the organization can access faculty resources and discussions.

The Desire2Learn User Guides are available in printed form, or they can be sent electronically as a Word document, an Adobe PDF file, or HTML to any faculty, staff, eLearning administrator or instructor.

6.8.2.2 Describe how the product provides for printing of content pages.

Desire2Learn Response:

The course navigation bar is used to navigate content relating to a particular course or set of courses. It allows the content page to be printed in a printer-friendly format. Users can select the entire course contents or specific modules or topic to compile for printing.

6.8.2.3 Describe any provision for accessing content offline (such as replication capabilities).

Desire2Learn Response:

All the tools and content associated with a course can be archived into a file system. Completed courses can also be extracted to a file system which allows for a completely non-database representation of a course. This capability is very useful for the creation of CD course archives which can be distributed to students. By using a course CD, this file system can be compressed.

6.8.2.4 Identify how the product can be accessed via text-based browsers.

Desire2Learn Response:

Currently we do not support text based browsers. This is in our roadmap for the future and Desire2Learn will be happy to discuss this requirement with SDBOR.

6.8.2.5 Identify how the product can be accessed using mobile devices.

Desire2Learn Response:

Desire2Learn does not currently offer compatibility with PDA/WinCE devices. We are intending on building mobile version of Desire2Learn tools with 8-series, and are now taking design input from clients.

6.8.2.6 Describe how instructors are able to view and test course materials in the role of students.

Desire2Learn Response:

Instructors have the ability to view course content, grades and assessments exactly as a student would see them through a variety of ways including:

1. the standard instructor view
2. the role switch tool
3. the impersonate student tool

Standard Instructor View

The instructor view sees course content the exact same way as the student view does. The only differences are that tools are enabled for instructors to edit, modify and configure the environment. As for grades and assignments, instructors have the ability to customize and preview as student views before enabling these configuration settings.

Role Switch Tool

This tool enables instructors to switch views to the student view in a single click. The environment will then be presented as the student would see it, just **without** any associated student data.

Impersonate Student Tool

This tool, if enabled, provides instructors the ability to **completely** impersonate a student. The instructor has essentially become the student with associated privileges. This tool has been helpful for clients in help-desk scenarios and general instruction.

Desire2Learn also has an auditor role in our platform that will allow a manager or trainer to monitor a student's progress and performance as they go through the course. The manager will have a separate log-in for each student that they are auditing. The manager will then be able to view the student's grades, the course content, the course homepage and the student progress tool.

6.8.2.7 Describe how the product enables instructors and students to search and navigate easily across relevant content, student records, assignments, etc.

Desire2Learn Response:

All relevant tools within the Desire2Learn platform have search engines. Desire2Learn currently has full integration with a search engine for purposes of content searching. The search capability of all of the query tools within the platform is managed through the unique role based/permissions security architecture of the Desire2Learn platform. Desire2Learn provides web-driven access to search through most tools and discrete data elements within the system.

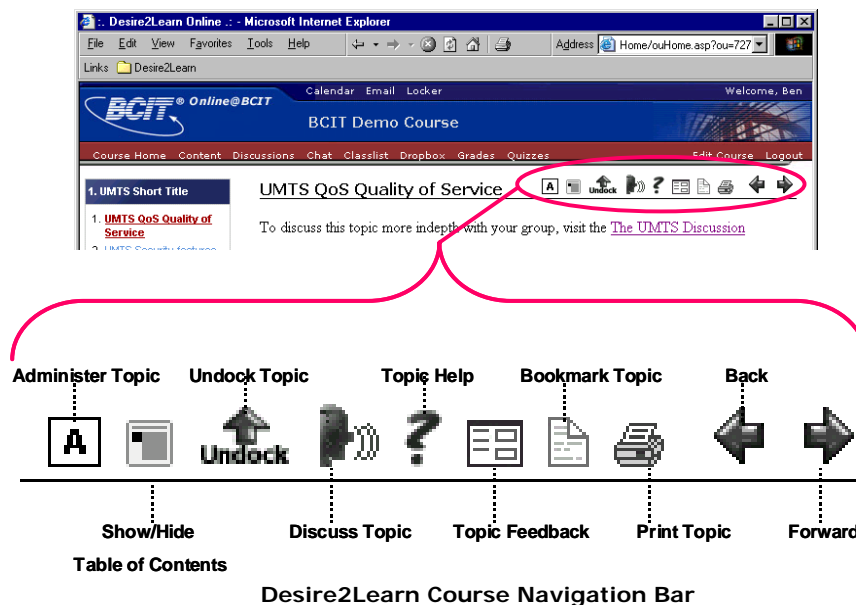
Desire2Learn offers full search capabilities within the Learning Platform, plus the fully integrated content Learning Object Repository. Users can search within a topic or through a course, discussion, calendar, etc. and then set bookmarks in the content when found.

The system allows users to use keyword search to locate course/learning activity information. Keyword search must scan fields such as Title, Course Description, Course Objectives, Course ID, etc. Users will be able to search all courses that are listed in the online course catalog.

Courses within the Desire2Learn platform can be searched for text strings within the content or any of the tools within the platform. The results of the search are highlighted for the user to quickly click off to the area of the course where the particular search match has been found. The search tool contains advanced search string capability and standard search operators.

Desire2Learn's Basic System Navigation has been designed with users in mind. A key design criterion for Desire2Learn was to reduce the page depth of our learning management system. The result is a seamless integration of content and tools using our 2-click rule: Any key functionality or content should only be less than or equal to 2 clicks away for both faculty and students.

Icons are used in combination with text links throughout the Desire2Learn platform. Desire2Learn takes great lengths to ensure the consistency and intuitiveness of our links and icons. An example of a list of icons and their related functions is shown below:



6.8.2.8 Describe whether the bookmark tool has private and public options.

Desire2Learn Response:

Students can bookmark content pages, creating a link that allows them to quickly return to any particular spot in the course content. Bookmarked sections appear directly on the student's course Homepage.

The Links tool allows for links to URLs or web sites that are useful for the course. These links can be organized into categories, for example, a psychology course may provide the link categories: General, Psychology, Reference Materials, Online Publications etc. Categories enable better organization of links and allow users to quickly find the information that they need. The Manage Links tool provides this

functionality and is available publicly. Learners can also add personal links for sharing on their homepage.

6.8.3 Course Content Development and Organization

Instructors with a wide spectrum of technical skills and expectations create course content. It is important that the system can provide or smoothly integrate with tools that allow for flexibility and meet the different needs of instructors. Describe in detail how the content can be created, assessed, and modified.

Desire2Learn Response:

The Desire2Learn system is designed to support your approach to teaching and provides robust tools to assist you in content design, creation and delivery. Desire2Learn's content management system consists of the following tools/features:

- **Manage Files** – Designed for users to easily upload, organize and develop content. File types are easily identified with a visual icon for users.
- **Manage Content** – Enables users to create modules and topics, and edit and arrange content within the content tool for course participants. This tool contains multiple useful editing features to assist course designers with developing content.
- **Content Display Settings** – Can easily modify the lay-out of content by adjusting enumeration and format display strings.
- **Advanced Editing Capabilities:**
 - **HTML/WYSIWYG Editor** – Built in HTML Editor and “what you see is what you get” editor enables users to modify content directly online. Changes are reflected immediately in content.
 - **Editing** – Can release and hide topics, QuickLink to various other tools directly from content, and time release modules and topics. There is a designer comments area to keep track of changes

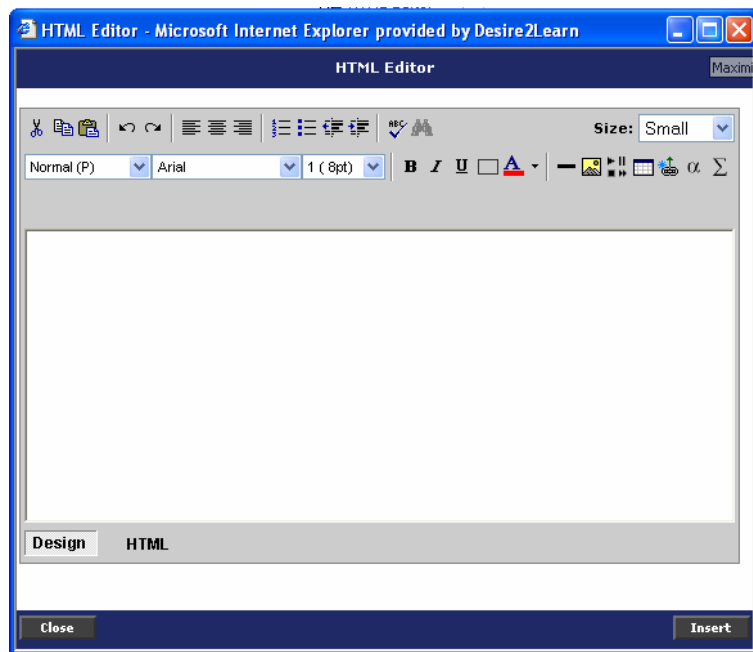
Also address the following specific issues:

6.8.3.1 Creating content with/without the knowledge of HTML

Desire2Learn Response:

Desire2Learn is proud to offer a powerful WYSIWYG editor throughout the platform that allows users to enter rich content for course materials, quiz questions, discussion postings, comments and feedback, news, etc. The editor includes extensive word processing functions (including spell checking in all tools), multimedia, including flash, images, audio and video, simulations, equations, tables, symbols and Desire2Learn Quicklinks (proprietary technology that allows all tools to

be instantly linked). With the WYSIWYG editor, creating content without knowledge of HTML is easy and fast.



WYSIWYG Content Editor

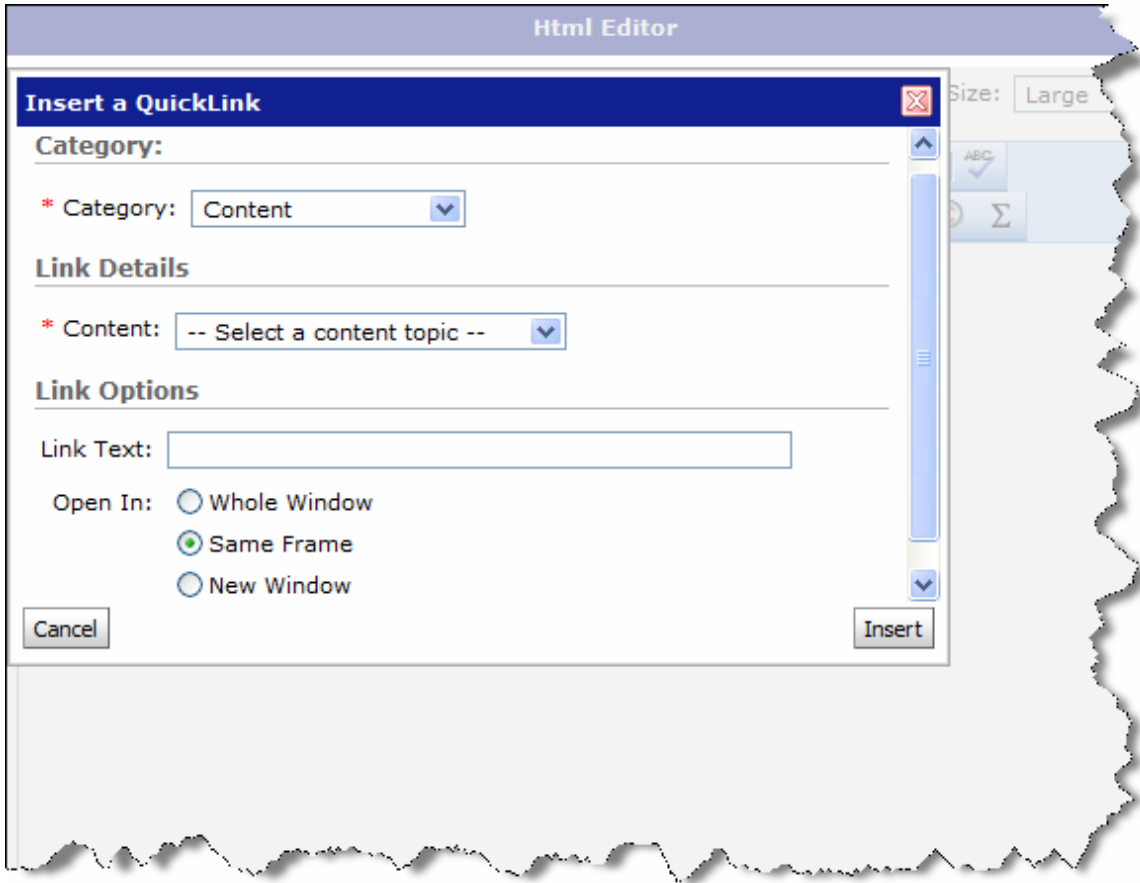
6.8.3.2 Importing and cross linking of course materials without knowledge of HTML, including linking to materials in other courses, other sections of the same course, and examinations.

Desire2Learn Response:

Without knowledge of HTML, the Quicklink™ tool can link to most tools in the LMS, it allows users to quickly link to other items in the system without any knowledge of HTML. For example, Quicklink™ could be used to link content to content, content to discussions, or discussions to content.

Quicklink™ can be applied to the following areas of the system:

Tools That Can Be Linked Using the Quicklink™ Tool				
Content	Checklist	Drop Box	Discussions	Chat
External URLs	Self Assessment	Grade Book	Quizzing	Survey
CD-ROM Content	Course Files	Surveys		



The screenshot shows a web editor interface with a purple header bar labeled "Html Editor". Below the header is a dialog box titled "Insert a QuickLink" with a close button (X) in the top right corner. The dialog box is divided into three sections: "Category:", "Link Details", and "Link Options".

- Category:** A dropdown menu with "Content" selected.
- Link Details:** A dropdown menu with "-- Select a content topic --" selected.
- Link Options:** A text input field for "Link Text:" and three radio buttons for "Open In:":
 - ☐ Whole Window
 - ☒ Same Frame
 - ☐ New Window

At the bottom of the dialog box are "Cancel" and "Insert" buttons. To the right of the dialog box, a portion of the editor's toolbar is visible, showing a "Size: Large" dropdown, an "ABC" button, and a summation symbol (Σ).

The Desire2Learn Quicklink Tool

6.8.3.3 Formatting, editing, and reusing content easily, including adding hyperlinks and embedding images, presentations, sound, animation or movies

Desire2Learn Response:

All common file types are supported and the referenced formats can be easily inserted via the content editor and/or the Quicklink tool.

6.8.3.4 Customizing the look and feel of course pages

Desire2Learn Response:

Yes, the Desire2Learn system can support multiple institutions, departments, schools or other organizational divisions on an individual server setup. Moreover, each unit can be separately branded. Distinct branding can also be applied both at the course and specific section level. The instructor can customize the appearance of a course by changing the order and name of menu items and the location and width of the navigation menu. Custom tools can be created and quickly added and removed from

course or learner home pages. Learners can customize the sounds, colors, font types and point sizes, and layout of the tools within the interface.

6.8.3.5 Input of music, math, science symbols

Desire2Learn Response:

Yes, the Desire2Learn Equation Editor is based on WebEQ. The editor includes extensive word processing functions, multimedia (including flash), images, audio and video, equations, tables, symbols and Desire2Learn Quicklinks. Our editor also includes an equation editor for the creation of complex mathematical equations. Currently Desire2Learn can not input music symbols however we will be happy to discuss the requirements of this project with SDBOR.

6.8.3.6 Foreign languages input

Yes, foreign language input is easily performed in the same manner as a word processor or web browser enables input in other systems.

6.8.3.7 Multi-language capabilities to include support for Unicode (UTF-8) to allow designers to display content in any language within their course and/or display multiple languages on a single page within a course.

Desire2Learn Response:

Yes, the Desire2Learn Learning Platform is multilingual and enables each user to choose his/her own language preference. Simultaneously, users can be accessing one course but using different language interfaces to do so.

The Desire2Learn Learning Platform currently supports all ASCII character languages (e.g. western European) and is being extended to support Unicode languages (e.g. Russian, Chinese, Japanese, Arabic)

6.8.3.8 Spell-checking capability

Desire2Learn Response:

Yes, spell-checking capability is available in all applicable areas (where input is required) of the system, including quizzing, discussion areas, email, etc.

6.8.3.9 Use of interactive elements such as forms and Flash animation

Desire2Learn Response:

Yes, any file that can be viewed via the web can be used in the Desire2Learn platform. Objects such as audio, video, and flash files have wrappers added by our system that automatically call players so instructors are not required to know any programming.

6.8.3.10 Integrating off-line content such as CD and DVDs

Desire2Learn Response:

Yes, CD ROM/DVD integration is done using a personal preference for a DVD/CDROM drive letter and instructors are also provided tools such as Quicklinks to allow linking to content on a CD or DVD with ease. The personal preferences and the Quicklinks tools make using and configuring the system very easy. This is a common tool used by many of Desire2Learn's clients.

6.8.3.11 Integrating other add-on features

Desire2Learn Response:

Yes, other third party products, such as Portals, Library Systems, Crystal Reports, Respondus, etc., can be readily integrated with the Desire2Learn platform.

6.8.3.12 Integrating with third party content development tools and multimedia development tools such as Dreamweaver Course-BUILDER, Lectora, and others; this can be done with WebDAV or other technologies

Desire2Learn Response:

Yes, Desire2Learn supports variety of course authoring tools such as Authorware, RoboDemo, Captivate, Lectora, Dreamweaver and more. WebDav enables course designers to edit material offline and have changes reflected online. Content can be imported from any third-party content tool (e.g., offline tools such as FrontPage and Dreamweaver) and stored directly into the Desire2Learn content database by simply uploading the files through the file management interface. Courses exported from these products can be created in the Desire2Learn Learning Platform with just two mouse clicks.

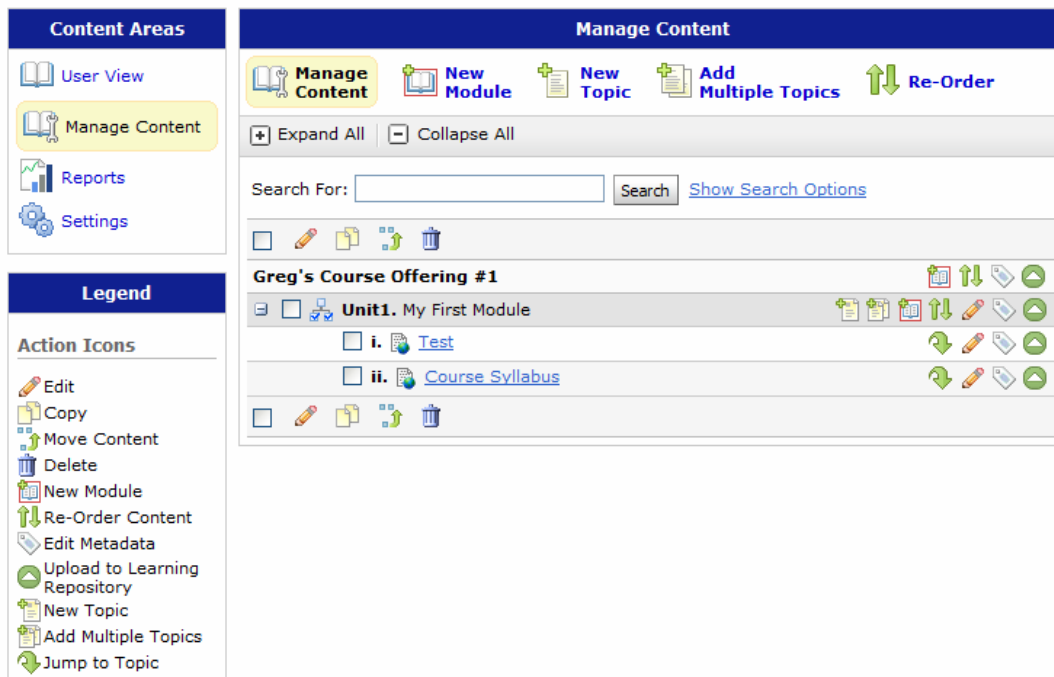
6.8.3.13 Copying, moving, and re-ordering content (to the document level) within a course and across courses (e.g. content sharing)

Desire2Learn Response:

Yes, the Desire2Learn system enables you to create a proper web-folder structure allowing you to organize your content, images and multimedia in appropriate folders and/or sub-folders.

Content files in the Desire2Learn system are organized, managed, and accessed through an intuitive explorer-like interface. Files can be uploaded, downloaded, compressed/ decompressed and deleted. The same file system is used for one or multiple courses. With WebDav enabled, adding files to a course is as simple as dragging and dropping from your desktop directly into the course.

The files can be edited and arranged:



Manage Content

With the unique ability to manage org structure in Desire2Learn, courses can be managed at any level of the organization and differently between organizations. For example, the main institution can manage courses for the network, while a connected campus can also manage its own courses at its organizational level. Courses can be grouped in an organizational unit that can be time or function based. Desire2Learn offers unparalleled ability to manage courses in a manner that best matches your unique organization.

With our sections implementation, an instructor can author and manage content across all tools that are shared by the sections. The instructor can choose to view only submissions/data for users in an individual section, sorted by sections, or just all data for all users in all the sections.

Multiple course offerings can be managed from a central template and common course file location. This allows for easy management of initial courses and refresher courses or subsequent courses.

6.8.3.14 Integrating different product functions (e.g., content, assignments, quizzes, discussion forums, and links into a single course lesson or module)

Desire2Learn Response:

Yes, Desire2Learn's platform has been built in a modular fashion since its inception. This modular approach reflects Desire2Learn's philosophy of recognizing the unique individuality of every one of our clients and users. The wide variety of our client needs drove us to this modular approach beginning with the first client, the University of Guelph. Each of the tools is a modular piece that resides upon the core system framework. Tools are developed and tested as modules and an individual tool is often developed further to implement client specific feature enhancements. A version of the Desire2Learn platform is a collection of latest version tool modules that are tested together in an integrated fashion prior to release. All the tools referenced are integrated into Desire2Learn's core system.

6.8.3.15 Describe how the product supports the use of reusable learning objects in terms of easy integration, organization, management, and delivery.

Desire2Learn Response:

The current version of our Learning Object Repository (LOR), Version 3.5, enables users to expand their Learning Environment beyond the capabilities of any other solution in the market. It allows for effective tagging, storage of objects, fast searches, easy linking/retrieval, and dramatically increases the efficiency of learning object reuse. Desire2Learn clients on the same instance can build common repositories between different organizations, and a new enhancement in this release includes support for a federated search of MERLOT. Learning Repository Version 3.5 will significantly increase the collaboration and communication within and between institutions through the sharing and reuse of learning objects.

Our Learning Object Repository is fully integrated with the eLearning Environment and incorporates industry standards. The repository supports IEEE LOM, Dublin Core, CANCORE, and custom metadata application profiles.

For "power" LOR users who author courses and create, share, search, tag with metadata, re-use, track and manage assets and objects, Desire2Learn has customized an Authoring Environment. This can include multiple LORs, shared LORs, and customized roles, permissions and trusts, as well as communication tools like email, discussions, news items, custom widgets and more, to assist with the collaboration and workflow among course developers / designers. This environment is similar to traditional stand-alone repositories but has greatly enhanced communication, collaboration and permissions features. These features will be further enhanced going forward.

The Learning Object Repository allows course content files to be stored and accessed by other instructors. The repository can be system-wide or for individual

organizational units. Instructors can designate their files to be private or publicly accessible. Instructors can create links to content files in the central content repository so that changes made to the linked content are automatically displayed in their courses. Instructors can describe course content using metadata. Workflows can be defined to facilitate the publishing, tagging and retrieval of Learning Objects.

The LOR offers the following features:

- Create individual repositories for departments, faculties, campuses, and more
- Define access permissions to each LOR, based on actions (publishing, viewing content, retrieving) and authorized roles (students, instructors)
- Allow repositories to be seen by other departments, faculties, etc.
- Upload IMS content packages to a LOR
- Edit learning object and asset metadata
- Select a repository where you can publish a learning object or asset
- Search for learning objects and assets based on their metadata or the metadata of their sub-objects
- Select one or many LORs in which to search for learning objects and assets
- Restrict repository searches to return only assets, images, etc.
- Preview a learning object or an asset in a LOR
- Toggle whether a learning object or asset is private or is viewable publicly
- Insert images from a LOR directly into a course topic
- Insert a link to a LOR learning object or asset directly into a course topic
- View the history of a particular learning object or asset in a LOR, including how often searches returned the item and what search strings triggered the hit
- And much more

6.8.3.16 Address the ability to export and import content in SCORM, IMS or another format.

Desire2Learn Response:

Desire2Learn is proud to be the first academic CMS/LMS to be SCORM certified and is currently certified to the highest level, SCORM 1.2 RTE 3 (full support) and SCORM 2004, with the ADL Co-Lab. Additionally, Desire2Learn continues to lead the industry towards standards adoption with fully integrated SCORM reporting and a SCORM-compliant Learning Object Repository. Desire2Learn is the platform of choice for the ADL CoLab to demonstrate SCORM.

Desire2Learn can handle usage tracking and delivery of course content, including SCORM 1.2 conformant course offerings.

IMS course packaging is fully supported for course import and export for content and quizzing in the Desire2Learn platform. We support importing IMS Content Packages 1.1.2 and newer. We can also export IMS Content Packages (1.1.2 and newer).

Desire2Learn bridges the gap between systems with our commitment to open standards (i.e. IMS, LDAP, SCORM, WebDAV, etc). Desire2Learn is committed to the promotion and use of standards for all of its products. We are fully IMS compliant to TRUE IMS standards, not a proprietary version of them like some of our competitors.

6.8.3.17 Address the ability to integrate course cartridges from publishers and third party content providers.

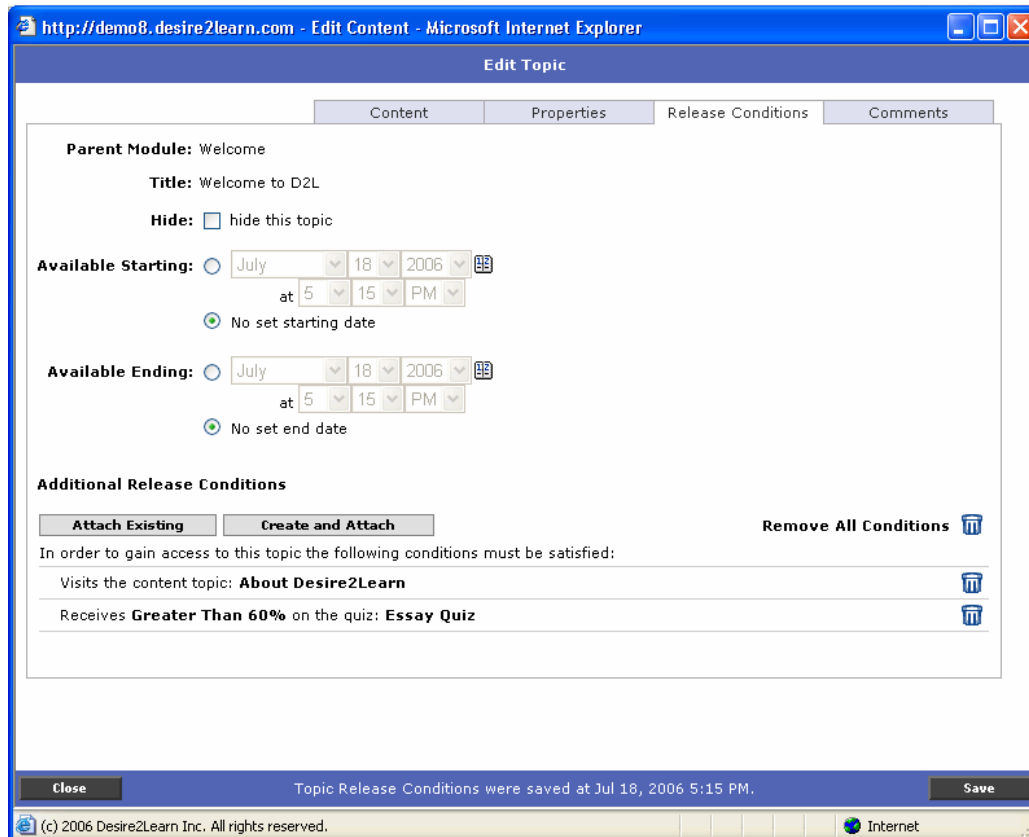
Desire2Learn Response:

Desire2Learn can utilize electronic text books and publisher cartridges/epacks can be imported into our system provided they adhere to industry standards such as IMS and SCORM content packaging guidelines. We are currently in the process of prioritizing and forming official partnerships with publishers for the creation of Desire2Learn specific course packages.

6.8.3.18 Address the ability to release content selectively by date/time, student status, groups, test scores, and other criteria.

Desire2Learn Response:

The Desire2Learn platform allows full course progress control and the development of learning pathways through the Selective Release tool (figure below). The use of the Selective Release tool allows for the planned and progressive introduction of new course material, activities and tasks, as a learner completes predefined events.



http://demo8.desire2learn.com - Edit Content - Microsoft Internet Explorer

Edit Topic

Content Properties Release Conditions Comments

Parent Module: Welcome

Title: Welcome to D2L

Hide: ☐ hide this topic

Available Starting: ☐ July 18 2006 at 5 15 PM
☒ No set starting date

Available Ending: ☐ July 18 2006 at 5 15 PM
☒ No set end date

Additional Release Conditions

In order to gain access to this topic the following conditions must be satisfied:

Visits the content topic: About Desire2Learn	<input type="button" value="Remove"/>
Receives Greater Than 60% on the quiz: Essay Quiz	<input type="button" value="Remove"/>

Topic Release Conditions were saved at Jul 18, 2006 5:15 PM.

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Desire2Learn Selective Release

The possibilities for the selective release tool usage are seemingly endless. The effective use of the tool will be dictated largely by the instructional design approach and pedagogical methods of the instructor (and this is proving to be a favorite tool for Desire2Learn's instructors).

6.8.3.19 Describe how course content scope or sequencing can be tied to accomplishments of assignments

Desire2Learn Response:

The Desire2Learn platform allows full course progress control and the development of learning pathways through the conditional release tool. Using the conditional release tool allows for the planned and progressive introduction of new course material, activities and tasks, as a learner or instructor completes predefined events.

Release conditions can be applied to the following tools:

- Content Topics and Modules
- Quizzes
- Discussion Forums and Topics
- Dropbox Folders
- Surveys
- Checklists

Chat Rooms
Grade Items
News Items
Custom Widgets

Release conditions can be based on:

- Checklist completion
- Group or section enrollment
- Organizational unit enrollment
- Roles
- Visiting a content topic
- Visiting all content modules in a course
- Posting to discussion topics and forums
- Dropbox submissions
- Receipt of Dropbox feedback
- Grade value on a grade item (minimum, maximum, range)
- Score on a Quiz (minimum, maximum, range)
- Completion of quiz attempts
- Completion of survey attempts

Some example implementations that support individual learning pathways via the Selective Release tool include:

- Release new content only when certain assessment (Quizzing) grades have been attained
- Release new content only when certain assignments have been submitted and have been marked with a specific grade
- Release new discussion forums only when certain content has been viewed
- Release dependencies can also be arranged into dependency sets, supporting AND/OR type statements for selective release

6.8.3.20 Describe how course content scope or sequencing can be contingent upon quiz performances

Desire2Learn Response:

Desire2Learn has the option of setting conditional releases on all learning objects within the systems. Conditional releases can be set based on time, completion of specific modules, **obtaining a certain grade level on a quiz**, or survey completed based topic, among others.

Through our Competencies engine and conditional release functionalities access to quizzes can be based on the completion of content, a checklist, a minimum or maximum grade on a quiz, a quiz attempt completion, and many other conditions.

Using the Conditional Release feature, content is released after certain criteria have been met. For example, before proceeding to Unit Two, the quiz for Unit One must have been written with a result of greater than 80%, otherwise the student would be required to review specific material in Unit One, or some other learning objects,

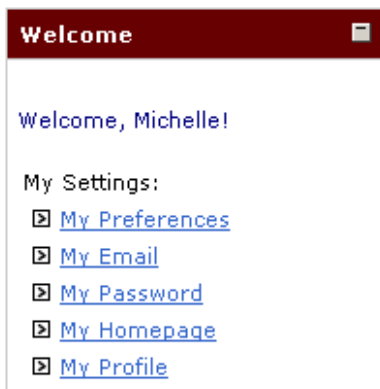
before continuing on to the next unit. Smart Serve is one client that uses this technology in their certificate program.

6.8.3.21 Describe how instructional design includes accommodations for different learning styles

Desire2Learn Response:

In support of students and their learning styles, Desire2Learn offers robust customization options for users. Just as Desire2Learn's Learning Environment can be tailored to an individual program, school, or department, it can also be tailored to the unique needs of students via Learner-Centric Customization. The Desire2Learn "My Preferences" Tool allows individual users to customize many settings in their own Graphical User Interface. The system remembers these unique settings and is available the next time the user logs in.

Students can customize the sounds, colors, font sizes, and layout of the tools within the interface using the 'Welcome Widget', where they can set their own personal preferences. Please see the illustration below:



Welcome Widget

Students can make choices around:

- Font sizes, font face, colors (especially important for individuals that may have a visual disability)
- Intelligent interfaces that learn how the individual likes to use the tools, i.e. discussions, allows you to set preferences for the way the system operates
- Sound settings
- Operating system, browser, video player, and bandwidth settings
- Custom languages – allows the creation of instructions and an interface that would be more appropriate for different learners or different age groups

Additionally, Desire2Learn has a number of tools and technology that support the development of custom learning pathways for students, based upon performance or other criteria. Desire2Learn allows an instructor to set and view course track for each user, thereby allowing full and flexible support for different learning styles.

6.8.3.22 Describe how instructional design includes accommodations for alternative learning paths and/or learning contexts

Desire2Learn Response:

As referenced, the Desire2Learn platform allows full course progress control and the development of learning pathways through the Selective Release tool. The use of the Selective Release tool allows for the planned and progressive introduction of new course material, activities and tasks, as a learner or instructor completes predefined events.

The Desire2Learn system provides the ability for instructors to set unique learning paths. Instructors can determine when learners can access specific content, discussions, assessments, drop box assignments, news postings, checklists, surveys, and other learning tools. Release of resources can be based upon results/usage of: time/date, checklists, discussions, quizzing, self-assessment, content, dropboxes, group membership, content progress, learning style preference, and others.

For example, pre-assessments can be given at the start of any course to determine the competency gaps of each student. Then, by using release conditions, different learning paths can be recommended for each individual student. These learning paths can be closely aligned with the regulatory requirements.

With the release of the 8.2 version of our platform that is being offered in this proposal, Desire2Learn now contains a powerful competency management component. Learner competencies allow for organizations to standardize assessments across courses and formalize program or degree certifications in an online environment. Competencies also provide the ability to customize learning paths and contexts.

Basic and advanced views of competency libraries are available, including a

Competency Wizard for easy creation of competencies

Sophisticated competency hierarchies can be defined using Competencies, Learning Objectives, and Activities

Tight integration with Learning Environment assessment tools:

- o Quizzes
- o Surveys
- o Dropbox

Competencies can be built on top of each other, one competency can be a superset of another

Approval workflows can be utilized before competencies are available for learner evaluation

Competencies can be shared within the organizational structure.

- o Data can be aggregated and compared across departments, semesters, etc.

Competencies can be evaluated automatically in the Learning Environment, and any evaluation can be manually overridden

Skills gap analysis: Students can view their progress in a course/program and see what activities they must complete in order to complete competencies they're interested in

All competency completion information is displayed in the User Progress area. User Progress is a single source for all learner activity and evaluation information.

Competencies			
Manage Competencies	Competency Wizard	Settings	
Competency List	New	Copy	Delete
Search For: <input type="text"/> <input type="button" value="Search"/> Show Search Options			
Page: 1 of 2 <input type="button" value="v"/> <input type="button" value="▶"/> 10 <input type="button" value="v"/> per page			
Name ▲	Type	Status	Actions
Anth & Market Research: Course Objectives	Competency	Approved	
Basic Flute	Competency	Draft	
Culture and history	Learning Objective	-	
History of the flute	Activity	-	
Knowledge of the Instrument	Learning Objective	-	
Language Proficiency	Competency	Approved	
Perform a Simple Composition	Learning Objective	-	
Present a research proposal	Activity	-	
Read and comprehend works in another language	Learning Objective	-	
Reading Response: "Anatomy of a Coolhunter"	Activity	-	
Page: 1 of 2 <input type="button" value="v"/> <input type="button" value="▶"/> 10 <input type="button" value="v"/> per page			

Competencies List Page

List any third party content development products with which the proposed product has been proven to integrate and describe any relevant information about those products.

Desire2Learn Response:

Authorware, RoboDemo, Captivate, Lectora, Dreamweaver and more.

6.8.4 Content Management

Describe in detail the content management features of the product. In particular explain:

Desire2Learn Response:

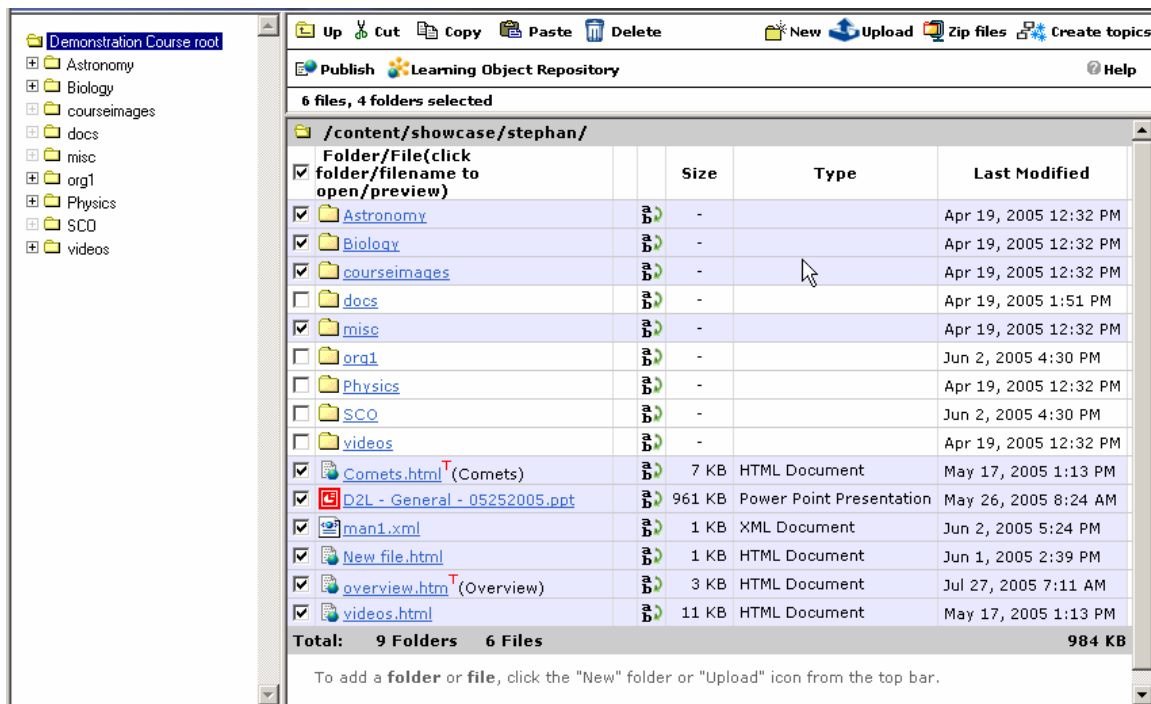
The Desire2Learn system enables you to create a proper web-folder structure allowing you to organize your content, images and multimedia in appropriate folders and/or sub-folders.

6.8.4.1 How directories and files are organized, managed, and accessed

Desire2Learn Response:

Content files in the Desire2Learn system are organized, managed, and accessed through an intuitive explorer-like interface. Files can be uploaded, downloaded, compressed/ decompressed and deleted. The same file system is used for one or multiple courses.

Our Manage Files tool has been designed for users to easily upload, organize and develop content. File types are quickly identified with a visual icon for users. Content within the folders can easily be moved from one content folder to another.



The screenshot shows the Desire2Learn file management interface. On the left is a sidebar with a tree view of the folder structure, including 'Demonstration Course root', 'Astronomy', 'Biology', 'courseimages', 'docs', 'misc', 'org1', 'Physics', 'SCQ', and 'videos'. The main area displays a list of files and folders within the '/content/showcase/stephan/' directory. The list includes folders like 'Astronomy', 'Biology', 'courseimages', 'docs', 'misc', 'org1', 'Physics', 'SCQ', and 'videos', as well as files like 'Comets.html', 'D2L - General - 05252005.ppt', 'man1.xml', 'New file.html', 'overview.html', and 'videos.html'. Each entry shows its size, type, and last modified date. A summary at the bottom indicates 'Total: 9 Folders 6 Files 984 KB'.

Folder/File (click folder/filename to open/preview)	Size	Type	Last Modified
<input checked="" type="checkbox"/> Astronomy	-		Apr 19, 2005 12:32 PM
<input checked="" type="checkbox"/> Biology	-		Apr 19, 2005 12:32 PM
<input checked="" type="checkbox"/> courseimages	-		Apr 19, 2005 12:32 PM
<input type="checkbox"/> docs	-		Apr 19, 2005 1:51 PM
<input checked="" type="checkbox"/> misc	-		Apr 19, 2005 12:32 PM
<input type="checkbox"/> org1	-		Jun 2, 2005 4:30 PM
<input type="checkbox"/> Physics	-		Apr 19, 2005 12:32 PM
<input type="checkbox"/> SCQ	-		Jun 2, 2005 4:30 PM
<input type="checkbox"/> videos	-		Apr 19, 2005 12:32 PM
<input checked="" type="checkbox"/> Comets.html (Comets)	7 KB	HTML Document	May 17, 2005 1:13 PM
<input checked="" type="checkbox"/> D2L - General - 05252005.ppt	961 KB	Power Point Presentation	May 26, 2005 8:24 AM
<input checked="" type="checkbox"/> man1.xml	1 KB	XML Document	Jun 2, 2005 5:24 PM
<input checked="" type="checkbox"/> New file.html	1 KB	HTML Document	Jun 1, 2005 2:39 PM
<input checked="" type="checkbox"/> overview.html (Overview)	3 KB	HTML Document	Jul 27, 2005 7:11 AM
<input checked="" type="checkbox"/> videos.html	11 KB	HTML Document	May 17, 2005 1:13 PM
Total:	9 Folders	6 Files	984 KB

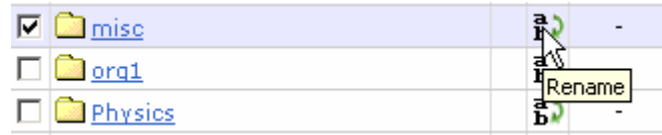
Managing Course Files and Directories

6.8.4.2 The flexibility available with the product's file naming conventions

Desire2Learn Response:

Desire2Learn will support any file naming convention you wish to use. As a default new HTML files are tagged with a .html file extension which can be changed.

Regarding the file names themselves, there are no limitations known to Desire2Learn. Filenames can include any characters supported by the Windows file system (including accented characters).



Renaming a Folder

6.8.4.3 File size limitations and controls

Desire2Learn Response:

There are no limitations on file size. Any types of limitations or restrictions are left to the institution to establish/enforce. File size limitations are set by the administrator in the Desire2Learn Organizational Management Tool (DOME). Desire2Learn does recommend proper infrastructure planning on anticipated file size or personal space limitations allocated to users.

6.8.4.4 Smart recognition of common file types, both PC and Mac

Desire2Learn Response:

Common file types (Word, PowerPoint) are quickly identified with a recognizable visual icon.

6.8.4.5 How student files are viewed by instructors across a course

Desire2Learn Response:

Individual learners and groups can submit assignments to various drop boxes within a course. Instructors can provide feedback (e.g. comments, attached audio feedback, attached edited assignments with redlined feedback, etc.) and a grade that automatically appears in the Gradebook. Assignments can also be downloaded with appropriate naming conventions (e.g. learner name - learner id - file name) as a zip file for offline review, and instructors can email learners that have not submitted their assignments.

6.8.4.6 How student work and course content are archived in the product

Desire2Learn Response:

After completion of a course offering, all content associated with a course can be archived into a file system. This file system can be compressed and, optionally,

distributed to students that had participated in that particular course offering using a course CD. Additionally, courses can be archived in a standards-based format known as IMS-CP which can be imported into the Desire2Learn system or any other standards-based system.

Desire2Learn stores data very efficiently with user data in a database and files on a file server. Generally clients do not require archiving to a separate location. Courses and users may be made inactive but remain in the system for re-activation or reporting and for a history. We have clients with over 4 years of courses and more than 10 million discussion messages in the system, with no loss of performance.

Nothing is deleted or removed from the system when it is deleted from the user interface, unless system administrators choose to do so.

We are working towards a role-based and permission-based "Live" archiving tool and are working with current clients to determine the requirements for data retention (e.g. who should have access to what material and for how long). Everything we are doing is standards-based and IMS compliant packaging and Desire2Learn Learning Environment Version 8.1 has a full IMS-CP and IMS-QTI export.

6.8.4.7 The availability of temporary work space to students for working on group projects

Desire2Learn Response:

Desire2Learn provides workspace for individuals to upload, create, edit and store files during program/course period and for a specified time beyond. Users have individual project space/home page space with the Locker tool and Homepage/Portfolio tools.

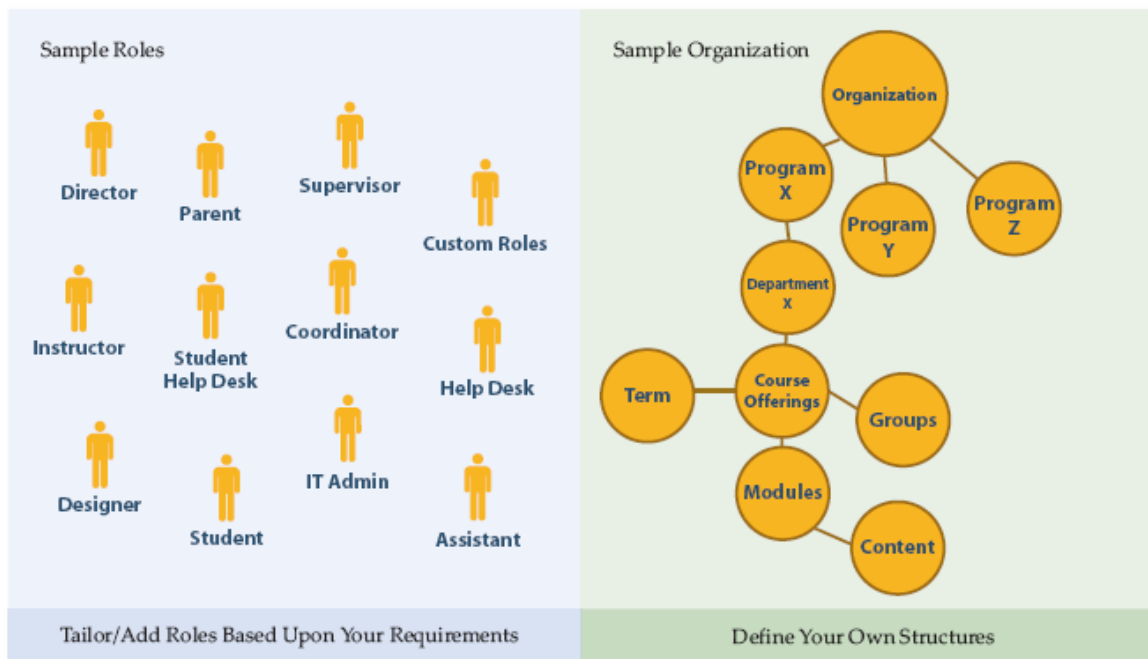
A tool specifically designed for storage and sharing of documents with full control over access is the **Locker** tool. This online storage space is configurable for each role. It is a personal upload file storage site where any type of file is supported. Students can control access to their locker by making files public. Each user can keep documents personal or choose to share them with another user or group of users.

6.8.4.8 How rights are assigned to the content that is contained within this system, including public viewing of course materials that must be restricted to all except students approved or pre-enrolled by the instructor, and all class data that is secure from unauthorized access. Proposals should mention if they offer academic advisors the ability to review student performance in a variety of courses or within a virtual institution environment.

Desire2Learn Response:

Our role-based permission structure allows you to tailor the Desire2Learn platform to the skills, needs and abilities of your people. Course materials will be controlled inherently to the approved participants in the course. Other users can be manually assigned access, but only registered and approved users can inherently access the content and the course data. Only those authorized to view data (e.g., grades, reports) will have access.

You retain complete control of the structure of your offerings by creating an unlimited number of custom organizational units and roles. You can also set advanced access and security permissions for roles (i.e. academic advisor) at any level of your organization, a unique feature to the Desire2Learn system.



Unique Organizational Structures and Roles

As referenced, the Auditor role is pre-configured in Desire2Learn to support the concept of an Academic Advisor, but you will have unlimited options to granularly assign access permissions.

6.8.4.9 How rights are enforced and fair use facilitated for content used by the system

Desire2Learn Response:

Desire2Learn fully understands the importance of Digital Rights Management and plans extensive future development in this area. We are currently involved in a

major research project with the National Research Council in Canada, as well as several other educational institutions to deliver a best of breed system that handles DRM without significant work on the part of the end-user.

In the meantime, Desire2Learn provides basic DRM within current offerings and Desire2Learn can integrate with other DRM solutions. Our LOR provides full support for describing rights, tracking usage, and we are now building technology to enforce rights.

6.8.4.10 The product's end user backup strategies, including the ability for individual instructors to:

- Backup courses on their desktop
- Backup selective areas of a course
- Restore content from their backup
- Restore and repurpose content with another application

Desire2Learn Response:

The Desire2Learn Learning Environment includes backup provisions for files and user data for the whole system, without the need for additional user backup of files. Faculty can select any files/areas of their course to backup by simply selecting what is to be zipped and downloaded, and they can selectively choose what to upload to restore the content.

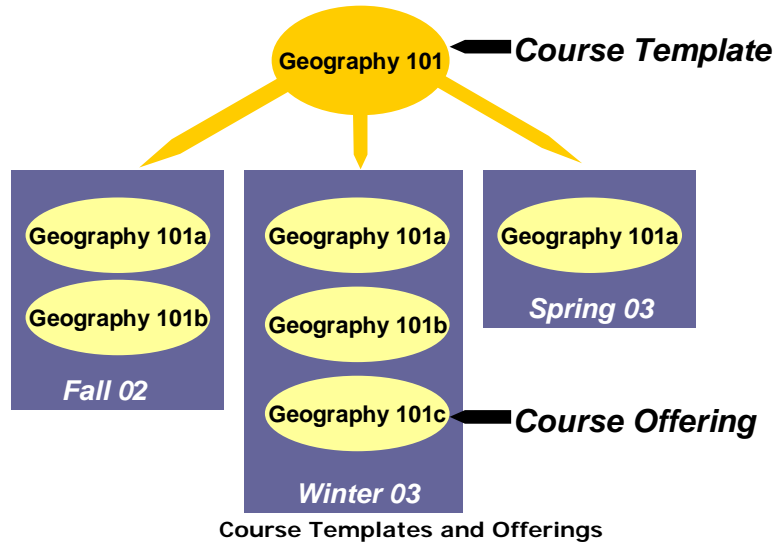
File system backups can also be done to a local drive. The local backup can then be backed up to slower media, like a tape drive etc., when it will not affect the production environment

6.8.4.11 In terms of content management, describe the various interfaces (content editors, file management, etc.) the user will access during the normal development of a course. Also, describe the presence of automatic content management in the product (e.g. if a file name is changed, do references to that file also change; if a URL is broken in the course, is the instructor notified).

Desire2Learn Response:

Broken Links Viewer - The Desire2Learn system will report any broken links immediately to the instructors or administrators.

In addition to the content and file management features previously described, the Desire2Learn platform courses define a template from which course offerings are created for new semesters, as illustrated below:



When a Course offering is created from a course template, some or all of the tools and content defined in the course template can be carried over to the course offering. As the course changes over time the template can be modified so that future course offerings reflect these changes. Instructors and Users are managed on a course-offering basis. Multiple sections of a course can be run off one master template.

The Desire2Learn Platform also allows the administrator to copy any tool or component to a new course offering from previous course offerings:

Course templates containing either layout or content can be created at any level above the specific section level. Instructors can create announcements, calendar entries, discussions, links, syllabus, course descriptions and any other course content using templates that include a WYSIWYG content editor, or upload and choose content from the system-wide content library. Course offerings can promote data to its template, or can pull from the template.

Course templates can be used to manage attributes for multiple course offerings.

Instructions	Copy Course Components
<ul style="list-style-type: none"> ▶ Select the components that you want to copy by checking the names of the corresponding tools. ▶ Note: Release conditions will only be copied if you also copy the referenced items at the same time. ▶ Select a source course offering or template under the Copy the selected course components from heading. ▶ This page is for copying components from course offerings or templates into this course offering. ▶ Click on the View Detail links to view components that currently exist. 	<p>Current Course Components</p> <p>Show the current course components</p> <p>Copy the selected course components from</p> <p> <input checked="" type="radio"/> Existing Offering <div style="border: 1px solid #ccc; padding: 2px; display: inline-block;">Doris' Course(DNCO) ▼</div> Search for offering </p> <p> <input type="radio"/> Parent Template of Current Offering </p> <p>Choose Components to Copy</p> <p><input type="checkbox"/> Select All Components</p> <p><input type="checkbox"/> Checklists (1 item(s))</p> <p> <input checked="" type="radio"/> Copy all items <input type="radio"/> Select individual items to copy </p> <p><input type="checkbox"/> Content (2 item(s))</p> <p> <input checked="" type="radio"/> Copy all items <input type="radio"/> Select individual items to copy </p> <p><input type="checkbox"/> Content Display Settings</p> <p><input checked="" type="radio"/> Copy all items</p> <p><input type="checkbox"/> Course Files (2 item(s))</p> <p> <input checked="" type="radio"/> Copy all items <input type="radio"/> Select individual items to copy </p> <p><input type="checkbox"/> Discussions (2 item(s))</p> <p> <input checked="" type="radio"/> Copy all items <input type="radio"/> Select individual items to copy </p> <p><input type="checkbox"/> Dropbox (1 item(s))</p>

Copying Components from Other Courses

6.8.5 Communication Tools

Describe in detail the communication tools found in the software, including features such as:

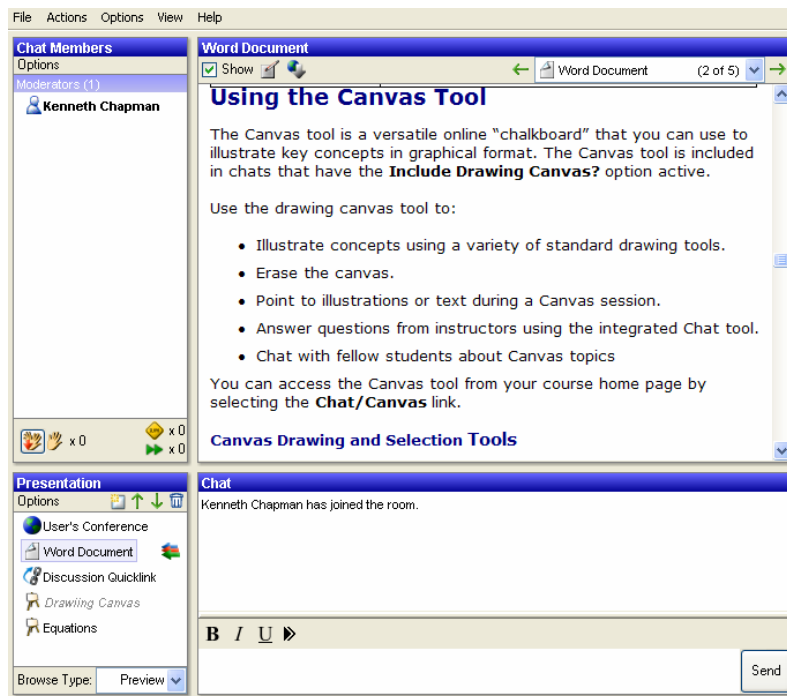
Desire2Learn Response:

- **My Blog** - Learners can now have an educational spin on Blogging. They can choose to Blog in an environment that is either open to the public or restricted to users in their Learning Environment (decided by the administrators). They can also choose to make entries private, supporting the concept of a Blog journal. A learner has the ability to decide which entries they wish to receive comments and how long an entry appears on their list. These features provide a safe environment for a Blogger to communicate.
- **My Email** – A fully integrated email system provides learners, instructors and administrators with access to a powerful communication tool that is

independent of location and software configuration. The advanced Desire2Learn email system can be setup to support multiple modes: full email system, internal course-mail only, forwarded to an external account, IMAP (most common), and other combinations. The email system also supports tracking/filtering correspondence by course, folders, personal address-books, search, and much more.

- **My Calendar** – This tool provides users easy access to all their organization, course and personal events. Events that are posted to a course, department, or organization's calendar are automatically displayed as events for an individual enrolled in that course/organization.
- **My Journal** – Users can make personal journal entries and may share them with an instructor.
- **Learner Collaboration/Community** - Learners from different courses can interact in system-wide chat rooms or discussion forums. Groups can create online interest or study groups at the community level that use all the tools and features of the Desire2Learn system. Group/community homepages can also be linked to from the "My Home" page.
- **News** - Instructors and administrators can post general announcements and news that are viewable from "My Home", individual courses, or from a departmental homepage. This process is an efficient way to communicate news items and can help your organization avoid sending mass e-mails.
- **Document Sharing** - Learners can share documents with a class or specific group, facilitating participant collaboration. This sharing provides a valuable tool for group projects and collaboration within your organization.
- **Threaded Discussions** – The discussion/conference tool provides document sharing, private group collaboration and multiple viewing options. This completely integrated tool within a course enables learners to post attachments, either in plain text or HTML format. Many group types, groups, and forums/threads can be created based upon pre-defined rules – saving instructors/administrators hours of setup time. Administrators can also choose to create departmental or organization-wide discussion boards, allowing for a high level of collaboration between organization members (e.g. a common practice discussion area for all courses that can be easily managed). The Desire2Learn discussion tool has been demonstrated to support over a million posts per day exceeding scalability requirements for even the most demanding client.
- **Dropbox** – Individual learners and groups can submit assignments to various drop boxes within a course. Instructors can provide feedback (e.g. comments, attached audio feedback, attached edited assignments with redlined feedback, etc.) and a grade that automatically appears in the Gradebook. Assignments can also be downloaded with appropriate naming conventions (e.g. learner name - learner id - file name) as a zip file for offline review, and instructors can email learners that have not submitted their assignments.
- **LiveRoom** - Chat rooms enable participants and instructors to communicate in real-time in an open chat room or private study room. Archives are automatically created. Learners can send instant private messages with a click of the mouse. The chat tool also comes with a fully integrated canvas or whiteboard, allowing instructors to illustrate concepts and course material to learners in the chat room. Participants can see who is currently online from several locations: an optional "who's online" widget on the homepage, class

list and an instant messaging device, plus the chat also indicates current participants.



Desire2Learn LiveRoom 4.0

- **Instant Messaging/Pager** – Online participants can quickly find other users who are currently online and send private messages. This feature allows instructors to minimize the amount of email they receive, and enables learners to communicate quickly with their peers. The Pager tool can be turned off when learners are taking an online quiz.
- **Class List/Roster** – This tool enables learners and instructors to immediately identify who is online, send instant messages or emails, distinguish group members and edit/view personal profiles, see shared files, and much more. Instructors or administrators can also add participants to their courses and view a user's progress from the class list.

Existential Psychology
Manage Groups

[Add Participant](#)
[Import Participants](#)
[Classlist Report](#)

Staff

Students

Groups

Search for: Search

Paging: Show 50 users per page

		L.Name ▲, F.Name	E-Mail
Student			
?	?	James, William	wjames@email.com
?	?	Joyce, Janice	jjoyce@emailaddress.com
?	?	Moder, Phinnseus	pmoder@emailaddress.com

[Email everyone on this page](#)
[Email everyone in the Classlist](#)

Desire2Learn Classlist View

6.8.5.1 E-mail

- Can internal course email be forwarded to external accounts?
- Can external email be read from within a course?

Desire2Learn Response:

The Desire2Learn platform contains a full-function email system that can be used to send mail both internally and/or externally. Internal email addresses are provided in the system as a default, but preferences for external email accounts can be specified.

Folder List

- Inbox (2)
- Sent Mail
- Drafts
- Trash
- Address Book

Email: Message Folder: Inbox

Message List Compose Refresh Folder Management Settings

Filter By: All Messages Folder: Inbox

Search For: Search Show Search Options

-- Move To -- 20 per page

	From	Subject	Date	Size
<input type="checkbox"/>	D2LSupport@	Basketball this Friday?	Feb 22, 2007 1:53 PM	0.1 KB
<input type="checkbox"/>	D2LSupport@	How is ICON day going?	Feb 22, 2007 1:53 PM	0.1 KB

Message Preview

Reply Reply All Forward Move to Trash Mark Read View Printable Change Course Offering Association

Move To: (None) Flag: None

From: D2LSupport@ Received: Feb 22, 2007 1:53 PM
To: d2lsupport
Subject: Basketball this Friday?

Message

Information Desire2Learn.com

Desire2Learn Email Tool

As a second option, however, users can set external email addresses to be used with the system's internal email from the My Preferences area on the user homepage, provided they have been given permission to do so.

The third option is for use of an existing email system instead of the internal system. The Desire2Learn platform can be integrated with any of the following Email Systems: Microsoft Exchange, Sun iPlanet, Microsoft IIS, and other IMAP or POP compliant servers.

6.8.5.2 Asynchronous threaded discussions

Desire2Learn Response:

The Desire2Learn Learning Platform contains a flexible discussion forums tool that enables instructors to enhance the learning environment. Powerful, threaded, asynchronous discussions are an important aspect of the Desire2Learn system. Readily accessible to participants and instructors, Discussions provide:

- Document sharing.
- Private group collaboration.
- Detailed searching, including subject and message.
- Full archives.
- Useful statistics.
- Easy moderation (create, monitor, etc.) by administrators/instructors.
- Setting of group permissions.
- Ability to edit, delete, and flag messages.

- Ability to use release conditions to specify requirements that students must satisfy before they can view a certain discussion forum or topic. For example, you may require that students view a certain content topic or complete a certain quiz before they can view a particular discussion forum or topic.

The Discussions board can be used to:

- Make a comment to the whole class.
- Pose a question to the class.
- Post an announcement.
- Share a common document or file.
- Discuss assignment questions and answers.
- Convey your findings.
- Post a date to meet as a team in a Chat room.

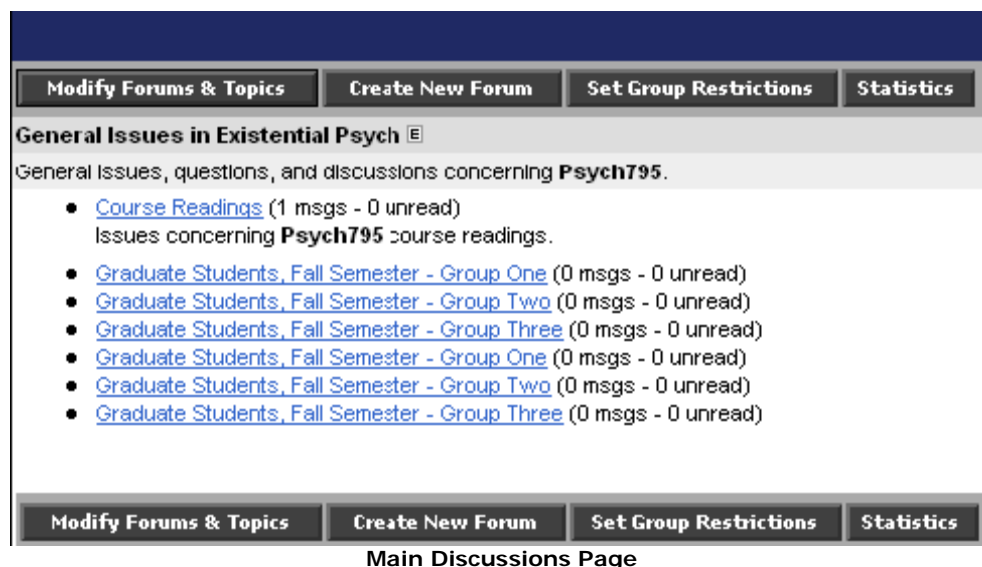
Grading and Assessment

- Direct links to the gradebook, rubrics and competencies/learning objectives take only a single click to setup
- Can choose to allow for grading each individual post for a user, or provide a grade for all the posts in a discussion topic at once
- Desire2Learn's grading and assessment capabilities are unmatched by any product on the market today.

Message postings can be composed in text or HTML, and can contain any number of file attachments. All modern file extensions for attachments are recognized by Desire2Learn and displayed accordingly. You can also use an HTML WYSIWYG editor, spell check, and preview functions when creating a message. The figure below illustrates the creation of a new Forum.

New messages can be posted to many topics at once, so important notices can easily be pushed to all group discussion areas without having to recreate it.

Messages can also be 'pinned' to the top of a discussion to ensure that all users read the message.



6.8.5.3 Archiving capabilities for threaded discussion, including the ability to import and export, monitor, modify and delete all or portions of discussions
--

Desire2Learn Response:

Our IMS CP import/export allows for discussion forums and topics to be imported/exported in a standards based format.

Edit or delete student response: The discussion tool contains a full suite of moderation tools to search, flag, edit, delete, and hide message postings. This will allow the moderator, given the correct permissions, to modify student postings. Students can modify or delete their own messages if given this permission.

Teachers can edit or delete their own responses: As stated above, the discussion tool contains a full suite of moderation tools which would allow a teacher, given the correct permissions, to modify their own postings as desired.

Desire2Learn has implemented a unique underlying data structure which allows the discussions tool to search and display information much more quickly and efficiently than any asynchronous conferencing tool on the market. The underlying design of the discussions tool allows for millions of messages to be archived within the product without any noticeable system degradation when searching or navigating threads.

Quick fact: We have one client with almost ten million read messages, with no performance issues.

6.8.5.4 Search capabilities for threaded discussion
--

Desire2Learn Response:

The Discussions Tool allows for detailed searching, including subject and message. An advanced search allows for a full text search of all components in a message posting between specific dates and times.

Search For: [Hide Search Options](#)

Search In: ☒ Subject ☐ Message Author
☒ Message Body

Flag: ☒

Average Rating: ☒

Message Date: ☒ Start Date

February 20 2007
at 1 16 PM

☒ End Date

February 27 2007
at 1 16 PM

Message Status: ☒

Approved: ☒

Score: ☒

Discussion Forum Advanced Search

6.8.5.5 Synchronous chat with transcripts and logs

Desire2Learn Response:

LiveRoom:

Types of Chats: There are two types of chats that can be created with the Chat tool.

General (or Course) chats are public chats visible to everyone enrolled in the organizational unit where they are created. General chats allow you to incorporate chat discussions into the teaching of a course since they will automatically be open to all students enrolled in the course.

Personal chats are private chats visible only to users who have been added to the chat's participants list. Personal chats are ideal for keeping in touch with friends and colleagues or for student clubs and other groups whose members do not share a single organizational unit. Personal chats can be persistent (permanent) or

temporary. You can use temporary personal chats as ad hoc rooms to quickly gather with other users for an impromptu discussion, while persistent chats are better suited for recurring or frequent meetings of the same group of people.

The Chat tool supports private rooms and private messages, chat links, rich text formatting of the chat text, and integration of a Whiteboard.

Use the Chat and Whiteboard tools when you want to:

- Arrange group conversations
- Instantly assign responsibilities and deadlines for a project
- Conduct a quick meeting to keep your users “on track”
- Work with peers in “real time”

Chat and Whiteboard activities are automatically stored in the system and can be retrieved. Instructors have full control over the use of these tools including access to them and the ability to moderate sessions.

6.8.5.6 Instant messaging, including security

Desire2Learn Response:

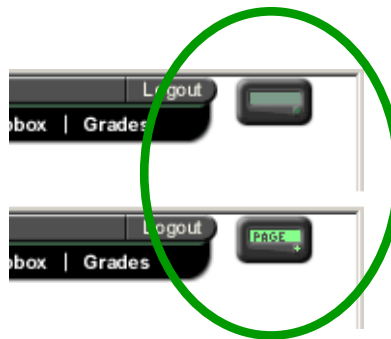
Instant Messaging: If enabled, all users have the ability to “page” other users. The pager is an online messaging tool that you can use to send text messages directly to other users (students, colleagues) who are currently logged into Desire2Learn. This tool allows course participants to pose questions on a one-to-one basis to fellow users and instructors. The pager is an excellent, just-in time communication tool that identifies users who are online and gives users the ability to communicate efficiently from anywhere within their course.

This instant messaging tool supports:

- Personal contact lists, including online/offline indicator.
- Ability to quickly add any individuals from any course to your contact list.
- Full archived history of all pages to/from any individual.
- “Incoming Page” indicator.

The incoming page indicator can be associated with any custom sound file to truly bring the interface to life!

The Desire2Learn Pager tool allows for selective communication with students or groups of students and can facilitate online chats and discussions. The Pager screen shot below shows the green icon for the tool.



The Pager can be marked private between the instructor and student, allowing that all conversations that happen within the pager tool are private between the two people having that conversation. Therefore, you can have personal offices hours with just one student with this tool.

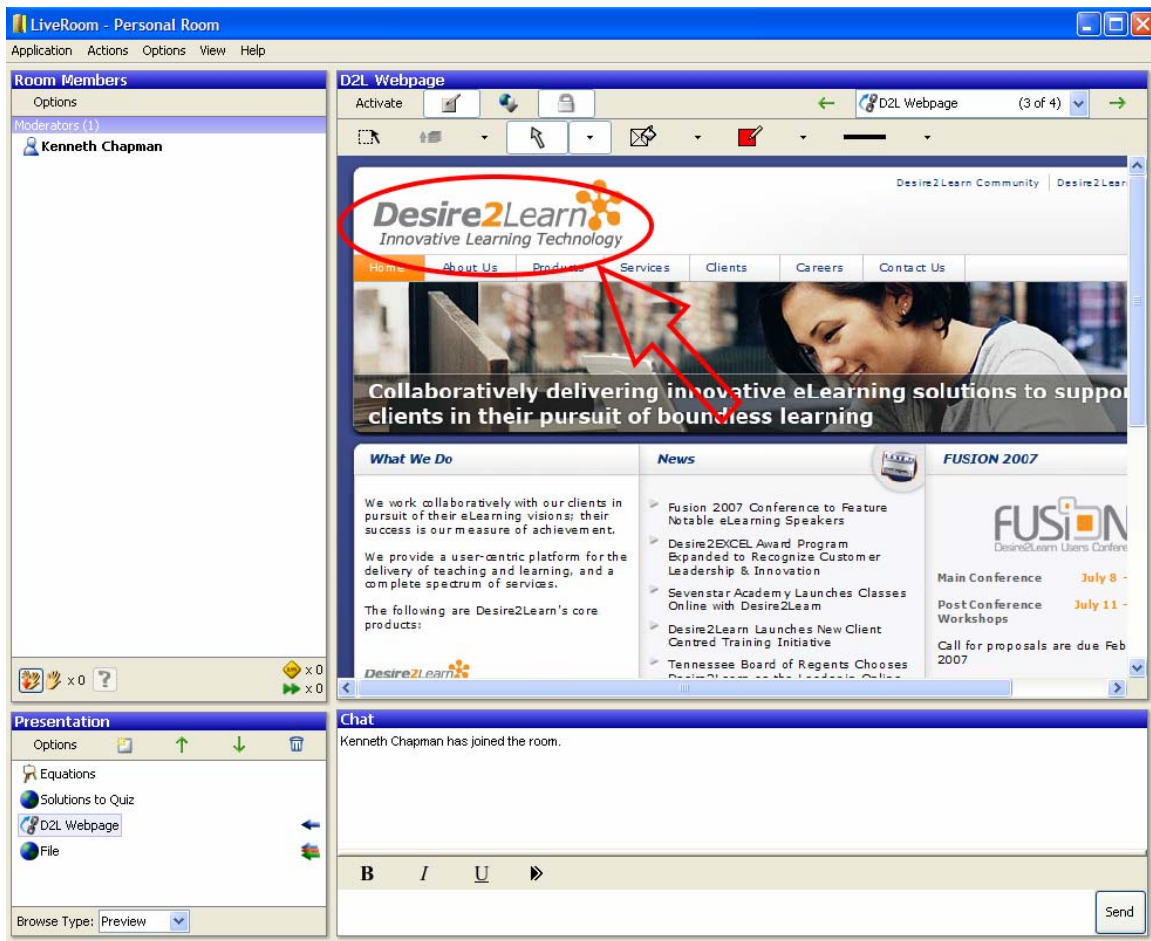
6.8.5.7 Whiteboard capabilities with printing, images, and keyboard navigation support

Desire2Learn Response:

The Whiteboard supports freehand drawing, common shapes, object rotation/sizing, layers, image uploading and annotation, as well as a variety of easy-to-use drawing tools. Rich permissions structure allows moderators to control user abilities in real time. It also includes an embedded equation editor, the same one that is used within the Learning Environment so that no new training is needed. Equations can be edited in real-time to make mathematical proofs easy to follow along with in a whiteboard session

Whiteboard activities are automatically stored in the system and can be viewed later by students and/or instructors. Instructors have full control over the use of these tools including access to them and the ability to moderate sessions.

With the Whiteboard, users are able to include equations, symbols and multiple languages. Text and graphics can be saved to a user's machine in JPEG format. Instructors have full control over the use of these tools including access to them and the ability to moderate sessions.



Desire2Learn Whiteboard Tool

6.8.5.8 Tools for collaborative working groups

Desire2Learn Response:

Desire2Learn offers extensive communication and collaboration tools. The Desire2Learn platform allows for the seamless integration of content, instructional delivery and group collaboration to provide a compelling online community. Instructional designers and instructors have the latitude to use only the tools that they need and activate/deactivate tools as their teaching requirements or instructional approaches change.

Desire2Learn carries a wide variety of tools and features. The user-centered features (Communication Tools) are tied not only to the course but also to the user. Several are listed below:

- Calendar
- Chat
- Class List (groups)

- Discussions (teamwork)
- Document Sharing
- Email
- Pager (Instant messaging)
- Updates and news

Desire2Learn's learning platform also offers numerous methods for collaboration, including:

- Instant messaging
- Whiteboard
- Chat
- Discussions
- Locker – online storage space

Desire2Learn is also working on several new collaborative tools for students:

- Full collaborative working environment for document collaboration and content creation, based upon a national R&D project
- Basic version of an e-Portfolio with integration with other third-party systems
- Enhancements to clubs, teams, and other student organization tools within the portal

Student workgroups can be setup using the Class List. Students work in groups by using Chat, Pager, Discussions and Email to hold conversations and share files.

Courses, content, discussions, chats, or any other collaborative area can be shared across courses, departments and campuses with tremendous ease. Additional tools, such as the Learning Object Repository, can also simplify the use of shared resources across many campuses.

Groups and Section Management has been improved. When creating group categories you can provide the members of those groups with their own areas in the Discussions, Dropbox and Locker tools. This results in reduced time to task, more engaging group workspaces, and centralized control of all group activities. Students now have a 'group homepage' where they can see all of the groups they belong to, and what group workspaces are available.

Options exist to automatically enroll new users in a course into groups based on pre-defined logic (i.e. X number of people per group, or a maximum of X groups).

6.8.5.9 File exchange capabilities and file types supported

Desire2Learn Response:

The Desire2Learn platform supports many different file types including:

- Documents
 - Word
 - PowerPoint
 - RichText

- PDF
- Audio files
 - Wave
 - Real audio
 - Mpeg
- Video files
 - Windows media
 - Real video
 - QuickTime
 - AVI
 - Mpeg video
- Flash animations

Essentially, any file that can be viewed via the web can be used in the Desire2Learn platform.

6.8.5.10 Provisions for notifying students of new communications and course changes

Desire2Learn Response:

System administrators have several custom options for email notifications and for automating the process. For example, registration confirmation can be easily configured to be automatically sent via email to applicable students. Additionally, notifications can be pushed out to applicable users or groups of users that will display when logging into the system.

Instructors also have the ability to post announcements to the course homepage through our News tool or get automatic updates on new content in their course using an Updates widget. This tool can also show images, news updates and Quicklink to content (for example; a new assignment or class notes).

6.8.5.11 Chat sessions and how they can be archived for later reference so that they may be more easily used as part of a course grading system.

Desire2Learn Response:

Chat and Whiteboard activities are automatically stored in the system and can be retrieved. Instructors have full control over the use of these tools including access to them and the ability to moderate sessions.

6.8.5.12 Wiki tool availability; indicate any additional costs required for purchase and implementation, as well as proven integration with third-party wikis

Desire2Learn Response:

Yes, we have developed a standards-based architecture that allows us to quickly integrate with various other third party software solutions. We have the capability of integrating with a wide variety of existing tools. Advanced content integration features including rich media streaming, social networking (e.g., MySpace, Facebook, Frappr), blogging, wikis, etc.

Wiki like functionality is currently inherent in our unique role structures, however a specific Wiki tool is being considered for the Product Roadmap (based on client request, focus groups, and feedback).

List any third party synchronous communication tools (e.g. Elluminate Live!, Adobe Connect, etc.) with which the proposed product has been proven to integrate and describe any relevant information about those tools.

Desire2Learn Response:

Desire2Learn does not require any third-party communication tools within the platform. However, we have the capability of integrating with a wide variety of existing tools. For example, voice and video technology products from Elluminate, Horizon Live, Wimba and many others can be integrated with the platform. We are happy to work with you to accommodate any products you wish to use in conjunction with the Desire2Learn Learning Platform. Our integration team has a tremendous amount of experience in integrating with many different types of third-party products, including homegrown ones.

6.8.6 Testing and Assessment

Describe in detail the testing and assessment features of the software, including information on

Desire2Learn Response:

The versatile Desire2Learn quiz engine enables the efficient creation of formative and evaluative assessments using numerous question formats (e.g.: True/False, Fill-in-the-blank, Matching, Multiple Choice, True/False, Multiple Select, Fill in the blank, Ordering, Arithmetic, Significant Figures and Short Answer/Essay), and provides scalability for hundreds of thousands of users. Random values can be generated for variables to provide different questions to individual learners. Questions of various formats and difficulty levels can be stored in question libraries enabling instructors to share questions across quizzes, to randomize the questions used and to randomize the response options within a particular question. The Desire2Learn HTML/WYSIWYG editor allows for easy upload of various file formats including: graphics, video, flash and more to questions, question responses and feedback.

6.8.6.1 Testing features, including multiple choice, true/false, matching, short essay, long essay, and fill-in-the-blank questions

Desire2Learn Response:



The following question types (question formats) are currently available:

- Multiple Choice
- Multi-Select
- True or False
- Matching
- Fill-in-the-Blanks
- Short Answer
- Long Answer
- Ordering
- Image and description text
- Significant Figures
- Multi-short answer
- Other custom question types

6.8.6.2 Types of feedback that can be provided

Desire2Learn Response:

The Desire2Learn HTML/WYSIWYG editor allows for easy upload of various file formats including: graphics, video, flash and more to questions, question responses and feedback.

To assist the instructor when setting up an assessment, a feedback icon indicates whether feedback has been selected for given responses. The  "filled in" speech balloon indicates that feedback has been entered, whereas the  empty speech balloon does not yet contain feedback.

The instructor can also activate "Instant Feedback" a feature that displays a customized message as soon as a participant has selected any answer during the assessment (or survey), even before the assessment has been submitted.

Additionally feedback can be given to students manually, by the instructor, during the time of grading. Not only can feedback be left, but our feedback mechanism utilizes the WYSIWYG editor which in turn enables use of rich media and Quicklinks for directing student to remedial work, for example. Also instructors can send attachments in the feedback to students.

Question 1

Match the following orbits from the sun to the correct planets.

- | | | |
|----------------|---------|------------------|
| ✗ <u>1</u> (4) | Saturn | 1. Closest orbit |
| ✗ <u>2</u> (1) | Mercury | 2. Seventh orbit |
| ✓ <u>3</u> | Venus | 3. Second orbit |
| ✗ <u>4</u> (2) | Uranus | 4. Sixth orbit |

Save Time: 12:43 PM

Score: / 1 (autograded)

Feedback:  [Add Feedback](#)

Feedback at the Question Level

6.8.6.3 Make test results immediately available to students, if instructor wishes.

Desire2Learn Response:

The instructor has the option of allowing the participant to see a report after the assessment has been graded. This report can include customized feedback on the responses to each question as well as feedback on the participant's overall performance.

The instructor can also activate "Instant Feedback" a feature that displays a customized message as soon as a participant has selected any answer during the assessment (or survey), even before the assessment has been submitted.

Module One: The Effects of Alcohol - Quiz 2

What are the four physical factors that affect Blood Alcohol Concentration (BAC)?

A.

B.

C.

D.

Which of the following factors help control the amount of alcohol in the blood?

☐ a) time between drinks

☐ b) non-alcoholic beverages

☐ c) food

☐ d) all of the above

[check my answer](#)

Close

The correct answers (in any order) are:

A. height, weight and body type

B. physical health and fitness

C. age

D. gender

The correct answers (in any order) are:

A. height, weight and body type
B. ph

Internet

Instant Feedback Feature (Self Assessment)

6.8.6.4 Provisions for test security, including release time, duration time for test taking, limiting access to certain computers, proctored exams, allowing/limiting multiple testing attempts/retakes

Desire2Learn Response:

The Desire2Learn platform implements several mechanisms to prevent hacking or cheating within the quizzing tool:

- Full logging of start time, finish time, and IP address of every participant
- The choice order for identical questions can be randomized (for example, a matching or multiple choice question), ensuring that students have different answer choices for the same question being asked
- Regular expressions can be used to randomize variables and corresponding answers to questions such as math or science questions
- Time stamps are based on the server's time, not the client's
- Passwords, 40- or 128-bit encryption and SSL enabled
- Questions and test results are encrypted and secure in the database
- Time limits can be enforced at the instructor's discretion
- The instructor can designate the number of questions displayed per page, improving the trace-ability of participants' actions
- Instructors can override grades for automatically graded quizzes

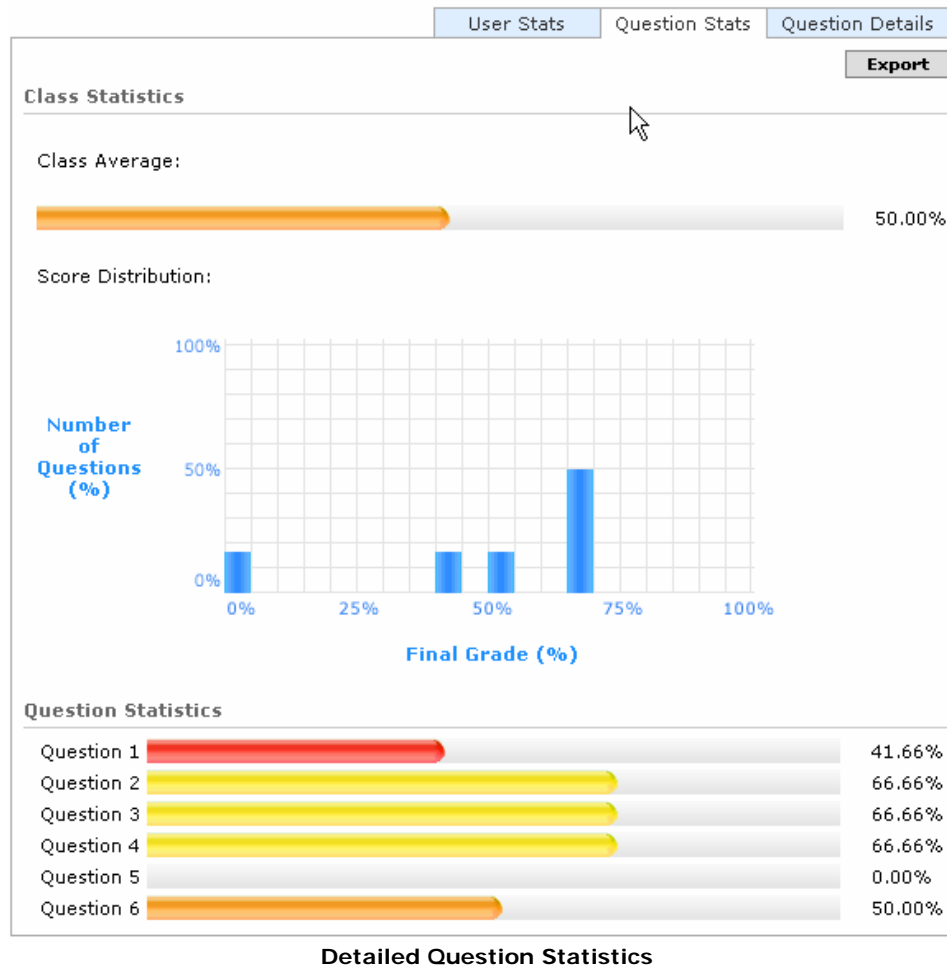
Assessments can be delivered at a supervised location and can be password protected. This can be accomplished by using either our selective release tool which would release this information only to certain IP addresses or by establishing a password for the assessment. The instructor can either share the password with the proctor who can release the assessment to the students or the proctor can share the password directly with the students who are to complete the assessment. Several of our clients conduct mid-terms and finals in this manner in order to assure that no sharing of answers occur and the student who is supposed to be completing the assessment is, in fact, the one completing the assessment.

6.8.6.5 Capabilities for detailed item analysis of test items

Desire2Learn Response:

Desire2Learn includes a one-page progress report for fast and comprehensive measurement of performance. We also provide item analysis tools for examining class performance on specific quiz questions.

Desire2Learn includes very granular test item reporting. Our item analysis tools for examining class performance on specific quiz questions can easily be extended to the question level, and even to the specific answers of a question. All reports can be customized to the instructors liking and be exported for offline use.



6.8.6.6 Test presentation features such as embedding equations, scientific notation, images, audio, video and HTML within quiz questions

Desire2Learn Response:

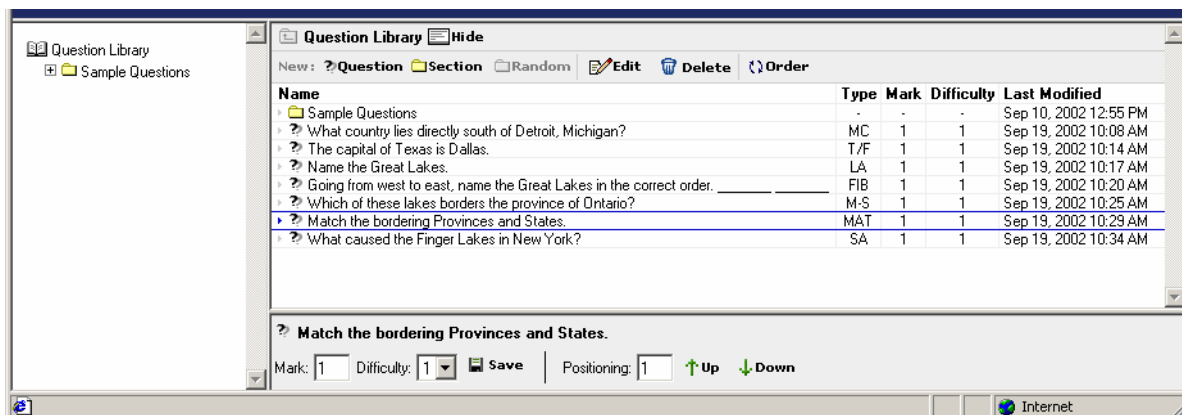
For all question types the Desire2Learn testing engine utilizes our WYSIWYG editor which enables instructor to insert the following in quizzes (even for question feedback):

- Images
- Audio, Video, Flash objects
- Equations and scientific notation
- HTML
- Plain text
- Various item enumeration styles
- Instant feedback upon item selection

6.8.6.7 Enable reuse and modification of existing tests/test questions easily

Desire2Learn Response:

Desire2Learn provides extensive Quizzing and assessment capabilities. The Desire2Learn quizzing tool makes quiz creation very easy and straightforward. The assessment tool integrates with a Question Library that can be used in a single course or copied into multiple offerings of a course or shared between instructors. The Question Library provides an optimal method to maximize the functionality and reusability of quizzes, test, and assessment questions. Instructors have the ability to randomly select any number of items from an item bank (Question Library) for a particular section or sub-section of an assessment. These items can be set to common difficulty levels and shared in the Question Library.



Desire2Learn Question Library

6.8.6.8 Test development features such as batch importing questions from publisher's test banks or other popular file formats in QTI format

Desire2Learn Response:

Questions can be created in either the Question Library, or by importing them from a text file (batch), Respondus, or other quiz software. The quizzing tool is in compliance with IMS QTI.

6.8.6.9 The ability to randomize quiz questions, and also possible answers (A,B,C) in multiple choice questions

Desire2Learn Response:

The Desire2Learn system has the ability for extensive randomization:

- Most item types give the instructor the option of randomizing/shuffling the order in which answers are presented.
- Matching type items automatically randomize/shuffle the order in which answers are presented.

- Instructors have the ability to randomly select any number of items from an object bank (Question Library) for a particular section or sub-section of an assessment. These items can be set to common difficulty levels and shared in the Question Library.
- Instructors have the option of setting the randomization so that a unique item is presented for each assessment attempt made by a student, or so that the same item is presented for each attempt.

6.8.6.10 The ability to build tests that pull test questions randomly from a test bank.

Desire2Learn Response:

Instructors have the ability to randomly select any number of items from an item bank (Question Library) for a particular section or sub-section of an assessment.

6.8.6.11 The ability of instructors to assign weights to individual questions

Desire2Learn Response:

The instructor has a great ability to assign weights to individual items and assignments. When creating an item, the instructor can determine how many points the item is worth (this value can be edited later if so desired).

Setting up a grade book for a weighted scheme can be accomplished as follows:

1. Choose grading scheme – (client name) can create template schemes or provide instructors the ability to create their own
2. Create 3 tests items each weighted at 20% towards the final grade (3 steps)
 - a. For each test the specific grade is independent of final grade weighting
3. Create 1 exam item weighted 40% towards the final grade

6.8.6.12 Ability to share and organize question pools

Desire2Learn Response:

The Question Library is a central, shared repository for the questions you create, copy, and import. By creating questions in the Question Library, you make them available to any number of quizzes, surveys, and self assessments. Use the Question Library to build an archive of questions that can be reused and shared, thus avoiding the tedium of re-inputting shared questions.

The assessment tools—quizzes, surveys, and self assessments—share the questions stored in the Question Library. The sections in the Question Library function as file folders in which you can store and organize groups of questions. For example, you might create a “multiple choice” section where you would put all your multiple choice selections, or a section containing all questions related to a specific topic, such as “Theoretical Fundamentals.” Having your questions organized in sections is also

useful when you create a quiz. Instead of importing the questions one at a time you can import a whole section of questions into a quiz at the same time.

6.8.6.13 Support for anonymous surveys and evaluations

Desire2Learn Response:

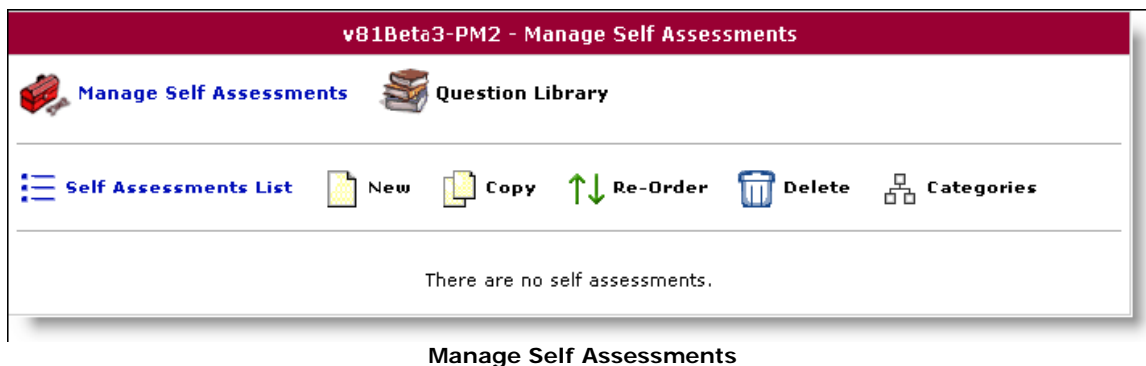
A full-featured survey system supports all typical question types, emailing custom survey invitations, restricting the number of survey responses, providing optional anonymous surveys, full reporting and statistics (evaluation), integration with course content, and export to external systems.

6.8.6.14 Graded and ungraded testing

Desire2Learn Response:

Assessments can be classified as “Self-assessment” (self-tests) instead of “graded assessment”. Self-assessments are no different from regular graded assessments, except that the instructor has indicated to the participants that the assessment will not count for any points. All of the abilities, feedback, statistics, etc. of graded assessments are available with self-assessments.

Instructors can create self assessments to use as topics in their course content modules. Doing this allows students to judge how well they understand material as they progress. In addition, feedback can be embedded into a self assessment.



6.8.6.15 Associate test items with a specific learning objective. Learning paths can be tied to student accomplishment on assignments and/or quiz performance.

Desire2Learn Response:

The Desire2Learn platform allows full course progress control and the development of learning pathways through the **Selective Release** tool. The use of the Selective Release tool allows for the planned and progressive introduction of new course material, activities and tasks, as a learner or instructor completes predefined events.

For example, the release of new content only when certain assessment (Quizzing) grades have been attained is a feature of Selective Release. Or, certain assignment completion can be enforced before a student can progress to other content areas.

This tool can also be combined with Competency Management to take the concept of individualizing learning pathways to a higher level. Students can view their progress in a course/program and see what activities they must complete in order to complete competencies they're interested in. All competency completion information is displayed in the User Progress area. User Progress is a single source for all learner activity and evaluation information.

List any third party assessment tools (e.g. Respondus) with which the proposed product has been proven to integrate and describe any relevant information about those tools.

Desire2Learn Response:

We have partnership with Respondus and done integration with them. Respondus Lock Down Browser is available through our platform. We can also import contents from Respondus 2.0. Integration the Questionmark in our road map for the future.

6.8.7 Online Grade Book

Describe in detail the online grade book and its ability to:

Desire2Learn Response:

The Desire2Learn Gradebook is a spreadsheet-like tool used for recording grades for drop box assignments, online quizzes, as well as paper-based submissions. The Gradebook allows instructors to calculate and modify grades, import, export, view statistics, add or edit student scores. Custom comment codes can be generated in the grade book. Reports can be automatically generated for an entire class or organization in just one click. Students are also given a read-only view of the Grade book for their own results.

Grades List

Grades List

New Item

New Category

Re-Order

Delete

Import / Export

Grades Setup

Edit All Grade Items

Help

View By:

Users

Search for:

Search

Paging:

Show

25

 users per page

Warnings:

- 'Final Grade' sums to 110%, not 100%. Please verify that the total weight of all top level categories and items is 100%.

Last Name ▲, First Name	Tests		Assignments		Participation	Final Grade
	Q1	Exam	A1	A2		
student1_sdc	90%	83.33%	80%	-	100%	86%
student2_sdc	10%	61.11%	72%	-	100%	51%
student3_sdc	-	94.44%	60%	-	-	-
student4_sdc	-	0%	100%	-	100%	-

Desire2Learn Gradebook

6.8.7.1 Calculate weighted grades, percentages, total points, and letter grades

Desire2Learn Response:

The Desire2Learn Gradebook allows the instructor to easily:

- Calculate weighted grades and percentages of any grade, including auto-graded assessment scores, imported scores, and manually-entered scores
- Calculate total grades ("Final Mark") by clicking the calculator icon.
- Recalculate or modify/override any grades/scores at any time assessments and assignments not yet marked can be included as grades of zero or ignored

The instructor can choose an appropriate course grading system – weighted or points system. Our Gradebook provides the following capabilities:

- Customize your grade setup through personal options, grade schemes and choosing an appropriate final grade calculation method.
- Create and modify grade categories and items.
- Import grades from and export grades to CSV (comma separated values) files.
- Customize your personal viewing options
- Create and select a grade scheme – default grading schemes are available in addition to the ability to create custom schemes
- Choose an appropriate course grading system – weighted or points system
- Enter and modify grades
- Customize grades list viewing options
- Re-order and delete grades

6.8.7.2 Import and export grades to and from spreadsheets

Desire2Learn Response:

Grades may be imported or exported from/to the Gradebook as a .csv file which can be loaded as a spreadsheet in programs like Excel or SPSS. Instructors can specify exactly how they want to export the Gradebook by choosing which grade fields, user credentials, and grade values to export.

6.8.7.3 Allow manual grading items (columns) to be added to the grade book spreadsheet

Desire2Learn Response:

The Gradebook is set up with a user-defined number of columns. Each column represents a separated graded item, such as assessments (linked to the Quizzing section), imported grades, or manually-entered scores.

6.8.7.4 Allow columns to be "frozen" or "locked" so that certain data will remain appearing while the instructor is scrolling through other columns. This

is especially useful for courses with large amounts of information stored in the grade book.

Desire2Learn Response:

The number of columns/rows can be set to repeat so that after x columns/rows the names/headers will repeat. Columns can also collapse or be hidden.

Desire2Learn allows instructors to choose which grade items/categories (columns) are available to students. Instructors can also release the final grade when it's finalized and users with permissions can turn off ability for instructors to edit the grades and effectively freezing the grade book columns.

Moreover, Desire2Learn has the ability to provide options for the ways the grades will be displayed to the instructor. For instance, Desire2Learn has the ability to customize many components of the display, including colors schemes for specific grades, number of decimal points displayed, weighted options, etc. The following illustrates these customizable properties:

Grades: Display Options

 Grades List
 Display Options
 Grade Items to Display
 Grade Schemes
 Grade Calculations

Saved successfully (Jul 8, 2005 10:43:36 AM) Save

The following are settings for viewing the grades list and managing grades

Personal Display Options

Show additional user details:

Show additional grade details:

Repeat user details every

Repeat final grade at start:

☒ Username

☐ StudentId

☐ Email

☒ Grade Colours

☐ Out Of Grade

☐ Weighted Grade

☒ Percent

10 grade items

☐

?

?

?

?

?

?

?

?

Course Display Options

Show out of grade to students:

Show weighted grade to students:

Show Final Grade calculation formula to students:

Number of decimal places to show to students:

Number of decimal places to show to instructors:

Number of characters to show for text type items in the Grades List:

☒

☒

☐

2

2

15

?

?

?

?

?

?

Save

Grades Setup

6.8.7.5 Allow for easy modification of auto-graded items

Desire2Learn Response:

At any point in time, the instructor can override scores or fill in blank ("N/A") scores. The instructor can easily modify or override any scores, including auto-graded and imported scores. This can be done using one of two screens:

- Modify the scores of all students on one graded item column, and add student-specific and class-specific feedback
- Modify the scores of all students on all graded item columns

Change grades for D2L Test Area				
	Quiz 1	Quiz 2	Participation	Final Exam
Weight	25%	25%	20%	30%
Out Of	/100	/100	/15	/100
Mullet, Suzette	66.66 -> <input type="text" value="66.66"/>	70.58 -> <input type="text" value="70.58"/>	N/A -> <input type="text" value=""/>	N/A -> <input type="text" value=""/>
Test, Chris	83.33 -> <input type="text" value="83.33"/>	61.39 -> <input type="text" value="61.39"/>	N/A -> <input type="text" value=""/>	N/A -> <input type="text" value=""/>
Tester, BrianTest	N/A -> <input type="text" value=""/>	N/A -> <input type="text" value=""/>	N/A -> <input type="text" value=""/>	N/A -> <input type="text" value=""/>
<input type="button" value="Cancel"/> Would you like to preview changes? <input type="button" value="Preview changes"/>				

Edit All Grades

6.8.7.6 Integrate with Datatel grading functions, specifically the submission of final grades. The Respondent should indicate any additional costs for this in terms of licensing, development, etc. Furthermore, any possible integration with other SIS products (PeopleSoft, Banner) should be discussed.

Desire2Learn Response:

The Desire2Learn platform can be integrated with Datatel SIS systems to provide student/class add/drop functionality, resource assignment, and grade submission.

The Desire2Learn platform can be integrated with any of the following SIS systems:

Product	Ability to Integrate	Details
Datatel	Y	IMS Enterprise 1.1 with Custom Extensions or Snapshot
Lawson Human Resources	Y	Customized (IMS-Like API) and SQL API or Snapshot
SCT Banner	Y	Customized (IMS-Like API) and SQL API or Snapshot
Peoplesoft	Y	IMS Enterprise 1.1 with Custom Extensions or Snapshot
Custom Systems and other Vendors	Y	IMS Enterprise 1.1 with Custom Extensions and SQL API or Snapshot

Integration with Desire2Learn and external student information systems is done using the standard IMS Enterprise specification for replicating users, courses and enrollments to/from the external system. Custom integrations can be done for non-standard-based SIS systems very quickly due to the middleware integration component that comes with the Desire2Learn Enterprise Learning Platform.

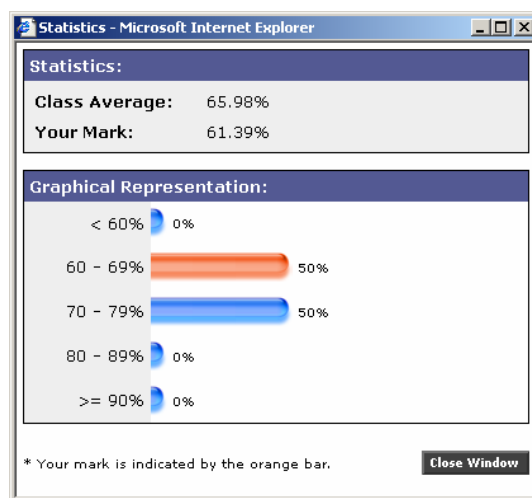
The Desire2Learn platform has the ability to associate organizational units with unique student administration systems, allowing for one instance of the Desire2Learn application to interface with multiple student administration systems. A student profile can be associated with a unique external authentication system, allowing for a pool of students to be associated with a pool of different authentication servers.

We have successful integrations with all major SIS products and even a number of home-grown solutions.

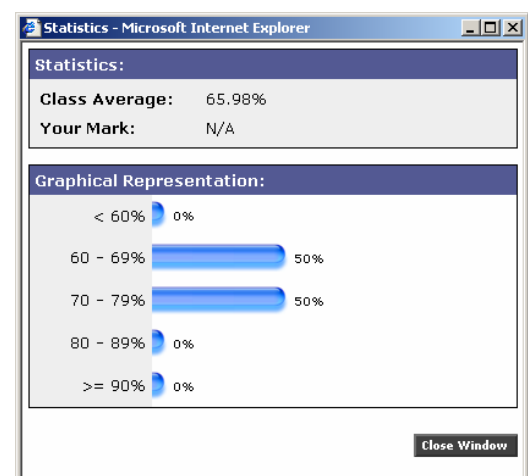
6.8.7.7 Allow students to view summary and/or graphical display of student grade book status and course grading statistics

Desire2Learn Response:

Statistics are also an integral part of the Gradebook. From any user's view (instructor or participant), a "view statistics" icon can be clicked. This will open a statistics window, indicating class points distribution for the graded item column selected (including the Final Grade column). The participant's individual grade is indicated by the orange bar thus showing the participant his or her position in the class. The instructor will have a similar view (without the orange bar) in order to see grade distribution on the graded item.







Student's View of Grade Statistics









Instructor's View of Grade Statistics

The student usage interface has the same look and feel as the instructor interface, although they are obviously only permitted to view their own scores.

Instructions

- Note: This transcript is not an official transcript.
- The  icon indicates grade items that are not counted toward the Final Grade
- Click the  icon to see statistics for grade items
- Click the  icon to see the calculation formula for calculated grade items
- The  icon indicates that a grade item is a bonus item

Grades for Jason Student

	Item Name	Out Of	Weight Achieved	Weight toward Final Grade	Grade	Comments
	Exams and Quizzes		31.25	50		
	Quiz 1	6.25/10	31.25	50	62.5%	
	Exam	-/90	-	200	-	
End of Exams and Quizzes						
	Assignments		46	50		
	Supernova	23/25	46	50	92%	This feedback will be appearing in the gradebook
	Nebula Assignment	-/60	-	116.67	-	
End of Assignments						

Student View of Grades

Students can view their grades in either numerical or percentage form in the Gradebook. The student view shows the score attained on each graded item, as well as a final grade to date. It is here that the participant can also view comments on each item from the instructor.

6.8.7.8 Allow activities/exams to be automatically added to grade book upon completion, and format and edit grade book manually

Desire2Learn Response:

The Gradebook can always be formatted and edited manually. Activities and Exams can be linked to the Gradebook when these activities are set-up or they may be added manually.

6.8.7.9 Enable student performance tracking and results notification/breakdown

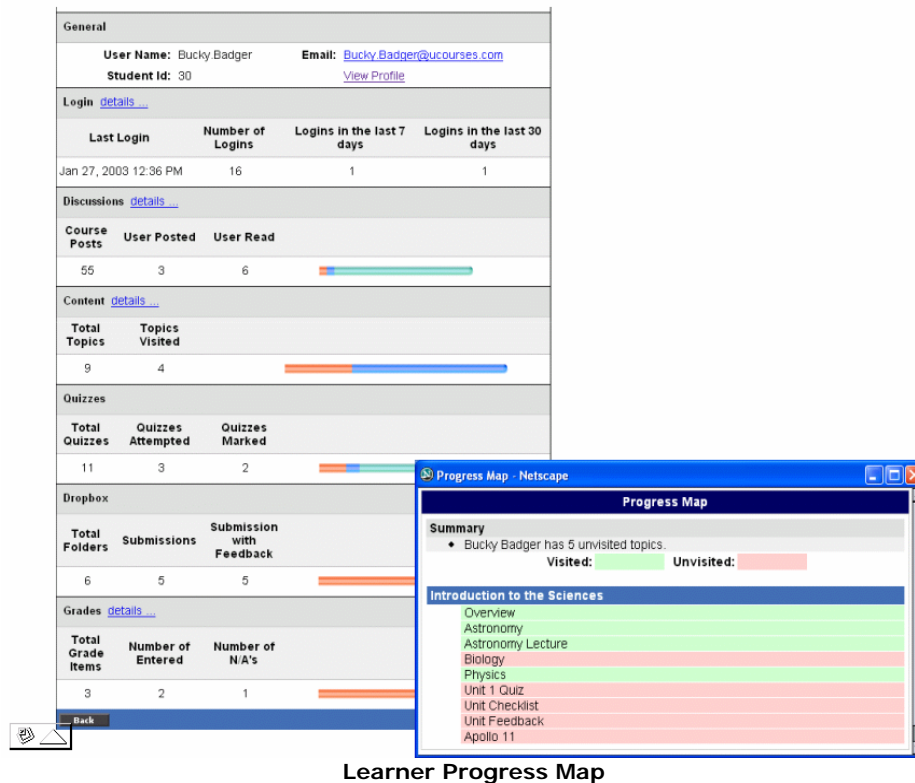
Desire2Learn Response:

In addition to the student view of the gradebook, a comprehensive Learner Progress Map also gives users a snapshot view of all their activity within the Desire2Learn environment. The Learner Map allows the user to select a specific course tool for which they would like to view their progress.

Learner Progress Map Features:

- o View full login history, including date, time, duration, and IP address.
- o View summary statistics for discussion forum posts and reads.
- o View a summary of which content has been visited, and which content remains to be accessed within all courses.
- o View quiz attempt history.
- o View assignment drop box submission summaries.

- View summary statistics for the grade book.



Learner Progress Map

6.8.7.10 Provide easy and/or automatic importation of results to grade book

Desire2Learn Response:

The Gradebook can be linked to the Dropbox and Quizzing tools which will allow activities and exams to automatically be added upon completion. Grades can be entered automatically or manually. Due to the flexibility of our platform and the ability to customize the tools and features, it is up to the instructor how they want to work with the Gradebook to support their specific pedagogical approach.

List any third party grade book software products with which the proposed product has been proven to integrate and describe any relevant information about those products.

Desire2Learn Response:

We haven't done integration with Gradebook software products in the past however this is in our road map for the near future.

6.8.8 Calendar

Describe in detail how the course calendar can function as an effective course and student organizational tool, including information on:

Desire2Learn Response:

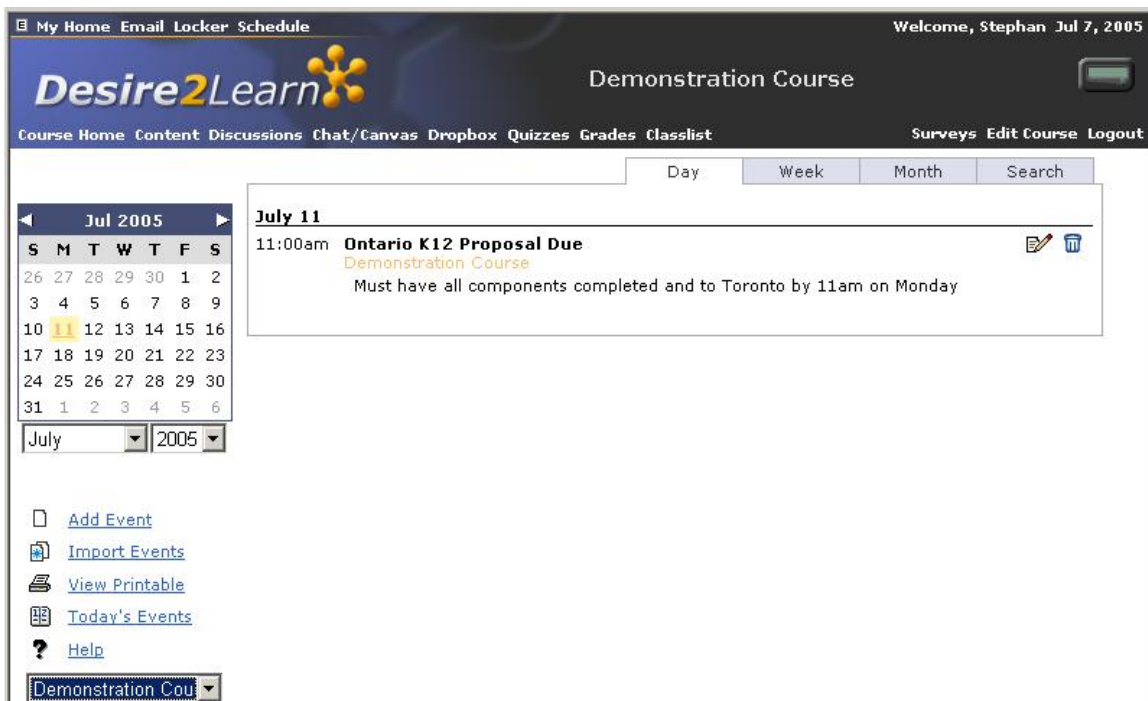
The Desire2Learn system has a tightly-integrated calendar tool. Each user type (instructor, student, administrator, etc.) has access to the calendar, provided the tool is enabled. Each user's calendar shows all events relevant to the user, regardless of organizational level. Each user type has different privileges, allowing only certain types events to be added. Event types include:

- Personal events
- Course Events
- Group Events

Adding events to the calendar is simple, and is accomplished by the (instructor's) menu. Users can easily link to other areas of the course using the Quicklink tool, and can link to other pages using the "Easy-input" html link.

Many tools allow for automatically creating calendar events based on the start/end date for assignments, quizzes, checklist items and more...

Adding a Course Event



All course tasks and events, including location, can be included on the course calendar and every participant enrolled in a course will see those events on his/her view.

The Calendar provides Daily, Weekly, Monthly views as well as providing a powerful search.

The Desire2Learn course calendar and schedule can be printed.

6.8.8.1 Link directly to other course areas and student portals (campus portals and other SDBOR portals)

Desire2Learn Response:

The calendar tool is available outside of a course. It is user specific, not course specific. It can link directly to other course areas and portals.

Tools can populate the calendar through the use of Desire2Learn's Quicklinks which would direct users to specific tool locations. The user controls whether to view the tool in the calendar or open it in a new window.

6.8.8.2 Provide for students' personal entries

Desire2Learn Response:

Each user's calendar shows all events relevant to the user, regardless of organizational level. Each user type has different privileges, allowing only certain types of events to be added. Students can keep a personal calendar available only to them. The calendar can be filtered to show only personal events.

6.8.8.3 Display the calendar in multiple views

Desire2Learn Response:

Yes, calendar views can be set to show either by day, week, or month.

6.8.8.4 Display events from all of a student's courses

Desire2Learn Response:

Yes, the calendar tool is available outside of a course. It is user specific, not course specific.

6.8.8.5 Providing access to external scheduling programs using either the iCalendar or vCalendar standards.

Desire2Learn Response:

The Desire2Learn calendar facility currently requires importing using an Excel text-based comma or tab delimited format. Integration utilizing iCalendar attachments is on our product road-map for 2008.

List any third party calendar products (e.g. Outlook, Sun Java System Calendar) with which the proposed product has been proven to integrate and describe any relevant information about those products.

Desire2Learn Response:

The Desire2Learn platform can be integrated with any of the following Calendar Systems:

Product	Ability to Integrate	Details
Microsoft Exchange	Y	Custom Integration (Microsoft COM + APIs)
Steltor CorporateTime	Y	Custom Integration (Steltor APIs)
Other Systems	Y	Using XML, Custom APIs

Desire2Learn understands the importance of single sign-on, fully integrated enterprise systems in the education environment. We provide expertise to

implement seamless interfaces between the learning environment and other IT, administration, instructional and resource systems, such as SIS/Registrar, Directory Services, Email, Calendar, Portal and other (ERP, Financial, etc.) systems.

6.8.9 Student-Centered Features

Describe in detail student-centered features such as:

Desire2Learn Response:

Some Learner Personal Tools:

- **My Home** – This area is a personalized, central location for all of the learner's courses. This one-stop location can display any updates that are relevant to the user including news postings, upcoming events, course links and much more.
- **My Updates** – This widget on the homepage provides one location where learners can determine what has changed or requires attention when they login to the system, such as new discussion posts, new emails, assignment feedback, quizzes to start, etc.
- **My Settings** - Learners customize the learning system to meet their unique needs. Participants can easily set their preferences for type fonts, monitoring events, how tools are used, accessibility and much more.
- **My Bookmarks** – Users can easily return to pages that they have chosen to bookmark with just one click, using the Bookmark tool.
- **My Journal** – Users can make personal journal entries and may share them with an instructor.
- **My Links** – Learners can add personal links as a widget on the home page.
- **My Locker/Briefcase** – This tool enables participants to store personal files or documents in a central location. These files can then be retrieved from anywhere in the world via a browser and Internet connection.
- **Orientation and Help** – The Desire2Learn system includes an online learner guide and extensive context sensitive help for each of the tools and interfaces. You can also customize help items specifically to your organization. In addition, several quick guides, learning objects and other help resources, developed by Desire2Learn clients, are available to share through the Desire2Learn Learning Community.

6.8.9.1 Areas for displaying student and group project work

Desire2Learn Response:

Yes, students now have a 'group homepage' where they can see all of the groups they belong to, and what group workspaces are available. This provides more engaging group workspaces and centralized control of all group activities in the system.

6.8.9.2 Areas for student personal Web pages

Desire2Learn Response:

Yes, students and instructors can create a personal home page using the online HTML editor. Alternatively, they may link to a personal homepage that has already been created. Artwork or pictures and other multimedia can be included in students' personal home pages.

6.8.9.3 Support for student e-portfolios

Desire2Learn Response:

Yes, Desire2Learn offers the key components for an ePortfolio, including:

- Competency creation and tracking based upon IMS-RDCEO specification.
- Ability to allow individuals to indefinitely store artifacts in a personal file storage location and/or the learning object repository
- Ability for organization to create customized profile forms/pages for users.
- Ability to link to artifacts and manage entire external portfolio web site using Desire2Learn HTML editor and file management.
- Ability to link to access portfolios and profiles from the class list (referred to as Student Homepage).
- Users have individual project space/home page space with the Locker tool and Homepage tools.

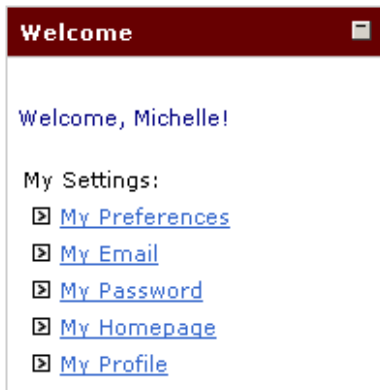
Desire2Learn will continue to innovate in this particular area and add more portfolio functionality during this calendar year. We have completed client surveys to determine functionality requirements and are currently re-developing the tool to provide more robust functionality and tighter integration with the Learning Environment.

6.8.9.4 The ability to customize primary student account page

Desire2Learn Response:

Yes, Desire2Learn offers robust customization options for users. Just as Desire2Learn's Learning Environment can be tailored to an individual program, school, or department, it can also be tailored to the unique needs of students via Learner-Centric Customization. The Desire2Learn "My Preferences" Tool allows individual users to customize many settings in their own Graphical User Interface. The system remembers these unique settings and is available the next time the user logs in.

Students can customize the sounds, colors, font sizes, and layout of the tools within the interface using the 'Welcome Widget', where they can set their own personal preferences. Please see the illustration below:



Welcome Widget

Students can make choices around:

- Font sizes, font face, colors (especially important for individuals that may have a visual disability)
- Intelligent interfaces that learn how the individual likes to use the tools, i.e. discussions, allows you to set preferences for the way the system operates
- Sound settings
- Operating system, browser, video player, and bandwidth settings

6.8.9.5 The ability to integrate private notes into course material

Desire2Learn Response:

We haven't done integration with Private Notes however we will be happy to discuss the requirements of this project with SDBOR. Desire2Learn has extensive experience integrating with Student Information Systems (SIS) and ERP systems to provide auto-enrollment and reporting capabilities, student/class add/drop functionality, resource assignment, room assignment, and grade submission. Two common examples of SIS integration use are automatically enrolling students in the correct classes based on registrar information in the SIS, and automatic grade reporting to the SIS to populate student transcripts.

6.8.9.6 The ability for students, instructors, or system administrator to create working groups of students within a course and across course

Desire2Learn Response:

Yes, the Class List can be used to group students into discussion or other groups. Options exist to automatically enroll new users in a course into groups based on pre-defined logic (i.e. X number of people per group, or a maximum of X groups).

There are five enrollment styles for group type:

1. No auto enrollment – Choose this option if you want to assign participants to their groups manually.

Groups of # - (i.e. each group has at most x people) – This option allows you to have groups randomly assigned by the computer. In this option you can set a limit to the number of users in each group and the system will create as many groups as necessary. Type the maximum number of users to be in each group in the enrollment quantity box.

of Groups – (i.e. there are x groups) – This option will automatically create the number of groups you specify and randomly assign users to the groups. Enter the number of groups you want in the enrollment quantity box.

Self Enrollment – maximum x people per group – This option allows users to enroll themselves into groups while limiting the maximum number of users in each group. Type the maximum number of users to be in each group in the enrollment quantity box.

Self Enrollment – x groups – This option allows users to enroll themselves into groups while limiting the number of groups. Enter the number of groups you want in the Enrollment quantity box.

Add Group Type

Group Type Name:	Teaching Assistants Psych795
Description:	List of TAs for Psych795, Fall semester.
Enrollment Style:	# of Groups - No auto enrollment
Enrollment Quantity:	1
Discussion Forums:	You must create at least one Group in this Group Type before you can Set Group Restrictions.

Cancel
Add

Add Group Type

Moving from one group to another: Through the Manage Groups feature, group enrollment can easily be managed. With the click of the mouse, a student can be moved from one group to another.

Enrollment for all Groups Groups

Cancel Display : All Groups

L-Name ▲, F-Name	Group 1	Group 2
student1, sdc	<input type="checkbox"/>	<input checked="" type="checkbox"/>
student2, sdc	<input checked="" type="checkbox"/>	<input type="checkbox"/>
student3, sdc	<input type="checkbox"/>	<input checked="" type="checkbox"/>
student4, sdc	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Cancel Update

Manually Changing Group Enrollments

6.8.9.7 An area for a student file repository

Desire2Learn Response:

Yes, group dropboxes can be setup so that each member of a group can submit to the same dropbox. The group can then be assessed as a whole through the Grades or Competencies tools.

Also student group work and file storage/sharing can be accomplished using group restricted discussion forums and topics. Discussion posts allow for the attaching of files. When combined with group restriction, these discussion topics now become working group areas where files can be stored and shared, should this be more appropriate than the Group Dropbox.

Support for Group Lockers is also available. When creating groups an instructor can allow for each group to have its own file space for group collaboration and online file space that the instructor can use as a teaching/guidance tool.

6.8.9.8 The ability for a student to communicate synchronously with another student or the instructor (i.e. instant messaging)

Desire2Learn Response:

Yes, there is a built-in instant messaging tool, the Pager, allows users to easily contact people to help build community. Rich permissions structure allows moderators to control user abilities in real time.

Chat participants have the ability to send instant private messages with one click of the mouse.

Instant messaging of an individual can be accomplished using the Pager tool by clicking on the icon on the top right of the screen at any time, or through the Classlist. This is also a great way to set up one-on-one chats or to assemble others to meet in a chat session.

The instant messaging tool gives you the ability to quickly add any individuals from any course to your contact list.

A user may choose any number of other users to message simultaneously. The user receiving the message will only see who sent it; they will not see who else was sent the message.

List any third party e-portfolio, student portal or student-centered feature systems with which the proposed product has been proven to integrate and describe any relevant information about those products.

Desire2Learn Response:

We have integrated with third-party portfolio products, such as eFolio.

Portal Systems Integration

Desire2Learn works with your organization to deploy a basic portal solution to enable users quick and secure access to relevant information from various sources throughout your organization. However, should your organization require an enterprise portal, or an integration with an existing Portal System, Desire2Learn can provide those services and products.

The Desire2Learn platform can be integrated with any of the following Portal Systems:

Product	Ability to Integrate	Details
Epicentric	Y	Custom Integration (Epicentric Webconnector, XML, other)
Campus Pipeline	Y	Custom Integration (API, XML, other)
Other Systems	Y	Using XML, Custom APIs, Simple Authentication

The Enterprise Portal provides integration of authentication between systems for single sign-on to allow seamless integration of the Learning Platform with other systems.

Full commerce and portal systems are available. As well, the software can be integrated with external authentication servers, Student Information Systems, Library Systems, email systems, and other campus based systems (e.g., IT, Administration and Human Resources, Learning Object Repositories).

Uportal is standard portal software used by many universities. SSO between Desire2Learn and Uportal will work, details on how the two systems will talk would need to be flushed out, which is normal and would typically take place during the SSO integration project.

SIS Integration

SIS integration is currently available through a full implementation of the IMS Enterprise v1.1 standard. This API can be customized to meet the requirements of

systems that have variants of this standard. Our middleware software has been used by numerous clients with tremendous success. The Desire2Learn middleware allows you to run jobs, merge datasets, and handle rules for integration with the learning environment, and provides out-of-the-box tools and forms to handle the majority of the integration requirements without having to involve third party vendors. This all adds up to tremendous savings in time and reduced cost for completing the integration.

The Desire2Learn platform can be integrated with any of the following SIS systems to provide functionality listed above:

Product	Ability to Integrate	Details
Datatel	Y	IMS Enterprise 1.1 with Custom Extensions or Snapshot
Lawson Human Resources	Y	Customized (IMS-Like API) and SQL API or Snapshot
SCT Banner	Y	Customized (IMS-Like API) and SQL API or Snapshot
Peoplesoft	Y	IMS Enterprise 1.1 with Custom Extensions or Snapshot
Custom Systems and other Vendors	Y	IMS Enterprise 1.1 with Custom Extensions and SQL API or Snapshot

6.8.10 Class Management

Describe in detail the class management features that can be used by instructors. (Note that the term “class” is used here in the context of a scheduled offering for a course, sometimes also referred to as a “course section.”)

6.8.10.1 Announcements

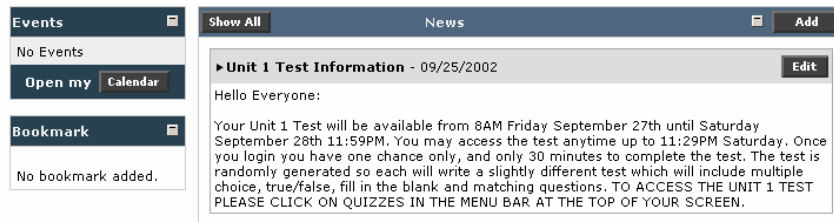
Desire2Learn Response:

Yes the “News” section allows organizational-wide announcements to be posted and there is also a “News” section for each course. Since both the My Home Page and Course Home Page are completely customizable using the Desire2Learn Widget concept, announcements can be presented in whatever format you choose.

Additionally, instructors have the option of providing students with an “Updates and News” section on their personal home pages. These postings:

- Are visible every time the student logs in, unless the instructor deletes the posting
- Can be used to post files for students to download
- It is important to note that these postings are separate from the calendar; they are not attached to any particular date

Administrators have the ability to post system-wide announcements on the Desire2Learn portal.

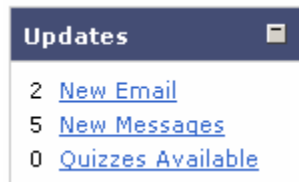


News and Announcements

6.8.10.2 Automatic notification of students to important information such as add or drop confirmation, change of class meeting time and place, and uncompleted work

Desire2Learn Response:

Yes, through the updates widget on the home page there would be notifications of new posts in the discussion area, feedback in the dropbox, and other changes or information of your choice. Additions could be made to the widget to indicate new content in the course or required work.



Updates Widget

6.8.10.3 Automatic notification of upcoming events from the class calendar

Desire2Learn Response:

Yes, upcoming calendar events are automatically presented when a user logs into the system on the first page using the standard Events widget.

6.8.10.4 Importing, exporting and viewing of course section lists

Desire2Learn Response:

Course offerings could be imported through our course import tool and for courses with big volumes we suggest our Bulk Course Import tool which is an scheduled task for importing courses and runs on the server

Course modules and topics could be imported, exported and copied using copy course component tool. A screen shot of Import/Export/Copy course components tool is shown in the picture below.

Import/Export/Copy Components

What would you like to do?

☐ Copy Components from another Org Unit
☒ Export Components
☐ Import Components

☒ from Learning Object Repository
☐ from a File

Instructor/administrator can select desired course modules and topics to be copied/exported from the component selection list.

Select Content Modules and Topics

Select Content Modules and Topics to Export

☐ Select All
[Expand All](#) [Collapse All](#)

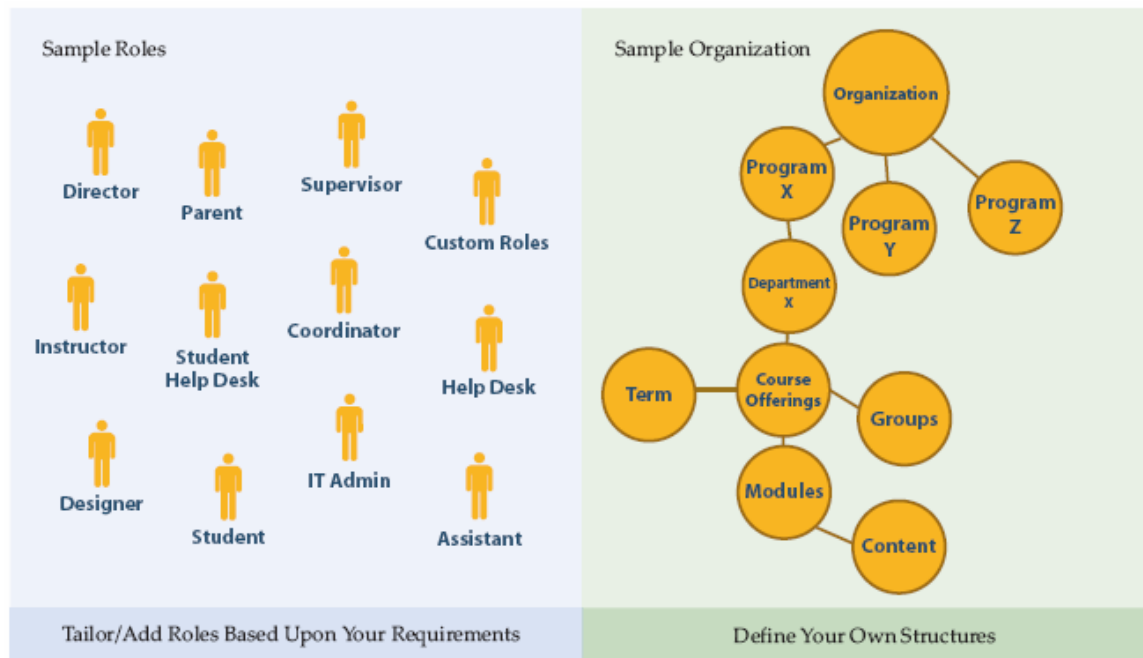
- ☒ Physics
 - ☐ Introduction
 - ☐ Expectations
 - ☐ Electricity
 - ☐ Introduction
 - ☐ Student Activity: Writing Assignment
 - ☒ Static Electricity
 - ☒ Introduction
 - ☐ History of Electricity
 - ☐ Charges
 - ☐ Experiment - Interaction of Charges
 - ☐ Experiment - Interaction of Charges, Discussion
 - ☒ Electrifying Objects
 - ☐ Laws of Attraction and Repulsion
 - ☐ Experiment - Constructing a Metal Leaf Electroscope
 - ☒ Experiment - Using the Electroscope
 - ☐ Electroscope Charging
 - ☒ Conductors and Insulators
 - ☐ Electric Discharges
 - ☐ Wimshurst and Van de Graff
 - ☐ Lightning
 - ☐ Lightning Assignment
 - ☒ Current Electricity
 - ☒ Electricity Production
 - ☒ Unit Quiz
 - ☒ Final Exam
 - ☒ Feedback

6.8.10.5 Multiple roles and permissions

Desire2Learn Response:

Yes, the Desire2Learn Learning Environment empowers you to break course boundaries with its unlimited organizational and role-based architecture. You retain complete control of the structure of your offerings by creating an unlimited number of custom organizational units and roles. You can also set advanced access and

security permissions for roles at any level of your organization, a unique feature to the Desire2Learn system.



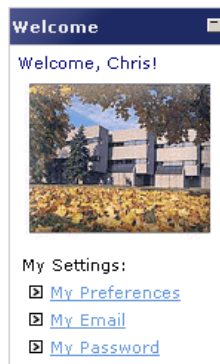
Unique Organizational Structure and Roles

6.8.10.6 Adding and deleting students from a class or change passwords easily

Desire2Learn Response:

Yes, our system allows seamless integration between a login, authentication system, and existing information systems. The integration process ensures a simplified and instant registration and enrollment process. Alternatively, a manual individual user and bulk user management tool allows you to enroll, unenroll, delete, update and more.

The Desire2Learn system also offers a password reminder option and learners can maintain their own passwords. Users have the ability to change their passwords directly from their homepages by clicking on the password link in the Welcome window (see below). This window appears on all users' homepages.



Welcome Window

Should any user forget his or her password, any individual with appropriate security designation can either reset the password or have it emailed out to the user's non-Desire2Learn-based email address, which can be set using the link on the Welcome window above.

6.8.10.7 Student access and progress tracking (e.g., login frequency, duration, course activity, content accessed, tests completed, discussion participation), including instructor access to all student chat logs

Desire2Learn Response:

Yes, a comprehensive Learner Progress Map also gives users a snapshot view of all their activity within the Desire2Learn environment. The Learner Map allows the user to select a specific course tool for which they would like to view their progress.

Learner Progress Map Features:

- View full login history, including date, time, duration, and IP address.
- View summary statistics for discussion forum posts and reads.
- View a summary of which content has been visited, and which content remains to be accessed within all courses.
- View quiz attempt history.
- View assignment drop box submission summaries.
- View summary statistics for the grade book.

6.8.10.8 The ability for instructors to make modifications easily across multiple sections of a course that shares common content such as: course content, announcements, discussion topics, and quizzes

Desire2Learn Response:

Yes, multiple course offerings or sections of a course can be managed from a central template and common course file location. Course offerings have a template as their parent from which course offerings can pull content, including announcements, discussions, and quizzes. Our unique Copy Course Components tool allows you to

easily share not only content but discussion topics, grade items, assignment folders, news and more.

You can also copy individual components from a course offering back *up* into the course's template. This means that changes made inside a particular course offering that you want to reuse in the future can easily be added to the course's template, making them part of the standard setup for the course. For example, say that you create a set of discussion topics based on the course's key themes as an experiment with a particular class. You find that these topics generate a great deal of fruitful discussion among students, and decide to reuse them with the next class. By copying the discussion component from this course offering up to the course template, the new topics become a part of the standard setup of the course and will then be incorporated into future course offerings when you copy components from the course template.

Desire2Learn's content management capabilities can manage both format-independent and format dependant Learning Objects. Format-independence is achieved by the central storing of content with dynamic links to different style sheets. Changing the style sheet configuration of a Learning Object in a specific instance will not disrupt how it is formatted in other instances.

In the Desire2Learn platform course data and files can be 100% separated from presentation and navigation (content delivery.) This ensures that stored files and Learning Objects can be used by more than one module or course simultaneously.

6.8.11 User Access Management

Describe in detail how users (e.g., students, advisors, instructors, designers, and others) can manage their accounts. Address how the software handles:

6.8.11.1 Username and password security

Desire2Learn Response:

Password protection is extremely important in the Desire2Learn system. To help ensure security:

- Accounts can be locked for (5) minutes after (3) consecutive unsuccessful login attempts. (The two settings are also customizable; 5 and 3 are simply the default values.)
- The system will automatically log out any user after an administrator-specified period of inactivity, in case the user accidentally forgot to log out. By enabling an optional "inactivity timeout value", it is less likely that users will be "left logged in". In the event that a user is "left logged in", however, there are moderation rights for all tools in the Desire2Learn platform that allow for flagrant use of the system to be tracked and moderated. For example, unsuitable postings in discussion groups can be hidden or removed by a 3rd party moderator.

- Users are always required to log back in if all windows have been closed. Additionally, as soon as the user logs out of one window, all remaining active windows automatically log the user out as well.

6.8.11.2 Default email

Desire2Learn Response:

Yes, a fully integrated email system provides learners, instructors and administrators with access to a powerful communication tool that is independent of location and software configuration. The advanced Desire2Learn email system can be setup to support multiple modes: full email system, internal course-mail only, forwarded to an external account, IMAP (most common), and other combinations. The email system also supports tracking/filtering correspondence by course, folders, personal address-books, search, and much more.

Desire2Learn can leverage existing email systems through IMAP integrations. If needed, there is also a fully integrated internal / external email system available for use in the Learning Environment. IMAP integration requires users to employ D2L's email interface. This flexibility, along with D2L's ability and experience supporting email and related integrations, can allow your institutions to leverage their existing infrastructure or benefit from new efficiencies through Desire2Learn's platform.

6.8.11.3 User information

Desire2Learn Response:

Yes, users can create personal profiles, including nickname, multiple phone numbers, address, birthday, hobbies, interests, pictures, and more. Students can access the profiles of any of their classmates. Participants can omit any information they are not comfortable revealing.

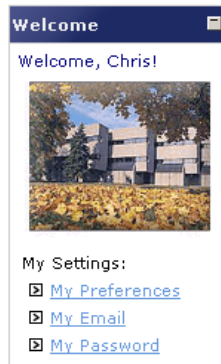
The administrator determines what data are contained in the system through the DOME (Desire2Learn's Organization Management Environment) tool that allows administrators to set the form fields for items such as user profiles.

The data in the user profile fields can be a combination of system population fields (e.g.: username, user idea) and user populated fields (e.g.: home phone, birthday). The administrators can decide which fields will be required.

6.8.11.4 Forgotten password/changing passwords

Desire2Learn Response:

The Desire2Learn system also offers a password reminder option and learners can maintain their own passwords. Users have the ability to change their passwords directly from their homepages by clicking on the password link in the Welcome window (see below). This window appears on all users' homepages.



Welcome Window

Should any user forget his or her password, any individual with appropriate security designation can either reset the password or have it emailed out to the user's non-Desire2Learn-based email address, which can be set using the link on the Welcome window above.

6.8.11.5 Instructors ability to access all the activities of an individual student without having to go to various areas of the site (e.g., assignments, discussion, and quizzes)

Desire2Learn Response:

Instructor/Administrator can track information related to student's Login History, Discussions, Contents and topics visited as well as Quizzes attempted, drop box submissions, Competencies and Grades through User Progress tool. Gradebook and Reporting tools also could be used for this purpose.

6.8.11.6 The preservation of identities when two or more instructors are in the course

Desire2Learn Response:

Yes, this is not a problem. Multiple instructors can be in a course and each will log into the course with unique usernames and passwords that are associated with their user account. Administrators can verify status of the online users.

Displaying Results 1 to 10 of 319							
Active	Name	Username	StudentId	Role	Email	Last Login	User Functions
✓	360Net, Instructor	Instructor.360Net	360Net.Instructor	Teacher			
✓	Batty, Lauren	Lauren.Instructor	Lauren	Teacher	lauren.batty@desire2learn.com	Nov 14, 2006 9:39 AM	
✓	d2l, instructor	instructor	instructor	Teacher		Apr 17, 2007 9:56 AM	
✓	ELOC, Instructor	Instructor.ELOC	Instructor.ELOC	LORTeacher			
✓	Instructor, AADAC	AADAC.Instructor	aadac.instructor	LORTeacher w enroll			
✓	Instructor, ACEit	ACEit.Instructor	aceitACEit.Instructor	LORTeacher w enroll	ACEit.Instructor@d2ldemo.desire2learn.com	Dec 15, 2006 1:28 PM	
✓	d2l, instructor	instructor	instructor	Teacher		Apr 17, 2007 9:56 AM	
✓	Instructor, ADL	ADL.Instructor	ADL.Instructor	LORTeacher w enroll			
✓	Instructor, Ahern	Ahern.Instructor	AhernAhern.Instructor	LORTeacher w enroll	Ahern.Instructor@d2ldemo.desire2learn.com	Mar 20, 2007 10:46 AM	
✓	Instructor, AJI	AJI.Instructor	ajiAJI.Instructor	LORTeacher w enroll	AJI.Instructor@d2ldemo.desire2learn.com	Mar 20, 2007 1:02 PM	

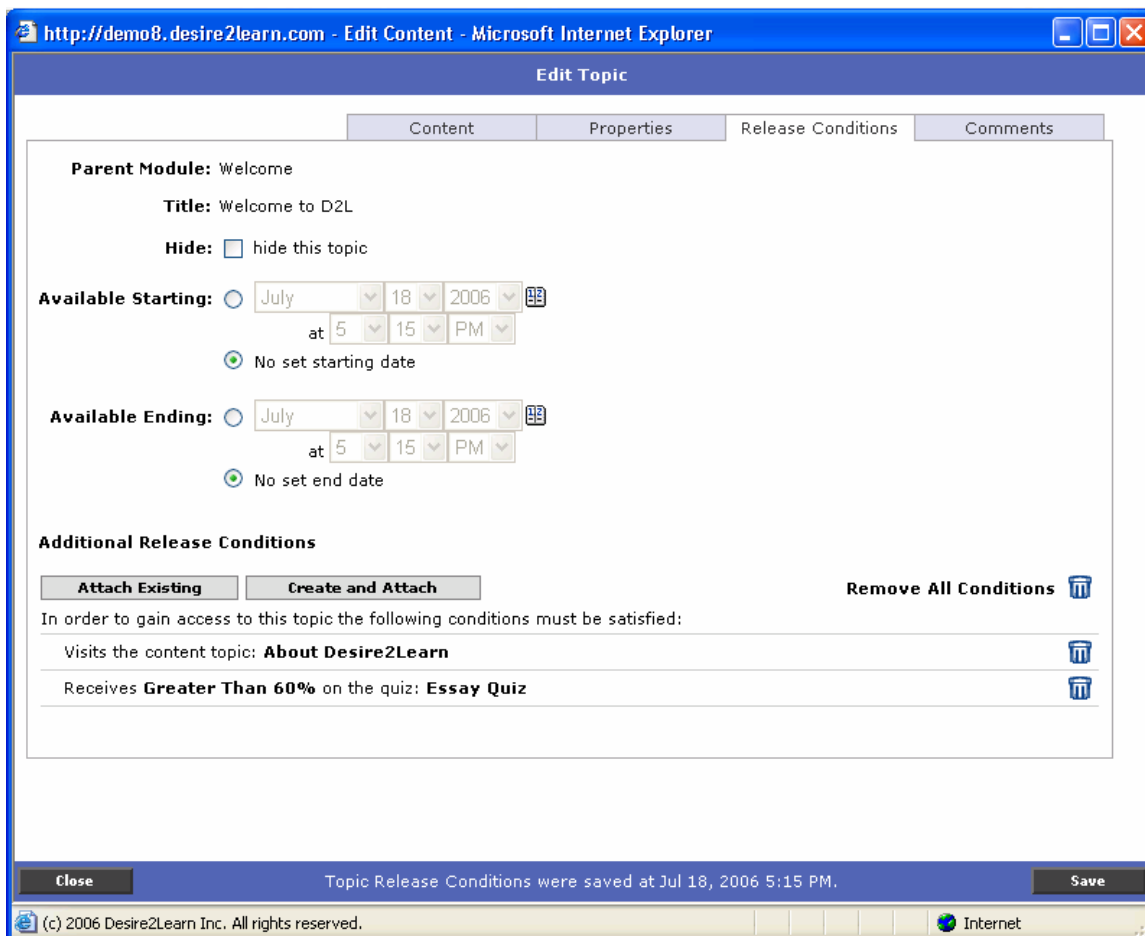
Highlighted rows show the online users.

6.8.11.7 Limiting student access (a.k.a. selective release) to specific parts of the course by:

- Their credentials (i.e. who they are)
- Their location (i.e. from where they are accessing the course)
- The time (i.e. when they are accessing the course)
- Their progress (i.e. once they complete one section of a course to a specified standard, they are allowed access to another part of the course)


Desire2Learn Response:

Yes, using the selective release tool, a variety of release conditions can be applied to the applicable part of the course. The ability exists to use existing release conditions (preconfigured) or to configure new release conditions. The conditions referenced can be factored when establish selective release criteria.





The screenshot shows the 'Edit Topic' interface in a Microsoft Internet Explorer browser window. The address bar displays 'http://demo8.desire2learn.com - Edit Content - Microsoft Internet Explorer'. The interface has a blue header with the title 'Edit Topic' and four tabs: 'Content', 'Properties', 'Release Conditions', and 'Comments'. The 'Release Conditions' tab is active.

Under the 'Release Conditions' tab, the following information is displayed:

- Parent Module:** Welcome
- Title:** Welcome to D2L
- Hide:** ☐ hide this topic
- Available Starting:**
 - ☐ July 18, 2006 at 5:15 PM
 - ☒ No set starting date
- Available Ending:**
 - ☐ July 18, 2006 at 5:15 PM
 - ☒ No set end date
- Additional Release Conditions**
 -
 - 

Below these options, a message states: 'In order to gain access to this topic the following conditions must be satisfied:'. Two conditions are listed:

- Visits the content topic: **About Desire2Learn** 
- Receives **Greater Than 60%** on the quiz: **Essay Quiz** 

At the bottom of the interface, there is a status bar with a 'Close' button, a message 'Topic Release Conditions were saved at Jul 18, 2006 5:15 PM.', and a 'Save' button. The footer of the browser window shows '(c) 2006 Desire2Learn Inc. All rights reserved.' and an 'Internet' icon.

Desire2Learn Selective Release Tool Configurations

As referenced, some example implementations that support individual learning pathways via the Selective Release tool include:

- Release new content only when certain assessment (Quizzing) grades have been attained
- Release new content only when certain assignments have been submitted and have been marked with a specific grade
- Release new discussion forums only when certain content has been viewed
- Release dependencies can also be arranged into dependency sets, supporting AND/OR type statements for selective release.

Release conditions can be applied to the following tools:

Content Topics and Modules
Quizzes
Discussion Forums and Topics
Dropbox Folders
Surveys
Checklists
Chat Rooms
Grade Items
News Items
Custom Widgets

Release conditions can be based on:

Checklist completion
Group or section enrollment
Organizational unit enrollment
Roles
Visiting a content topic
Visiting all content modules in a course
Posting to discussion topics and forums
Dropbox submissions
Receipt of Dropbox feedback
Grade value on a grade item (minimum, maximum, range)
Score on a Quiz (minimum, maximum, range) Completion of quiz attempts
Completion of survey attempts

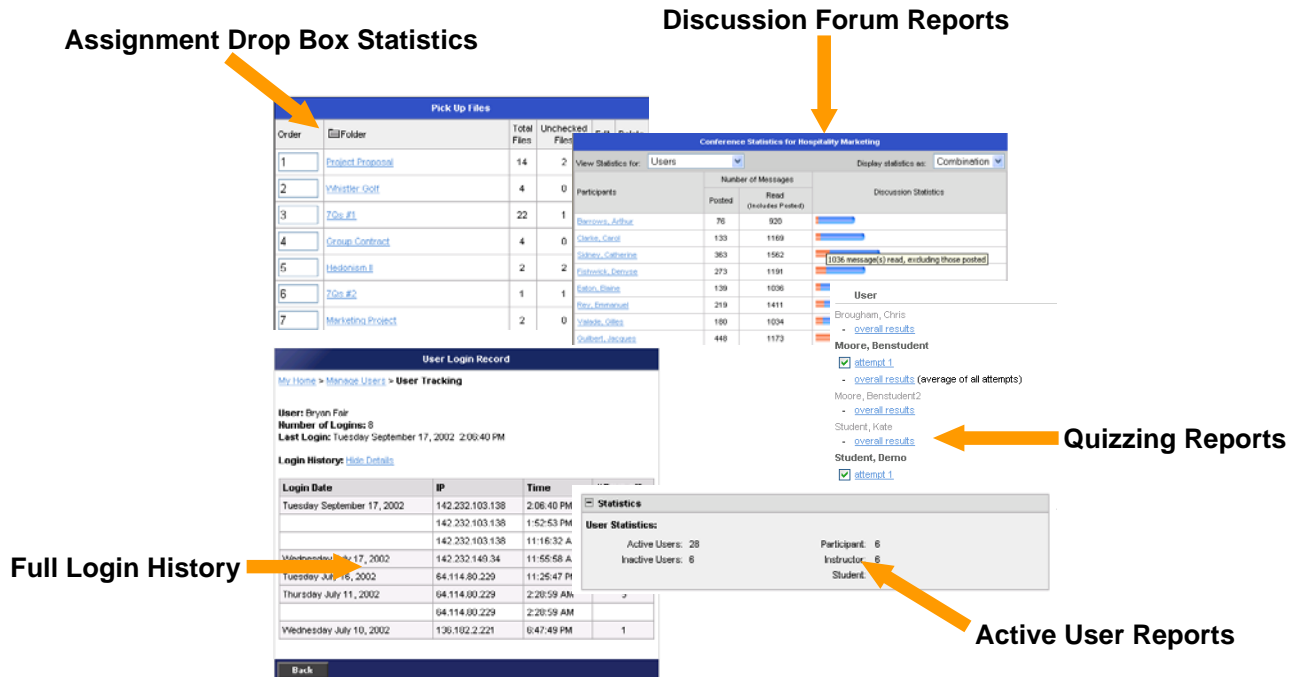
6.8.12 Site/System Administration

Describe in detail how the software handles system administration tasks including

Desire2Learn Response:

Several key Desire2Learn administrative tools and architecture components include:

- **Scalability** - Desire2Learn is an industry leader for scalability and reliability. The Desire2Learn system can scale to an unlimited number of users to meet your needs, and has a proven track record of protecting learner data.
- **Advanced Enterprise Architecture** - The Desire2Learn Learning Environment empowers you to break course boundaries with its unlimited organizational and role-based architecture. You retain complete control of the structure of your offerings by creating an unlimited number of custom organizational units and roles. You can also set advanced access and security permissions for roles at any level of your organization, a unique feature to the Desire2Learn system.
- **Standards and Accessibility** - Desire2Learn is leading the industry in support of significant open specifications, standards and support for accessibility. We believe teaching and learning should be the focus, and technology should be invisible to the end user. To accomplish this goal, we continually strive to improve support for open standards and ensure the Desire2Learn Learning Environment is accessible to all.
- **Reporting and Data Warehouse** - Reporting is a key enhancement of Desire2Learn's Learning Environment 8.1. A separate data warehouse has been developed to store the information the Learning Environment is logging and improve performance as a result. All data in the data warehouse is documented in the data dictionary. This data enables third party tools to build reports and facilitates data mining.
 - **Flexible report definitions** permit a large number of reports to be created from a base set or datasets while multiple render types enable a variety of report formats to be created. Report data can be saved to a CSV file allowing for offline analysis and correlation with external third party tools. It can also be filtered by organization unit, organization unit type, user, role, date range, or tools to create customized reports.
 - **The Learning Environment 8.1 has enhanced logging.** More information regarding the user's interaction with the system is tracked. This includes login reports, course activity, enrollment reports, grade reports, disk usage for course content, server performance, and competencies increasing the number of available reports.



Some Desire2Learn Statistics and Reports Available

- Integration** - Desire2Learn has built special middleware for the majority of system integrations enabling you to decrease time spent on integration and dramatically save on costs and maintenance, even for large organizations with multiple locations and systems. Through the use of out-of-the-box middleware components, web services, open APIs, and adherence to open standards and specifications (e.g. IMS-Enterprise), the Desire2Learn Learning Environment seamlessly integrates (real-time or snapshot) with many systems in your organization, including, but not limited to:
 - Student information system (SIS)
 - Authentication systems (e.g. LDAP, Active Directory)
 - Library systems
 - IT administration and human resource management systems (HRMS)
 - eCommerce systems
 - Email, calendar and portal systems
 - Other portal solutions and 3rd party tools
 - And much more
- Authentication Systems** - Administrators can protect access to individual courses with a username and password. The system can authenticate against an external LDAP server or use the Kerberos protocol. In addition, administrators can set up fail-through authentication against a secondary source (e.g. the system's own database) in the event that the primary source (e.g. LDAP server) fails. The Desire2Learn system can support multiple organizational units or organizations within one server setup and each unit contains its own unique database of users that can be authenticated against a different source. The Desire2Learn system also offers a password reminder option and learners can maintain their own passwords. Administrators can

- set password length restrictions and require password changes after the initial logon and/or after a specified period of time. User logins can be encrypted with the Secure Sockets Layer (SSL) protocol.
- **Registration Integration** – Administrators can batch "add learners" to a course using a delimited text file. The software supports integration with SCT Banner, Peoplesoft, Datatel and other student information systems (SIS), including home-grown systems. The Desire2Learn software is compliant with the IMS Enterprise Specification and works with other XML, Web-services, or batch-transfer processes. Tested with millions of enrollments, the Desire2Learn system can support multiple SIS integration in cases such as a large university consortium. Desire2Learn also provides a self-registration and an optional eCommerce tool.
- **External self-enrollment** - Course offerings that allow self registration can also allow registration from external users (users who do not already have a login or userID for Desire2Learn). When the property "Allow New Users" is selected within a course offering's self registration settings, the course offering will appear in the list of courses available for self registration to external users.

Desire2Learn
Online Courses

Home External Self Registration

Login

[Forgot Password?](#)

Username:

Password:

Please note your password is case sensitive.

[System Check](#)

Welcome

The Desire2Learn portal offers you the opportunity to view our award-winning eLearning programs. Please log in to view our courses and take some time to familiarize yourself with our customizable Learning Management System. Our courses demonstrate our dedication to designing and supporting exceptional eLearning solutions for organizations.

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Login Page with External Self-Registration Enabled

- **Calendar Tool** - A multi-tiered calendar system will allow administrators to create calendars and add items, but restricting participants in adding to the higher-level organizational calendar. Each user type has different privileges, allowing only certain types of events to be added to the calendar. Each user's calendar shows all events relevant to the user, regardless of organizational level.

6.8.12.1 Course creation and management, including copying existing courses for a new semester

Desire2Learn Response:

Yes, the Desire2Learn system supports granular copying of content from previous offerings. This allows you to create a new course offering based upon content from another course within seconds.

Desire2Learn system is designed to support your approach to teaching and provides robust tools to assist you in content design, creation and delivery. Desire2Learn's content management system consists of the following tools/features:

- **Manage Files** – Designed for users to easily upload, organize and develop content. File types are easily identified with a visual icon for users.
- **Manage Content** – Enables users to create modules and topics, and edit and arrange content within the content tool for course participants. This tool contains multiple useful editing features to assist course designers with developing content.
- **Content Display Settings** – Can easily modify the lay-out of content by adjusting enumeration and format display strings.
- **Advanced Editing Capabilities:**
 - **HTML/WYSIWYG Editor** – Built in HTML Editor and “what you see is what you get” editor enables users to modify content directly online. Changes are reflected immediately in content.
 - **Editing** – Can release and hide topics, QuickLink to various other tools directly from content, and time release modules and topics. There is a designer comments area to keep track of changes
 - **WebDav/DreamWeaver** – Enables course designers to edit material offline and have changes reflected online.

The Desire2Learn Environment provides tools to save time and increase efficiencies by offering one-click edit functionality of topics and content management tools which are easy-to-use and are always available, including:

- **Import and Conversion** - The Desire2Learn system supports easy content import from other competitor products, IMS-Content Packaging, and is certified for SCORM 2004 and SCORM 1.2 RTE 3. The import process can be very granular – for example, an instructor can select to bring in one quiz (or even one question), a module, and the dropbox files instead of the entire contents of a package.
- **Copying Components** – The Desire2Learn system supports granular copying of content from previous offerings. This allows you to create a new course offering based upon content from another course within seconds.
- **Exporting Courses** – Our standards-based approaches to our platform doesn't just stop at course import; it also includes the granular exporting of content, quizzes, and all key tools and content from Desire2Learn. This assists you in sharing content to and from other organizations.
- **Upload Content** - Upload and/or manage existing content directly from your desktop using drag-and-drop functionality or use the Desire2Learn file upload utility with optional zip/unzip functionality.
- **Manage Content** - The Desire2Learn system enables you to create a proper web-folder structure allowing you to organize your content, images and multimedia in appropriate folders and/or sub-folders.

- **Create Topics/Modules** - Create topics or modules easily using the Desire2Learn content management tools. Create topics using the Desire2Learn HTML editor, existing content, or Desire2Learn Quicklinks to link to quizzes, discussions tools, or Learning Objects.
- **Compose a Syllabus** - Design a syllabus by simply uploading an existing file (HTML, Word, PDF, etc.) or creating a new syllabus using the Desire2Learn HTML editor. The HTML editor enables you to quickly copy and paste content from other files.
- **Create Links** - The Desire2Learn system enables instructors without HTML/URL knowledge to create links (with a few clicks), using the Desire2Learn Quicklinks tool, to any resource within the system (e.g. a particular quiz, specific topic, self-assessment, dropbox folder, survey, etc.).
- **Create Course Templates** - Design course templates containing either layout or content at any level above the specific section level. Instructors can create announcements, calendar entries, discussions, links, syllabus, course descriptions and other course content using templates created by a "what-you-see-is-what-you-get" (WYSIWYG) content editor, or upload and choose content from the system-wide content library.
- **Integrate CD-ROM** - Integrate multimedia rich content on CD or DVDs easily with in the Desire2Learn Learning Environment.

6.8.12.2 User creation and management, including account permissions management

Desire2Learn Response:

Course authentication is performed based on enrollments and roles. Administrators, or those given appropriate permissions, can enroll users within courses and other organizational units within the platform with a particular role. Based on that role, the user will have access to the particular course, and a specific set of privileges. The privileges the user has within each course are determined by the permissions associated with their role in that course. A user can have a different role in each course, and hence, different privileges.

Administrators can batch "add learners" to a course using a delimited text file. The software supports integration with SCT Banner, Peoplesoft, Datatel and other student information systems (SIS), including home-grown systems. The Desire2Learn software is compliant with the IMS Enterprise Specification and works with other XML, Web-services, or batch-transfer processes. Tested with millions of enrollments, the Desire2Learn system can support multiple SIS integration in cases such as a large university consortium. Desire2Learn also provides a self-registration and an optional eCommerce tool.

6.8.12.3 Archiving

Desire2Learn Response:

Yes, courses can be archived either in the optional Learning Object Repository or as a Course Template (and activated when required). Related to data, all data are automatically archived and will only be eliminated from the system if manually erased.

6.8.12.4 Producing and tracking system statistics

Desire2Learn Response:

Yes, a key enhancement of Desire2Learn's Learning Environment 8.1 is the new data warehouse and reporting tools. A separate data warehouse ensures you do not affect system performance for learners and instructors while being able to have a stable data set to build custom reports on dozens of metrics. A full data dictionary is available for the data warehouse allowing clients to pull data out of the Desire2Learn system and combine it with other data to create custom reports or for data mining with third party tools. Custom reports can also be built using Desire2Learn's reporting engine.

The Desire2Learn Learning Platform retains all activities by all users within its database for ease of access and for reporting purposes. This includes all contributions to discussions, chats, all quizzes, surveys, grades and much more. This wealth of information is available to administrators through the SCORM compliant Reporting Tool. With a form-based interface, custom reports can be generated to access the data at any level of granularity or reports can be selected from a large number of standard reports.

Additionally, the software provides inherent performance and monitoring applications, including:

- Real-time monitoring of the application
- Pager messages to Desire2Learn Support
- Optional pager messages to client
- Pre-emptive monitoring through a web-based client (available to client) to track any issues that may be starting to appear or look like symptoms of resource issues - tracks broken links, database connection issues, etc.
- Online logging and reporting tools of resource usage

All key resources applicable to the running of the Desire2Learn application can be monitored through the Windows Performance Monitor tool. The key metrics referenced above are made available such as CPU usage, disk utilization, queued HTTP requests, database connection counts, RAM utilization, etc.

6.8.12.5 Producing usage statistics reports that includes minimally the number of courses taught, number of students in each course, number of instructors per semester, and file size of each course.

Desire2Learn Response:

Yes, the Reporting tool provides a useful interface through which administrators can create reports detailing system activity. Whereas the previous version of this tool contained a select set of pre-defined reports, the new Reporting tool is more flexible, enabling the user to select a wider variety of data to report on as well as shaping the reports through the use of filters and other parameters.

The data that are available to report on is contained in **Datasets**. Datasets are predefined categories of data (e.g., Users or Organizational Units). Once you have chosen a dataset to report on, you can then select a **Render Type**, which is the format that the report displays in (e.g., a bar graph or a table). You can then narrow down your report by adding custom filters. Filters constrain the information to only show you specified and relevant results as you require them.

The Reporting Tool allows you to choose from dozens of standard reports or to create custom reports through its form-based user interface. Examples of reports include:

- Scheduling/registration/enrollment Reports (classes, instructors)
- Training/progress/status Reports (Class roster, training hours by department, list of employees that have taken one or more courses, list of employees that have not taken one or more courses, employee progress, graphical representation of training department by department, unit, team etc)
- Skills Assessment and Competency Reports
- Budget Reports (budget vs. actual cost of training, charge back reports)
- Content Management Reports
- Course Catalog Reports

6.8.12.6 Batch utility to create, copy, archive, and delete courses and users

Desire2Learn Response:

Yes, the Desire2Learn platform can be configured for the batch import/export of virtually any type of standards compliant data, including entire courses. Desire2Learn has extensive experience in converting content and courses from other platforms), and provides full support for **IMS Course Packaging (IMS-CP)** and **IMS-QTI** – the industry specification for importing courses.

Desire2Learn provides a tool, at no additional cost, to convert and improve courses from other proprietary platforms such as WebCT and Blackboard, and standards-based platforms. This tool is imbedded in our course platform for instructors to convert/import single courses. Additionally Desire2Learn offers an interface for our batch course conversion tool which can perform many, many conversions in a short period of time.

Desire2Learn can also batch import/export user data through its unique middleware. We can support integration with systems through real-time or snap-shot methods. The system can handle imports from .csv files, xml, standards based formats such as IMS Enterprise, direct integration through ODBC, web services, etc. The middleware tools Desire2Learn has built allow for merging datasets, and running different filters/rules against the data before importing it into the system.

Desire2Learn's Holding Tank 2.1 is a means through which course and user information stored in your existing user management system is integrated into the Desire2Learn platform.

For batch processing, data is retrieved from your SIS system and stored in a readable file format (XML or flat file). For real-time processing, the information must be formatted in an XML stream that can be directly sent to the Holding Tank

database. This data is then imported into the Holding Tank where it resides, waiting further processing. Site Administrators can select and bring courses into the Desire2Learn platform along with their proper enrollments, or an automated process will format and move the data from the Holding Tank database into the Desire2Learn Learning Management System (LMS) database.

Batch jobs can be performed to replicate data in the active database to archive completed courses to an offline database. Batch jobs also exist to remove courses from the active database once they have been replicated, using a full backup procedure.

Completed courses can also be extracted to a file system which allows for a completely non-database representation of a course. This capability is very useful for the creation of CD course archives which can be distributed to students.

6.8.12.7 Resource monitoring and management

Desire2Learn Response:

We provide the following services:

- Check backup logs and minor system checks daily
- Review system statistics weekly and monthly for issues associated with Bandwidth usage
- Run security checks
- Security and system patches can be installed automatically, but this may also be done manually
- Ensure the virus check system is running properly.
- The majority of other tasks such as database maintenance, backups, etc. are automated

Desire2Learn does not provide the OS or database patch unless the customer is hosted by Desire2Learn. Desire2Learn has a monthly maintenance window to apply regular patches and, if the need arose for a high-priority patch for security or performance reasons, we would schedule an emergency maintenance window.

We have technology that can roll out patches immediately (similar to Windows Update). If desired, our system upgrade team can make changes to code, database structure, and more – all done remotely. We also have software that allows us to verify versions of every component on the system to determine any differences between code versions.

Bug fixes or minor enhancement requests are implemented, tested, and integrated seamlessly between major releases and can be applied at the level of individual instances.

We currently provide automatic notification to an administrator of broken links within the Desire2Learn system. We are also planning to build a spider or some other tools that will allow for checking of broken links on external sites.

Additionally, the software provides inherent performance and monitoring applications, including:

- Real-time monitoring of the application
- Pager messages to Desire2Learn Support
- Optional pager messages to client
- Pre-emptive monitoring through a web-based client (available to client) to track any issues that may be starting to appear or look like symptoms of resource issues - tracks broken links, database connection issues, etc.
- Online logging and reporting tools of resource usage

Desire2Learn provides a variety of reporting tools and processes for monitoring system and application performance. Regarding capacity management and planning functions we typically use these in combination to access the requirement for future planning.

For monitoring and capacity management of specific implementations for individual clients we use LiveStats XSP 7.06b for Platform usage statistics. This tool provides detail statistics and analysis of the following functions:

- Live statistics on active users in the system including:
 - i. IP address of user
 - ii. User geographical location
 - iii. Time spent in current session
- Implementation web traffic reports including:
 - iv. Visits
 - v. Page hits
 - vi. Page views
 - vii. Bandwidth
 - viii. Downloads
 - ix. Page views per visit
 - x. Time spent per visit
- Specific page reports including:
 - xi. Total page views
 - xii. Total historical page views
 - xiii. Forecasted page views
- b. Browser breakdown statistics

This tool, in combination with our other reporting and monitoring tool set, will provide the client with a very dynamic and rich data set for capacity management and planning.

6.8.12.8 Administrative user roles

Desire2Learn Response:

Yes, because of our flexibility, we offer the ability to have (based on best practice) a single, high-level administrator and subservient administrator roles for various learning organizations, colleges, departments, etc. (with administrative control pushed down to administrators with highly configurable permissions).

6.8.12.9 Describe in detail the types of administrative reports that can be prepared.

Desire2Learn Response:

As with all of the Desire2Learn products, our unique architecture allows you to control, administer and report on any level of the organization. Organization level, campus level, department and even user level reports can be generated on any information in the system.

The default reports (in graphical and table format) include:

- User Access Reports, such as:
 - Number of users who have (have not) successfully logged in
 - Total number of active sessions over time
 - Number of active sessions by role over time (all departments/campus)
 - Comparison reports, such as active sessions over time by department, campus, or other organizational unit
 - Total number of users online over time
 - Comparison of users online by department over time
- Enrollment Reports, such as:
 - Number of course enrolments for each department/campus/etc
 - Number of course enrolments for each role in the system
 - Number of course enrolments over time
- Communication Tool Reports, such as:
 - Number of discussion posts for each department/campus/etc
 - Number of discussion posts for each term/semester
 - Number of discussion posts over time
- Assignment Management Reports, such as:
 - Number of submitted files for each department/campus/etc
- Space Usage Reports, such as:
 - Space usage reports for dropbox files
 - Space usage reports for locker size by departments/campus/etc
- Content and Course Reports, such as:
 - Number of content objects by department/campus/etc
 - Number of content objects by term/semester
 - Number of courses offering enrolments by department/campus/etc over time
 - Number of content feedback objects by department/campus/etc
 - Number of content feedback objects by term/semester
 - Number of surveys by department/campus/etc
 - Number of surveys by term/semester

6.8.13 Additional Functionality

Describe in detail any additional functionality that the product provides for in the proposed LMS system including interoperability with third party learning applications and tools such as PDAs, “smart” phones and mobile phones. Explain why this functionality is important to such a system.

Desire2Learn Response:

We currently do not provide the compatibility with the handheld devices. We have provided this in the past (4 years ago) but unfortunately the system was ahead of its time. We are intending on building mobile version of Desire2Learn tools with 8-series, and are now taking design input from clients.

We do have several clients that have built special applications to integrate the iPaq. We provide many personalization options, however to reduce the frames used in the system so that our web pages can be viewed using modern mobile browsers that support JavaScript

6.9 Technical & Architecture Requirements - Narrative

6.9.1 Architecture

Describe the overall technical architecture that the product(s) requires, including other relevant products upon which the product relies.

Desire2Learn Response:

The Desire2Learn platform operates on three-tier web architecture. The web and application tiers are implemented using Microsoft Internet Information Services and Windows COM+ technology. The database tier is implemented using either Microsoft SQL Server 7 or Microsoft SQL Server 2000 and can be clustered.

Desire2Learn's architecture is an industry leader in robustness, scalability and reliability. Several of our clients have implemented with over 250,000 users working with a small fraction of the hardware that would be usually be required. Our scalability provides greater opportunity for collaboration across different programs and offerings.

The **Desire2Learn Platform** is comprised of three levels. Each level contains certain abstraction and encapsulation of Desire2Learn components for scalability and flexibility factors. This architecture gives the flexibility of hosting multiple Desire2Learn organizations while having the capability of sharing certain resources, including hardware costs, and software licensing.

Installation: A configuration of hardware and software that together, constitute the Desire2Learn Platform.

- Hardware Architecture and Configurations
- Software Dependencies (Operating System, MS SQL, IIS)
- Third Party Tools
- Desire2Learn Common Libraries
- Desire2Learn Service Manager

Instance: A version of the Desire2Learn code (code and the database) that was deployed on an installation. An installation can be running one or more instances.

- Learning Management System (LMS) Database

- Learning Object Repository (LOR) Database
- SIS Integration Database (Integration)
- LiveRoom (Chat/Canvas) Service
- Email Service
- File Content Data
- D2L Web tools and Instance Libraries
- Reporting Database

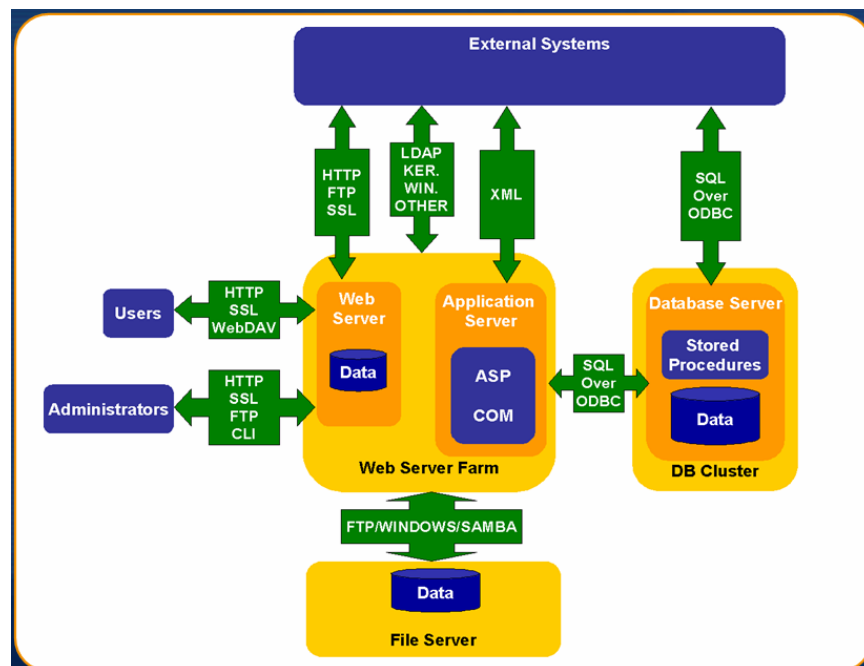
Organization: A web site that is branded for a specific organization running on an instance. An instance can have one or more organizations.

- Websites and Branding
- Configuration Variables
- Blogging
- Users and Roles
- Chat/Canvas
- Learning Object Repository
- Courses, Quizzes, Discussions, etc.
- Competencies

6.9.1.1 Clearly note what part the software provides. Descriptions should include a high level diagram.

Desire2Learn Response:

Desire2Learn's platform is on the application layer. Desire2Learn's architecture and interfacing technologies are shown in the following diagram.



6.9.1.2 Along with the overview, give a more detailed description of the portions of this architecture that directly pertain to the product(s) and a discussion of what processing is done on each tier, the component-to-component communication protocols, and a description of the contents and sizes of the network packets exchanged by each tier.

Desire2Learn Response:

The Desire2Learn platform runs as the application tier, utilizing the database where all user data is stored and the file server where content, documents and other files are stored. Desire2Learn utilizes a separate file server to maintain database performance and to enable the unmatched scalability of our platform. This architecture also enables superior failover and redundancy management and the entire system can be easily backed up daily. We made a deliberate decision to avoid the reliability and data-loss problems of a flat-file architecture that most campus edition LMS products run, by designing an enterprise system using relational database architecture from day one.

The database tier is implemented using Microsoft SQL Server 2000 and can be clustered. User-state is stored in the database so if a load balanced application server goes down there will be no effect for the user -- they will not even notice!

An optional file server can be used to store all non-content files on the system such as personal locker files, discussion attachments, or drop box assignments. The use of an external file server is fully supported by the Desire2Learn platform, and is determined by the capacity requirements of the System.

Front-end Layers

These can allow anonymous access and load balancing for better performance. Commonly referred to as Application Servers, they contain:

- Web Components (Website and Application Files)
- Email Components
- LiveRoom Components

Back-end Layers

These allow trusted servers access only. (Enhanced security since only the Front-end layer servers can communicate with them.):

- Database (LMS, LOR, SIS, Reporting, etc ...)
- File System (Course Content Files, User Files, etc ...)

Since the Web Server and Application server both reside on the same platform (Microsoft Internet Information Services), no extra communication software is needed between the first and second tiers of the application. Connectivity between the Application and Database servers is facilitated by an ODBC connection using Internet Protocol (Ipv4). The ODBC packet size can be determined by the system administrator. The default packet size is 512 Bytes. No extra communication software is required to connect the application and database servers.

6.9.1.3 Describe the ability to support mirrored/redundant servers.

Desire2Learn Response:

The architecture enables superior failover and redundancy management and the entire system can be easily backed up daily. Desire2Learn supports a fully redundant system capable including load balancers, front-end web application servers, clustered database servers and enterprise file storage.

Database servers can be clustered in an active/passive cluster allowing for failover. In the case of a database outage, the passive database server would take over with little to no down-time.

File system backups can also be done to a local drive, which performs very quickly. The local backup can then be backed up to slower media (e.g. tape drive) when it will not affect the production environment. File system backups can also be done by synchronizing changes to another mirror drive in real-time. Using a tape backup system or other media, backups can be made from the mirror location which does not affect the production system

Backup schemes are designed as per the client's need. Desire2Learn has experience with both full daily backup schemes and incremental schemes, and we will be happy to develop a scheme that will meet your needs.

6.9.1.4 Provide technical details on how the system provides for high availability including support for session fail-over, load balancing, and server clustering. Also identify any additional hardware, software, and licenses this would require.

Desire2Learn Response:

Each hardware component within the Desire2Learn installation can be redundant to prevent a single point of failure. Application servers can be load balanced to prevent outages for the application/web server. Using a software or hardware load balancing appliance, and number of application servers can be scaled outwards allowing for scalability and high-availability.

Redundant load balancers provide distribute both front and back end loads over multiple servers offering increased efficiency and performance using the best available connection paths and server resources. Moreover, load balancers protect against hardware failure by adding another layer of fault tolerance to our high-availability hosting environment.

Load balancing is recommended for larger-scale applications, and certainly in installations with over 25,000 users. Desire2Learn will work with your institution in validating proposed hardware configurations for self hosting, if you choose to do so.

The following are used in Desire2Learn's hosting facility and are also recommended for self hosting situations.

Network Load Balancer (NLB): Used to distribute incoming requests throughout the server farm. A second appliance can be added to operate in Full N+1 redundancy. The NLB selected supports full High Availability fail over.

Load-Balanced Web Application Servers: Load balancing allows an incoming request to be hosted by one of X web servers.

6.9.1.5 Identify all supported protocols for communication between the various tiers. Where appropriate, identify supported standards, version numbers, and any network communication software that is required, but is not supplied, with the system.

Desire2Learn Response:

The Desire2Learn platform utilizes standard communication methods and protocols for a TCP/IP network including: HTTP, FTP, SSL, LDAP, XML, and CLI.

If the application servers and database servers are geographically dispersed and do not reside on the same LAN or VLAN, it is recommended to interconnect them via a VPN. A VPN can be established using either the inherent L3 IPSec functionality in Windows 2000 Server (secpol.msc) or by using an external VPN router and maintaining a dedicated interface on the Application and Database Servers for the VPN.

It is also important to note that Desire2Learn's architecture integrates readily with geographically dispersed servers that you may have, such as video streaming servers, file servers, etc. as well as other third party systems you may be integrating.

The main component of the Application server is Microsoft Active Server Pages. ASP is used to process HTTP requests and interact directly with the Database using SQL over an ODBC connection. Specific tools within the Desire2Learn platform are powered by Compiled COM objects which are also accessed through ASP. The COM objects interact with the Database directly using an ODBC connection. The Application Server also supports an XML interface for extendibility to external systems.

The majority of the system logic for the Desire2Learn platform resides in the Database server in stored procedures. External systems can interact with the database server through an SQL ODBC interface.

6.9.1.6 Describe how the system, in a centralized setting, will support multiple institutions delivering courses from the same system (hardware configuration and software). Some of these courses may be delivered as a distinct offering by an institution and/or as part of an offering shared by multiple institutions.

Desire2Learn Response:

Multiple colleges/schools, data systems and roles are easily handled by the Desire2Learn platform. Desire2Learn has proven its reputation as the most robust, scalable and reliable eLearning system for higher education in North America. With single instance consortiums, such as the Minnesota State Colleges & Universities, the University of Wisconsin System, Calgary Board of Education and others,

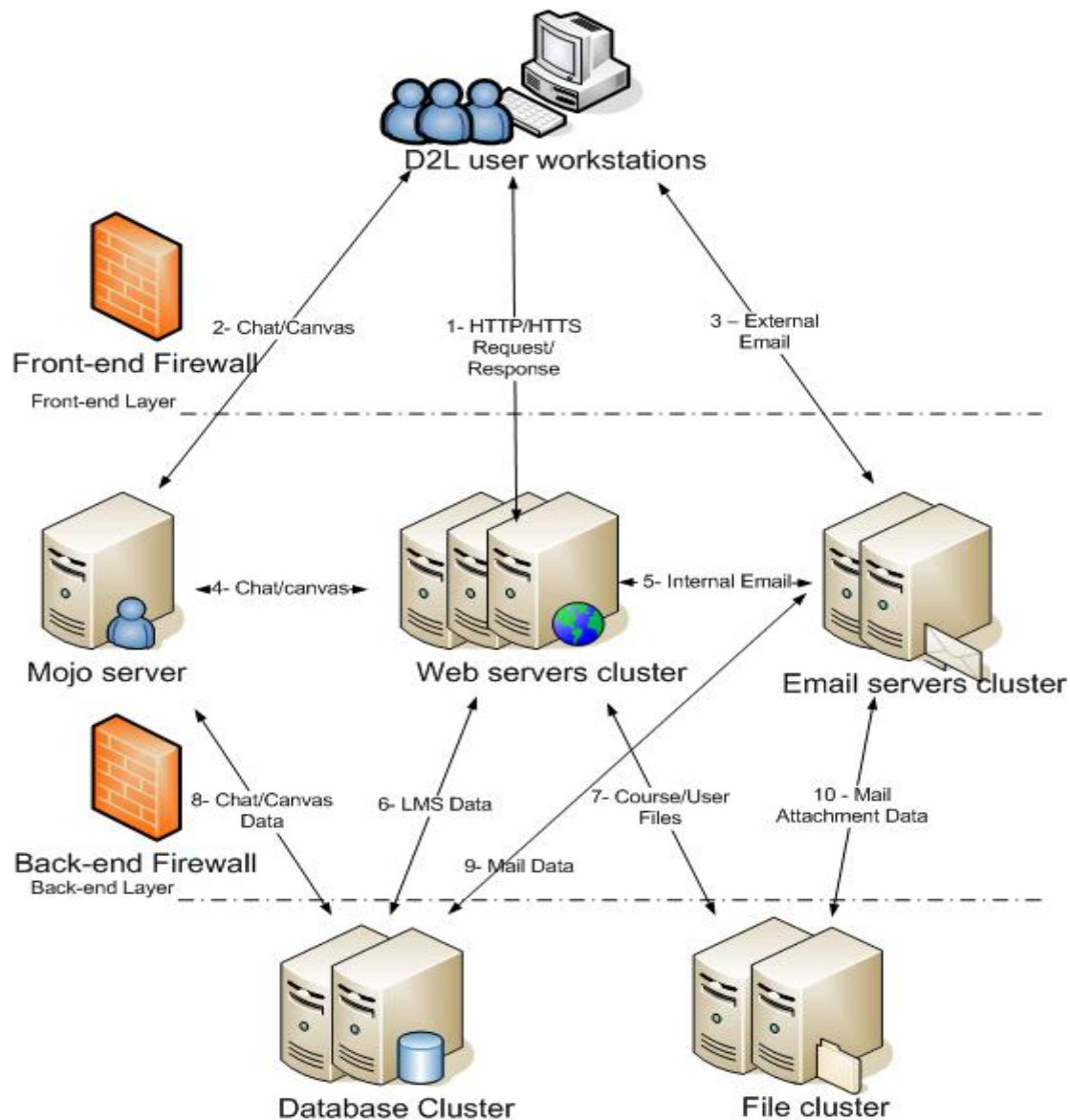


Desire2Learn has demonstrated 99.996% or better uptime in service of more than 200,000 users on one instance.

No other platform has implemented any instance on the scale of several of Desire2Learn's largest clients. We can scale to any number of users to meet your needs. We are the industry-leading provider of scalable enterprise eLearning with the largest active implementations in North America in Wisconsin, Minnesota, and at our hosting facility. Desire2Learn has several implementations with over 100,000 students using the same hardware infrastructure. In Wisconsin, we have 250,000 students using the system and in Minnesota we have rolled out our platform to a system with over 370,000 students. All of our clients use a single instance of Desire2Learn.

We have done strenuous load testing in a Microsoft certification facility to determine the maximum user levels. Currently we anticipate scalability to at least one million users on a single instance and sharing one license, all hardware and maintenance/administration costs. The maximum limitations to users are ultimately determined by the upwards and outwards scalability of the platform which is estimated to be in the tens of millions of users. There are no known limitation(s) on scalability that exist.

How Multiple Server Environments Communicate



#	From	To	Port Type (Port)	#	From	To	Port Type (Port)
1	User	Web	HTTP/HTTPS (80/443)	6	Web	Database	DB (1433)
2	User	Mojo	Mojo.Client.Port (5222)	7	Web	File Server	SMB (139/445)
3	User	Mail	SMTP (25)	8	Mojo	Database	DB (1433)
4	Web	Mojo	Mojo.Remoting.Port (4000)	9	Mail	Database	DB (1433)
5	Web	Mail	SMTP (25)	10	Mail	File Server	SMB (139/445)

6.9.1.7 Describe how the system, in a distributed setting, will support any sharing of courses, content, etc. between multiple institutions.

Desire2Learn Response:

One Desire2Learn platform could host an unlimited number of institutions – each with their own look, feel, and role permission setup.

Offering this functionality has allowed Desire2Learn clients to configure an e-Learning platform that represents their organizational structure to meet all of their specific functional needs. The figure below is an example of how a consortium of school districts could be organized. (This, of course, will parallel the SD Board of Regent's organizational structure with multiple institutions of higher education.)

Note: The Faculty Organization used here is a center for shared resources and best practices for instructional designers in the platform.



Desire2Learn Organizational Unit and Role Example

Desire2Learn's platform has been built in a modular fashion since its inception. This modular approach reflects Desire2Learn's philosophy of recognizing the unique individuality of every one of our clients and users. The wide variety of our client needs drove us to this modular approach beginning with the first client, the University of Guelph. Each of the tools is a modular piece that resides upon the core system framework. Tools are developed and tested as modules and an individual tool is often developed further to implement client specific feature enhancements. A version of the Desire2Learn platform is a collection of latest version tool modules that are tested together in an integrated fashion prior to release. Web based administrative configuration functions allow users to "turn on/off" tools on an organizational unit basis. This allows campuses, departments, faculty or other users to control the modules used in their own environment and allows Desire2Learn to better serve the varying needs of users than any other eLearning platform in education. For the South Dakota Board of Regents, each campus can be an organizational (org) unit with its own unique administration, roles, org structure and configuration. Different student information, financial, authentication, library, bookstore and other systems can be used with Desire2Learn from one campus to the next. Each department, faculty member or other user can choose the modular tools and other configuration choices they wish to use individually. With Desire2Learn, the power of choice is readily available to all.

With this underlying architecture, it allows you to provide individual campuses, programs, or instructors with autonomy while still having the efficiency of one platform/installation. It also provides a strong foundation to build and grow with tremendous ease in the future.

6.9.1.8 Provide the technical details on how the system allows individuals to work “offline” and synchronize their work with the system when they are online.

Desire2Learn Response:

Because the Desire2Learn platform is 100% browser based, Internet connectivity is required for use of the platform. Content can be archived and transferred to a CD for offline course/content reviews. The capability to synchronize with various laptops and PDAs using existing synchronization methods is currently being developed and will be available in future releases of the product. We are also working on several off-line tools that provide synchronization with the system, but none of them have been released from our R&D labs at this stage.

Custom synchronization development is available as a professional service.

An offline spreadsheet workbook to greatly enhance the ability for instructors to work offline with all of the Desire2Learn tools is available. From this tool instructors will be able to manage grades, news items, discussion postings, quizzes, calendar events, and more.

Students can compile the content for printing and save that view or download the content for an entire course. Instructors can also publish course content on a CD-ROM that can be linked to dynamically from within the online course or viewed offline.

Instructors can create custom reports on user and question data, and can choose to release the reports to specific users, or export to an offline file.

Instructors can store their work in our Learning Object Repository and perform an online transfer by using our online content creation wizard and the WYSIWIG editor.

Instructors can import/export the Gradebook to an offline format for additional reporting and analysis.

Desire2Learn currently contains several tools that allow for offline work to be performed.

1. **Quizzing** – Questions can be created offline in text format and uploaded to the LMS.
2. **Grades** – Instructors can work offline with student grades in a spreadsheet tool like MS Excel.
3. **Administration Tools** – Bulk management of users and courses can be performed by creating offline text files and uploading them to the LMS.

The following instructor-based tools can be downloaded, worked with offline and synchronized in the Desire2Learn platform:

- Grades (Import/Export)
- Quizzing (Question Import from Text File)
- Content (Content Upload, Download)
- Users (User creation and management)

6.9.2 Operating Environment

6.9.2.1 Identify all operating systems, including versions, for which the application server components of the system are available.

Desire2Learn Response:

Application Server OS: Windows 2003 32-bit Standard Edition (up to 4GB)

The required and recommended compatible Application Server for the Desire2Learn platform is Microsoft Internet Information Services 5.0 or 6.0. This application is bundled with the Windows 2000/2003 Server platform.

The Tested Compatible Operating Systems to run the Application Server are:

- Windows 2000 Server
- Windows 2000 Advanced Server
- Windows 2003 Advanced Server
- Windows 2003 Datacenter Server

6.9.2.2 Identify all operating systems, including versions, for which the database server components of the system are available.

Desire2Learn Response:

The Desire2Learn Database Server currently runs on Microsoft SQL Server 7 or Microsoft SQL Server 2000. The Tested Compatible Operating Systems to run the database are:

- Windows 2000 Server
- Windows 2000 Advanced Server
- Windows 2003 Advanced Server
- Windows 2003 Datacenter Server
- Other servers that can run MS SQL Server

6.9.2.3 For new releases of the application server components of the system, identify the order, including elapsed time and versions, in which operating systems are supported.

Desire2Learn Response:

The Application Server components are forward compatible to all known future releases of the Microsoft Server products

Desire2Learn will maintain support for these products for as long as they are supported by their manufacturer.

6.9.2.4 For new releases of the database server components of the system, identify the order, including elapsed time and versions, in which operating systems are supported.

Desire2Learn Response:

The Database Server components are forward compatible to all known future releases of the Microsoft Server products. Desire2Learn will maintain support for these products for as long as they are supported by their manufacturer.

6.9.2.5 Describe how the system components can operate in an environment of heterogeneous computers and operating systems. Discuss the impact on the overall application architecture of independently changing the operating system of the database server. Provide a statement of commitment to supporting open architectures.

Desire2Learn Response:

Since we only support windows operating systems for servers (no unix, mac, netware, linux etc) and only support SQL Server (no IBM DB2, Sybase, MySQL) then we do not allow or support heterogeneous operating systems and databases. We only support MS Operating Systems and Databases.

6.9.2.6 Detail lost functionality, if any, for any browser listed in Section 6.4.3 not supported by the product.

Desire2Learn Response:

Desire2Learn supports all the browsers listed in 6.4.3. All common browsers still supported by their manufactures are supported by Desire2Learn, including:

For our current version we've supported our supported browsers since the version was released. The list of supported browsers is shown in the table below

	Windows						Mac OS X (up to 10.4)					
	IE 6.0	IE 7.0	Netscape 7.2	Firefox 1.5	Firefox 2.0	Mozilla 1.7	Netscape 7.2	Safari 2.0	Safari 1.3	Firefox 1.5	Firefox 2.0	Mozilla 1.7
Current Release	S*	P-S	S	S	P-S	M	S*	P-S	P-S	S	P-S	M

S: Supported, P-S: Pre-Support, M: maintenance, *: Recommended

Desire2Learn maintains compatibility with all common current browsers, and through our partnerships with browser suppliers we often have completed compatibility testing prior to a new version being available to the public.

Desire2Learn intends to remain compatible with all future versions of Netscape, Microsoft Internet Explorer, Safari, or Mozilla. Desire2Learn will maintain support for these products as long as they are supported by their manufacturer.

6.9.2.7 If the proposed product(s) support multiple operating environments, describe or recommend any preferred operating environment. For example, some products are supported both in Linux-based and Windows-based environments; however, because of architecture or other mitigating circumstances one is preferred over another.

Desire2Learn Response:

Desire2Learn supports both Linux and Windows. Desire2Learn has spent 100% of their time developing in the Windows environment.

Linux Environment

Preferred Configuration	Minimum	Recommended
CPU Model/Speed:	--	--
RAM:	--	--
Disk Space:	--	--
OS Version:	Linux (i.e., Red Hat 9)	Linux (i.e., Red Hat 9)
Browser Type and Version:	Mozilla 1.3-1.7	Mozilla 1.3-1.7
Other: Video	SVGA monitor ** set at a minimum resolution of 800 x 600 **	Resolution of 1024x768 or higher
Other: Java Plug-In Installed	Sun Java 1.4.2.xx	Sun Java 1.4.2.xx
Other: Java Scripts and Cookies	Enabled	Enabled

6.9.3 Server Systems

Web

6.9.3.1 Identify all Web servers (including versions) that work with the product.

Desire2Learn Response:

The required and recommended compatible Web Server for the Desire2Learn platform is Microsoft Internet Information Services 6.0. This application is bundled with the Windows 2003 Server platform.

6.9.3.2 What version of HTTP does the Web server use?

Desire2Learn Response:

The Web Server Processes incoming user requests using HTTP 1.1 protocol on IP v4.

6.9.3.3 Identify how SSL support and other security measures are provided.

Desire2Learn Response:

Secure Sockets Layer (SSL 3.0) is used by the Desire2Learn application for login purposes associated with user data and to transfer sensitive information such as Quizzing results and grades.

Server to Client communication uses 128 bit encryption using Secure Socket Layer SSL 3.0 to secure the transmission of sensitive information. Passwords are 40- or 128-bit encryption and SSL enabled.

You have the ability to set SSL either for the whole site or for individual tools using an administrative interface within the platform.

Application

6.9.3.4 Identify any dependent products needed by the application servers.

Desire2Learn Response:

The main component of the Application server is Microsoft Active Server Pages. ASP is used to process HTTP requests and interact directly with the Database using SQL over an ODBC connection. Specific tools within the Desire2Learn platform are powered by Compiled COM objects which are also accessed through ASP. The COM objects interact with the Database directly using an ODBC connection. The Application Server also supports an XML interface for extendibility to external systems.

6.9.3.5 List and describe the caching technologies used by the application servers.

Desire2Learn Response:

There are inherent Active Server Pages Session and Application variables that are stored in dynamic memory of the application server for the duration of a user's session. Caching is not used for dynamic ASP pages, but can be used for static HTML content pages if desired.

6.9.3.6 Does the application server support both command line and Web access for administrative functions?

Desire2Learn Response:

The Desire2Learn application server contains scripts that can be executed from the command line to automate the management of common application server tasks.

6.9.3.7 How long does it take to restart the services for the product? Identify typical scenarios and restart time ranges.

Desire2Learn Response:

Typical Application Server Restart Times are less than two minutes for a full hardware restart, and less than 30 seconds for an application restart. Specific times depend largely on the hardware platform being utilized.

Application Server Restart Times	
Restart Type	Time
Complete Hardware Reset	< 2 Minutes
Application Reset	< 30 Seconds

6.9.3.8 Does application require a dedicated server or servers?

Desire2Learn Response:

Yes, the Desire2Learn application requires a dedicated server.

Databases

6.9.3.9 Identify all database management systems (including versions) for which the system is available.

Desire2Learn Response:

Currently all deployments are using Microsoft SQL Server as the database platform.

The Database Server currently resides on Microsoft SQL Server 7 or Microsoft SQL Server 2000.

All data stored in the database can be managed through the tools provided with the Desire2Learn platform. In order to simplify institutional management we have created the DOME tool to modify system variable, objects, and forms stored in the Desire2Learn database. This allows Desire2Learn to incorporate all system modifications in an easy to use interface. In addition, in certain circumstances, the database can be managed through the use of Enterprise Manager, which comes as a part of the purchase of Microsoft SQL Server.

6.9.3.10 Describe the functional and technical differences, if any, of the system across the supported database management systems.

Desire2Learn Response:

There are no functional or technical differences of the system across supported database management systems other than transaction rate capabilities, in which case Microsoft SQL Server 2000 is able to handle more transactions.

6.9.3.11 Describe the database schema used by the product. Clearly show which portion of the schema uses which aspects of the system, for example user accounts.

Desire2Learn Response:

The Database Server is open for querying most tables within the platform. Permissions can be set to allow a 3rd party tool to add, delete, or modify records within some portions of the Database.

The specific tables and fields of the schema that can be modified are released on purchase of the product. Specific database schema is considered confidential and is not released to customers. This may be discussed during contract negotiation under non-disclosure.

6.9.3.12 Identify and discuss all components and objects of the system that are stored within the database. Include application data, user data, security data, application logic, program code, panel descriptions, menu descriptions, course content, stored procedures, etc.

Desire2Learn Response:

The majority of the system logic for the Desire2Learn platform resides in the Database server in stored procedures. The database is used to store all user and course data with the exception of the following, which are stored in a folder structure:

- Attachments (discussions, email, etc.)
- Course Content (topic files, images, animations, video, etc.)
- Student files submitted to the dropbox
- Locker files
- Other files uploaded to the platform

6.9.3.13 Identify and discuss all components and objects that are stored outside of the database.

Desire2Learn Response:

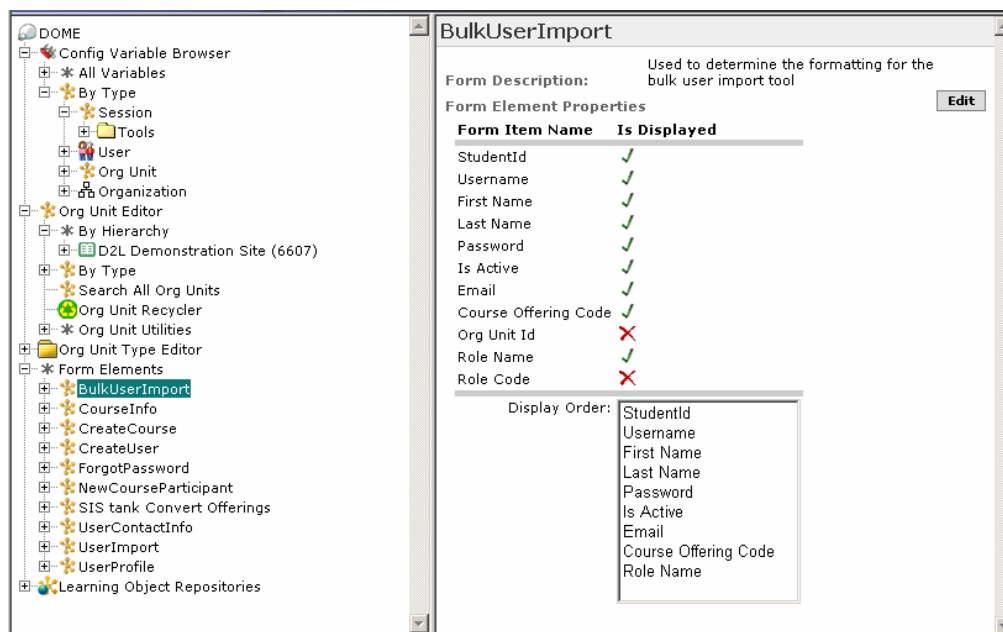
The database is used to store all user and course data with the exception of the following, which are stored in a folder structure:

- Attachments (discussions, email, etc.)
- Course Content (topic files, images, animations, video, etc.)
- Student files submitted to the dropbox
- Locker files
- Other files uploaded to the platform

6.9.3.14 Identify and discuss all tools available and especially required that are provided by the system for managing system objects that are stored within the database.

Desire2Learn Response:

All data stored in the database can be managed through the tools provided with the Desire2Learn platform. In order to simplify institutional management we have created the DOME tool to modify system variable, objects, and forms stored in the Desire2Learn database. This allows Desire2Learn to incorporate all system modifications in an easy to use interface. In addition, in certain circumstances, the database can be managed through the use of Enterprise Manager, which comes as a part of the purchase of Microsoft SQL Server.



Desire2Learn DOME Tool

The Desire2Learn Learning Platform can be integrated with ODS, warehouse, data mining, and other systems for additional processing. This type of integration can be

done with direct access to the Desire2Learn database to perform move data between systems, through APIs, and in the future with real-time data feeds. Web services, XML, or other approaches could also be employed.

The Database Server is open for querying most tables within the platform. Permissions can be set to allow a 3rd party tool to add, delete, or modify records within some portions of the Database. The specific tables and fields of the schema that can be modified are released on purchase of the product.

6.9.3.15 Does the database server support both a command line and Web access for administrative functions?

Desire2Learn Response:

Yes, the database system has both command-line and application access for administrative functions, but all administrative functions with respect to the Desire2Learn Learning platform can be administered through provided web-based interfaces.

6.9.4 Other Servers

6.9.4.1 Identify the server product (including version).

Desire2Learn Response:

The typical large implementation has support for load-balanced web application servers, a SAN for file storage, and clustered database. Other components of the system could include a separate server for synchronous server components, video streaming, or other enterprise components.

6.9.4.2 Describe the function of this product.

Desire2Learn Response:

NA

6.9.5 Server Side Component Technologies

Email

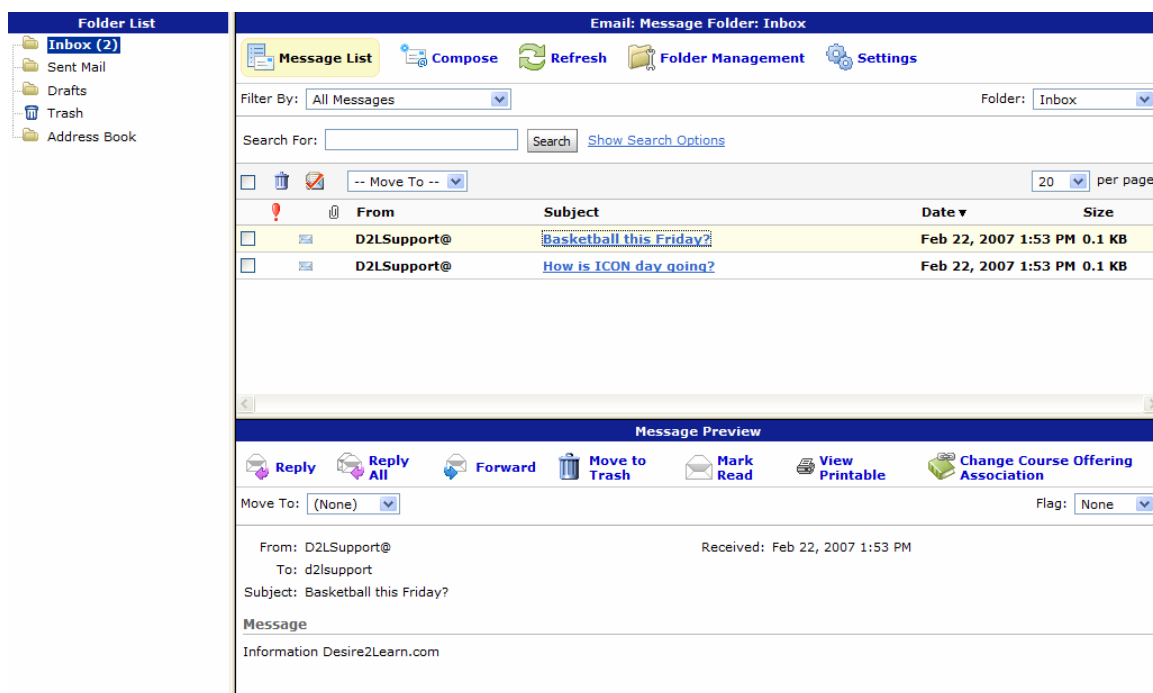
6.9.5.1 Which email protocols (e.g., POP3/SMTP/IMAP) are used and supported by Web-based e-mail services? Include any information regarding known limitations or inconveniences to users if e-mail is exchanged between the LMS product and 3rd party POP3/SMTP servers.

Desire2Learn Response:

The Desire2Learn platform contains a full-function email system that can be used to send mail both internally and/or externally. Administrators can configure the Desire2Learn mail system to restrict messages from being sent or received externally (to/from the public internet). Internal email addresses are provided in the system as a default.

Using the flexible roles and security framework of Desire2Learn, each role in the system can be given different permissions in terms of which roles they are allowed to send and receive messages to.

Please see figure below:



The screenshot displays the 'Email: Message Folder: Inbox' interface. On the left is a 'Folder List' with 'Inbox (2)', 'Sent Mail', 'Drafts', 'Trash', and 'Address Book'. The main area shows a 'Message List' with two messages from 'D2LSupport@'. The first message is 'Basketball this Friday?' and the second is 'How is ICON day going?'. Below the list is a 'Message Preview' for the selected message, showing the 'From', 'To', and 'Subject' fields, and a 'Message' body with the text 'Information Desire2Learn.com'.

Desire2Learn Email Tool

As a second option, however, users can set external email addresses to be used with the system's internal email from the My Preferences area on the user homepage, provided they have been given permission to do so.

The third option is for use of an existing email system instead of the internal system. The Desire2Learn platform can be integrated with any of the following Email Systems: Microsoft Exchange, Sun iPlanet, Microsoft IIS, and other IMAP or POP complaint servers.

All email technologies use the SMTP protocol.

The Desire2Learn platform can be integrated with any of the following Email Systems:

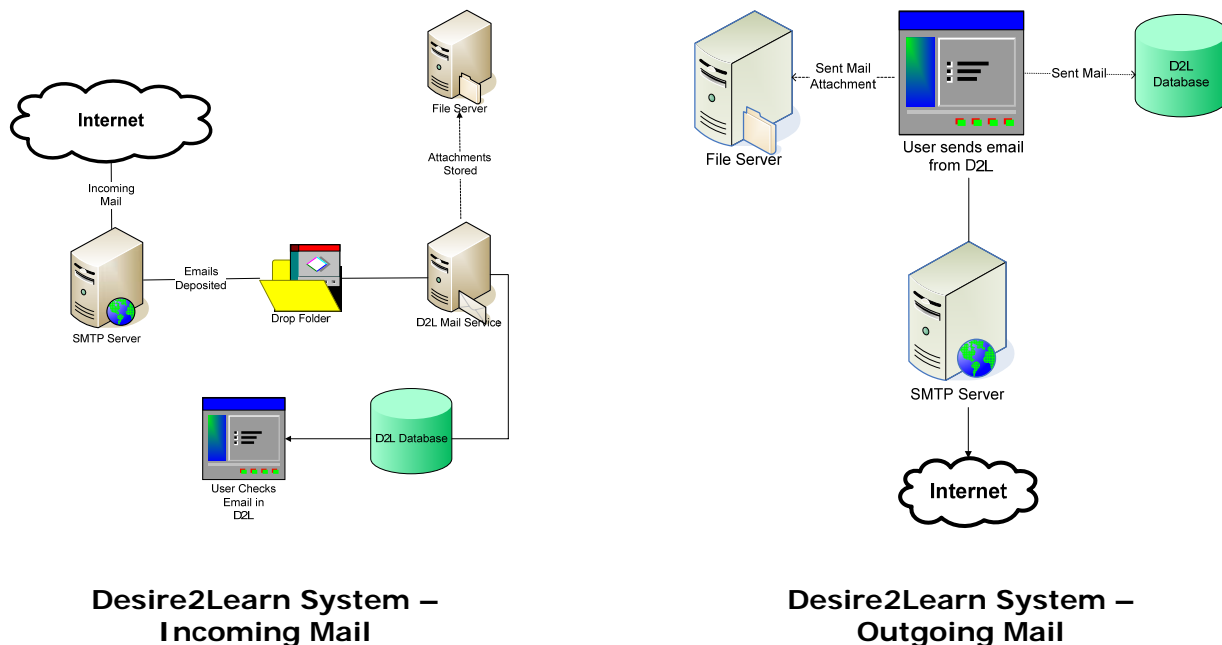
Product	Ability to Integrate	Details
Microsoft Exchange	Y	IMAP, SMTP and POP3
Groupwise	Y	IMAP, SMTP and POP3
Sun iPlanet	Y	IMAP, SMTP and POP3
Microsoft IIS	Y	SMTP
Other POP Servers	Y	POP3 Connection

Instructors and students can send email with attachments to users registered for a course as well as users outside the course environment. All modern file extensions for attachments are recognized by the Desire2Learn platform and displayed accordingly. We have no limitations on file attachments.

Our email tool provides the user with all of the features expected from a web-based email program and more, including:

- Multiple attachments with displayed file size
- Comprehensive address book (with group addresses), with administrative rule set for automatic population
- Folder manipulation
- Priority settings
- Email notification from anywhere within the site (unique to Desire2Learn)

The flow of email in and out of the Desire2Learn Platform is illustrated below:



6.9.5.2 Is the product capable of sending students automatically generated messages based on various conditional criteria? Describe any features of this kind or whether they

could be added.

Desire2Learn Response:

Yes, mail templates can be defined and customized. Our implementation services group would be happy to assist in the configuration of custom email templates that could be sent out to users based upon group enrollment. Additionally, the instructor has the ability to set-up custom email templates for individuals or groups.

Automated email notices are sent to participants for changes to their enrollment, for upcoming events, quizzes, assignments and other course activities. There are automatically generated receipts for students when assignments are submitted.

Notices of past due assignments, tests, etc. are sent through email notices and by using our Updates widget which each user sees upon entry to the system on each login.

6.9.5.3 Are instructors and students able to send e-mail with attachments to users registered for a course and to users outside the course environment? Include any limitations in this area, and indicate whether it is possible for an instructor to limit students' ability to e-mail outside the class environment.

Desire2Learn Response:

Yes, instructors and students can send email with attachments to users registered for a course as well as users outside the course environment. All modern file extensions for attachments are recognized by the Desire2Learn platform and displayed accordingly. We have no limitations on file attachments.

Our email tool provides the user with all of the features expected from a web-based email program and more, including:

- Multiple attachments with displayed file size
- Comprehensive address book (with group addresses), with administrative rule set for automatic population
- Folder manipulation
- Priority settings
- Email notification from anywhere within the site (unique to Desire2Learn)

Search Engine

6.9.5.4 Does the product provide a full-text search engine? If so, give the name of the product and list its major features.

Desire2Learn Response:

Yes, Desire2Learn offers full text search capabilities within the Learning Platform, plus the fully integrated content Learning Object Repository. Users can search within a topic or through a course, discussion, calendar, etc. and then set bookmarks in the content when found.

All relevant tools within the Desire2Learn platform have search engines. Desire2Learn currently has full integration with a search engine for purposes of content searching. The search capability of all of the query tools within the platform is managed through the unique role based/permissions security architecture of the Desire2Learn platform. Desire2Learn provides web-driven access to search through most tools and discrete data elements within the system.

6.9.5.5 Can a different search engine be used with the product? Is there an API that provides for an alternate search engine?

Desire2Learn Response:

No, there is not an API that provides for an alternate search engine. Our search engine is self-developed. It is a core component of our framework that is re-used across all its tools.

Through the use of the Desire2Learn Widget platform, the Desire2Learn application can also fully integrate with third party search engines such as Google.

6.9.5.6 List the features that use this search engine.

Desire2Learn Response:

The system allows students to use keyword search to locate course/learning activity information. Keyword search must scan fields such as Title, Course Description, Course Objectives, Course ID, etc.

Courses within the Desire2Learn platform can be searched for text strings within the content or any of the tools within the platform. The results of the search are highlighted for the user to quickly click off to the area of the course where the particular search match has been found. The search tool contains advanced search string capability and standard search operators.

Students will be able to search all courses that are listed in the online course catalog.

6.9.5.7 Can the search engine be used to search popular document formats such as Word documents, PDFs, etc.?

Desire2Learn Response:

Yes, this is possible in Desire2Learn's LOR if proper metadata provided for objects.

6.9.5.8 Describe which parts of the course can be searched, such as lecture notes, discussion messages, calendar entries, journal notes

Desire2Learn Response:

All relevant tools have search engines. These include Discussions, Content, Calendar, course catalog, optional Learning Object Repository, Glossary, Reporting

tool, Gradebook, Classlist, etc.

Web Services

6.9.5.9 Identify and discuss any Web services provided by the product.

Desire2Learn Response:

Desire2Learn has developed a unique middleware component built around the learning platform to integrate with other systems. Desire2Learn can import/export user data through this middleware. We can support integration with systems through real-time or snap-shot methods. The system can handle imports from .csv files, XML, standards-based formats such as IMS Enterprise, direct integration through ODBC, web services, etc. The middleware tools Desire2Learn has built allow for merging datasets, and running different filters/rules against the data before importing it into the system. All changes made to student data are logged in our system in a secure time-stamped audit trail. Some of the Web Services are SSO and LDAP authentications, Course Import Bulk Course Creation, SIS Integrations (Batch and Real-Time) and IMAP Email.

6.9.5.10 Describe the technology used by the Web services.

Desire2Learn Response:

We use XML as our development language. The Desire2Learn platform currently uses Microsoft XML Core Services (MSXML 4.0) as an XML parser and XML transformation service. XML is currently used for integration with IMS-Enterprise v1.1 or to build custom interfaces.

The course import and export functions use XML-based technologies and the IMS Content Packaging specification. The quizzing system can import questions and quizzes using the IMS QTI format which is also XML based. Integrations with external SIS systems will generally, but not always, use an XML-based format (e.g. IMS Enterprise).

Features that use XML include:

- 1) WYSIWYG (What You See Is What You Get) Editor
- 2) SIS integration
- 3) Course import
- 4) Chat/canvas
- 5) LOR (Learning Object Repository) – metadata taxon schemas
- 6) Bulk course create
- 7) Database access

There are several tools and languages that can be used by customers to modify the system. The Desire2Learn Platform allows the use of Widgets which are custom ASP pages that can be imbedded within the platform through a graphical interface.

A middleware interface allows the exchange of data with SIS and other 3rd party systems. The XML framework currently conforms to IMS Enterprise 1.1 with extensions for the Desire2Learn platform. Details regarding using the XML interface are released on purchase of the product. A summary of the Tools and Languages with their availabilities is given below.

Tool /Language	Details	Available For Customers?
Active Server Pages (ASP)	Handle Web Requests and Dynamically Generate Pages	YES-LIMITED Widgets
COM Objects – C++	Tools are compiled objects that are called from ASP	NO
Stored Procedures (Database)	Perform Table Operations by passing Arguments	NO
SQL Interface	Pass Queries directly to the Database Server	YES-LIMITED
XML Interface	Data Exchange with External Systems	YES

6.9.5.11 What Web services standards are supported?

Desire2Learn Response:

Web Services based on SOAP/XML are supported. Web services are implemented using .NET components and use SOAP as the protocol for use.

6.9.5.12 Identify and discuss any external Web services that the product uses or plans to use. (i.e., Web services that are not contained within the product offerings.)

Desire2Learn Response:

Web Services based on SOAP/XML are supported. Web services are implemented using .NET components and use SOAP as the protocol for use. As SOAP is one protocol for exchanging XML information over the web, we utilize SOAP for several integration components (e.g. federated searching with Merlot) and are investigating it as an implementation for a more thorough Desire2Learn API set.

6.9.6 Integration with other enterprise systems

6.9.6.1 Library Systems.

Ex Libris Aleph (used by the South Dakota Library Network). In this case:
Is the product capable of integrating electronic reserves, online journal articles, and virtual reference services from within courses?
Is a separate login required or can this be integrated with the sign-on services of the product?

Desire2Learn Response:

Desire2Learn provides the ability to integrate with library systems for single sign-on, integrated search, tracking and other functionality. The Desire2Learn platform can interface with any Library Subsystem by use of HTTP, XML, or SQL interfaces.

Additionally, custom library integrations have been previously done (e.g. eReserves), and can be performed on any library system that provides an interface to do so. This can be done through the use of:

- Web services
- HTTP-GET interface
- Other custom integration mechanisms

Desire2Learn enables you to link content from libraries to courses. The Desire2Learn platform can be seamlessly integrated with campus-based library resources using the ODBC, or XML interfaces. Online Catalogs, Electronic Reserves, and Virtual References can all be used within the context of a course offering.

Typical library Systems such as Endeavor's Voyager system have several mechanisms for the ability to link to the Desire2Learn platform including a Custom Voyager API, an ODBC connection API, or HTTP-based integration interface. Library Resources Integration services are done through Desire2Learn consulting and development service offerings.

For Single sign-on services Desire2Learn has experience implementing Shibboleth. We are working with several clients to fully integrate Shibboleth (we have completed a project with Ohio State University) and are just starting projects to integrate library specifications such as OpenURL, NISO Metasearch, and many others. Many of these specifications are still in the early stages and we are now working with clients to help move them in the right directions and to build initial reference implementations.

Desire2Learn can work with your institution to create a federated search connector for the various library systems.

The Desire2Learn platform can be integrated with any of the following Library Systems to link with Online Catalogs, Electronic Reserves, and Virtual References.

Product	Ability to Integrate	Details
Endeavor	Y	Custom API for Voyager, Oracle ODBC connection or HTTP based integration.
Other Library Systems	Y	Custom XML, HTTP, or ODBC integration.

We currently have a large scale library system integration project with the University of Iowa and another with the University of Wisconsin System in the planning phase. Our plan is to allow for federated search of these resources within the same search for the LOR to provide a unified access to all resources. We would work with the South Dakota Board of Regents to determine the best way to provide this integrated service for your organizations. We are also in the process of forming a formal

partnership with Sentient Discover. You will be able to benefit from existing middleware components and from the projects we are currently working on with other large systems and universities. This will also go to support the long term sustainability of the program and lower costs.

Related to Ex Libris, this requires consulting services but integration is possible with the Ex Libris software.

6.9.6.2 Student Information System (SIS) and Human Resource (HR) System

Datatel Colleague (SIS)

SCT Banner (HR)

Desire2Learn Response:

Desire2Learn has extensive experience integrating with Student Information Systems (SIS) and ERP systems to provide auto-enrollment and reporting capabilities, student/class add/drop functionality, resource assignment, room assignment, and grade submission. Two common examples of SIS integration use are automatically enrolling students in the correct classes based on registrar information in the SIS and automatic grade reporting to the SIS to populate student transcripts.

The Desire2Learn platform can be integrated with any of the following SIS systems to provide functionality listed above:

Product	Ability to Integrate	Details
Datatel	Y	IMS Enterprise 1.1 with Custom Extensions or Snapshot
Lawson Human Resources	Y	Customized (IMS-Like API) and SQL API or Snapshot
SCT Banner	Y	Customized (IMS-Like API) and SQL API or Snapshot
Peoplesoft	Y	IMS Enterprise 1.1 with Custom Extensions or Snapshot
Custom Systems and other Vendors	Y	IMS Enterprise 1.1 with Custom Extensions and SQL API or Snapshot

An Open SQL interface is also available to integrate the Desire2Learn platform with any 3rd party software or other relational database systems.

For Platform extensibility and integration, Desire2Learn maintains a commitment to open standards. Where open standards are not available or fall short of the requirements for full systems integration, Desire2Learn provides both tools and services to accomplish all custom integration requirements.

SIS integration is currently available through a full implementation of the IMS Enterprise v1.1 standard. This API can be customized to meet the requirements of systems that have variants of this standard. Our middleware software has been used by numerous clients with tremendous success. The Desire2Learn middleware allows you to run jobs, merge datasets, and handle rules for integration with the

learning environment, and provides out-of-the-box tools and forms to handle the majority of the integration requirements without having to involve third party vendors. This all adds up to tremendous savings in time and reduced cost for completing the integration.

The Desire2Learn platform has the unique ability to associate organizational units with unique Student Administration systems, allowing for one instance of the Desire2Learn application to interface with multiple Student administration systems. A student profile can be associated with a unique external authentication system, allowing for a pool of students to be associated with a pool of different authentication servers.

Many different SIS integrations can happen within a single installation, and can operate simultaneously. They can each use differing technologies, and be located in different geographical locations. This is the power of the Desire2Learn SIS integration middleware component.

An example of the possible scope of such integration is Desire2Learn's work within the University of Wisconsin System (UWS), which has 26 campuses with 15 required integration points. Currently, from a single installation, we are integrating with 10 of those 15 student information systems, and continue to add more as those campuses are ready to integrate.

We have many other SIS integrations, but the UWS instance is a true reflection of the scalability and flexibility of the Desire2Learn platform in its ability to handle integration with their 15 disparate student information systems. Those SIS platforms include PeopleSoft 8, Datatel Colleague, and Homegrown platforms.

Integration can be accomplished between the Desire2Learn platform and external student information systems using one of the following methods:

- Standards-based/out-of-the-box approach: Desire2Learn can integrate easily with out-of-the-box components using the IMS Enterprise specification and little effort on either client or vendor end. This is the ideal approach given our support for this standard XML-based specification.
- Flat-File Data Sharing: This is another proven option, and can be handled by our middleware SIS integration solution.
- Other Methods: Real-time integration over the HTTP protocol is another proven option that is a possibility, based on the support of the SIS.

6.9.6.3 Directory/Authentication/Authorization Services

LDAP

Microsoft Active Directory

Desire2Learn Response:

Authentication Services

The Desire2Learn platform can be integrated the following Authentication Services to perform user authentication:

Product	Ability to Integrate	Details
Kerberos V5	Y	Currently Fully Supported

Integration with External Authentication

The Desire2Learn platform supports external authentication services. An unlimited number of authentication servers can be used with one Desire2Learn application instance, provided that only one authentication server is associated with a particular user. Our unique middleware component makes for easy integration with outside systems, including HRMS systems

All middleware for integration with authentication systems (LDAP, AD, etc.) are part of the core Desire2Learn platform. Middleware for snap-shot integration with the majority of large SIS systems (i.e. Peoplesoft, Datatel, Banner) is also included in the core Desire2Learn system which can save our clients a tremendous amount on integration time and costs. Some SIS systems require special middleware for real-time integration.

The system can authenticate against an external LDAP server or connect using the Kerberos protocols. Administrators can set up fail-through authentication against a secondary source (e.g. the system's own database) in the event that the primary source (e.g. LDAP server) fails.

The Desire2Learn LE can be integrated with any of the following Directory Services to perform user authentication:

Product	Ability to Integrate	Details
LDAP V2 V3	Yes	NDSI
Microsoft Active Directory	Yes	NDSI
Novell Directory Server	Yes	NDSI

6.9.6.4 Email Systems

Microsoft Exchange/Outlook
Sun Java Messaging Server

Desire2Learn Response:

Due to our commitment to open standards, Desire2Learn is able to integrate email systems without any limitations or inconveniences to users.

An existing email system instead of the Desire2Learn internal system can be used. The Desire2Learn Learning Environment can be integrated with any IMAP email system, including the following:

Product	Ability to Integrate	Details
Microsoft Exchange	Yes	SMTP, IMAP, and POP3
Groupwise	Yes	SMTP, IMAP, and POP3
Sun iPlanet	Yes	SMTP, IMAP, and POP3
Microsoft IIS	Yes	SMTP
Other POP Servers	Yes	POP3 Connection

6.9.6.5 Calendar Systems

Microsoft Exchange/Outlook
Sun Java System Calendar

Desire2Learn Response:

The Desire2Learn platform can be integrated with any of the following Calendar Systems:

Product	Ability to Integrate	Details
Microsoft Exchange	Yes	Custom Integration (Microsoft COM + APIs)
Steltor CorporateTime	Yes	Custom Integration (Steltor APIs)
Other Systems	Yes	Using XML, Custom APIs

6.9.6.6 Portal Systems

uPortal
SCT Banner Portal

Desire2Learn Response:

The Desire2Learn platform can be integrated with any of the following Portal Systems:

Product	Ability to Integrate	Details
Epicentric	Y	Custom Integration (Epicentric Webconnector, XML, other)
Campus Pipeline	Y	Custom Integration (API, XML, other)
Other Systems	Y	Using XML, Custom APIs, Simple Authentication

Uportal is standard portal software used by many universities. SSO between Desire2Learn and Uportal will work, details on how the two systems will talk would need to be flushed out, which is normal and would typically take place during the SSO integration project. We can also do SSO integration with SCT Banner Portal.

6.9.6.7 Other Systems

Classroom Presenter

Desire2Learn Response:

We haven't done integration with classroom presenter however we will be happy to discuss the requirements of this project with SDBOR.

6.9.7 API/SDK

6.9.7.1 Describe the technologies used to extend the functionality of the products. This includes using scripting, APIs, SDKs and similar techniques. Provide examples documenting these extensions.

Desire2Learn Response:

Our proposal for the SDBOR is based on our .NET platform used in our Version 8.1 release that will include full API capability. Our API layer is a set of .NET objects and interfaces that encapsulate all data access. The API layer is built on top of the Desire2Learn Framework which represents the core functionality common throughout all tools and products. This interface enables users to write .NET applications or use web services to extend functionality and access data within the system. Full documentation will be available to the SDBOR and as much of it is auto-generated, keeping up to date with new functionality will be assured.

Desire2Learn is committed to creating a functional and stable API that empowers our client base to use the Learning Platform to extend existing, or add new, functionality. This will be an on-going effort and the API will be thoroughly tested and released when Desire2Learn and our clients are confident that the appropriate support channels are in place. Additionally, we wish to proof the maturity of the API itself to ensure that clients do not suffer from changing libraries.

Desire2Learn only exposes APIs for Authentication and SIS integration

Desire2Learn does not provide a facility for creating customer-defined applications for integrating with our Learning Management System currently. Desire2Learn would be happy to work on projects in conjunction with the SDBOR should you require additional functionality. We are working towards additional published APIs in our future releases.

That being said, we have developed a standards-based architecture that allows us to quickly integrate with various other third party software solutions in an enterprise fashion.

6.9.7.2 Describe how the Respondent ensures that applications written to integrate with the system using the approved integration approaches remain compatible with new releases of the system.

Desire2Learn Response:

Desire2Learn will perform any customization work that involves access to the proprietary code. If desired, our system upgrade team can make changes to code, database structure, and more. We also have software that allows us to verify versions of every component on the system to determine any differences between code versions.

While custom development is possible, in 99% of cases we find that improvements to the platform and LOR are generic enough to result in a fundamental tool and feature for all of our clients. For example, if a custom form was required by a client, the implementation of that need by Desire2Learn would create a form tool that enables any type of form to be created in a user-friendly interface environment. We would be happy to speak to you about your custom needs once you have become familiar with the system. It is likely you will find, as other clients do, that the need for custom development is smaller than you expect due to the maturity of the platform and Desire2Learn's continued large R&D effort.

6.9.8 Security

6.9.8.1 Describe the system's authorization system. Include a description of how the system determines authorization for initial access, module access, database access, record access, program access, and field access.

Desire2Learn Response:

The Role Security grid gives administrators the very unique capability to define highly customized security policies within the Desire2Learn Platform. Role based security policies can optionally be cascaded amongst some or all of the organizational units within the Desire2Learn platform.

Security Settings for Desire2Learn Online						
IT Consultant	Tool: Show All Tools		Back to			
Administrator						
Instructor						
IT Consultant						
Participant						
Student						
Calendar						
	Can access the bookmarks tool	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Add Org Event	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Add User Event	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Edit Org Event	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	See User Event	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	See Org Event	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chat						
	Has access to chat tool	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Can Have Chat User Image	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Role Security Grid

Course authentication is performed based on enrollments and roles. Administrators, or those given appropriate permissions, can enroll users within courses and other organizational units within the platform with a particular role. Based on that role, the user will have access to the particular course or data and a specific set of privileges. The privileges the user has within each course are determined by the permissions associated with their role in that course. A certain role can have different security settings between different organizational units. The flexibility of the Desire2Learn security architecture can allow for any type of role and security policy imaginable to be defined.

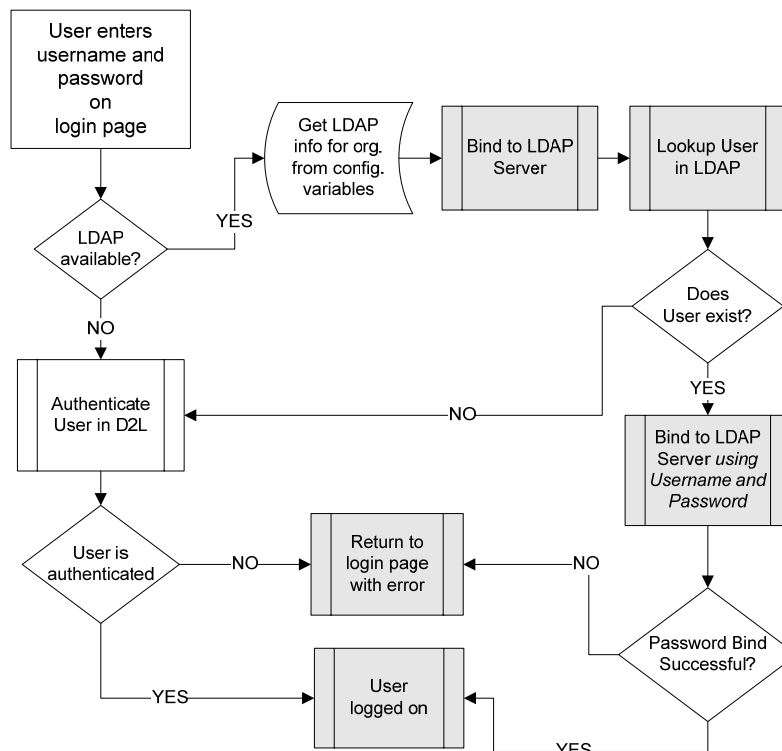
All of our user and system logging/security is table-driven. We allow for the definition of an unlimited number of roles (security profiles) whose permissions are stored in a database table. This table is checked whenever any data are accessed in the system, to ensure that security is validated before the data are served.

6.9.8.2 Describe in detail how the product integrates with external authentication (e.g., LDAP, WebISO, Kerberos, NT, UNIX, or other), and authorization services. Describe any Web single sign-on techniques the product(s) support.

Desire2Learn Response:

The system can authenticate against an external LDAP server or connect using the Kerberos protocols. Typical use of LDAP in the Desire2Learn environment requires setup of Desire2Learn and setup of the LDAP server. Once these are configured, other server or client-based applications can query the LDAP server to both authenticate and authorize users.

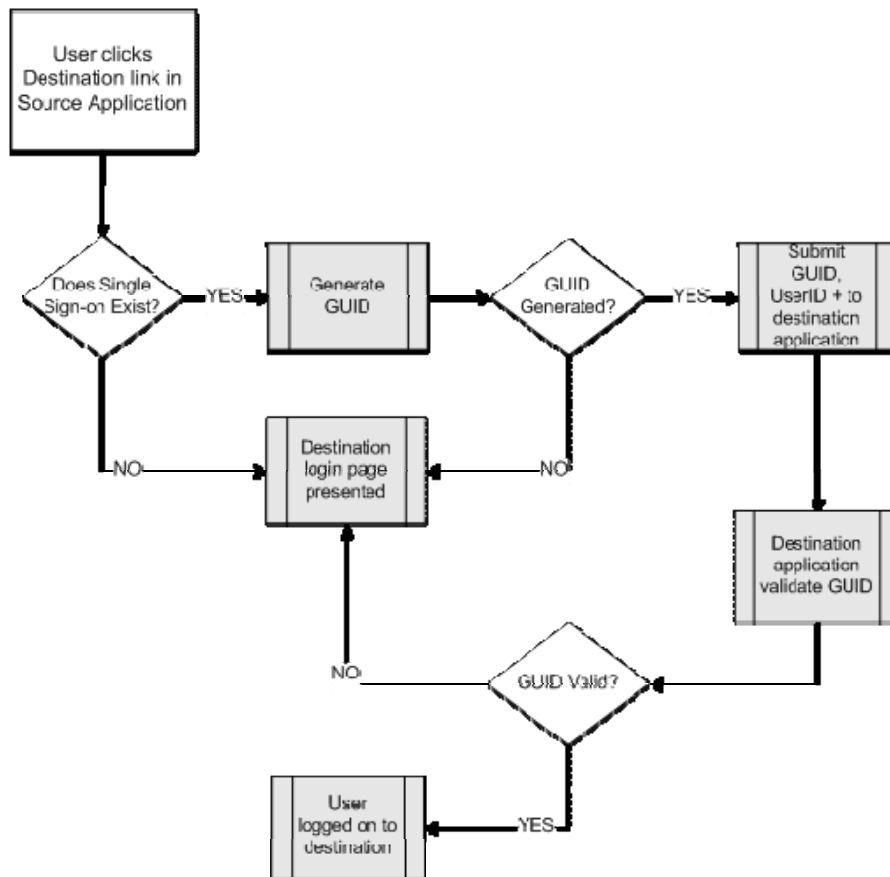
The Desire2Learn Platform incorporates an alternate authentication path for those users existing outside of LDAP. After a user logs in to Desire2Learn, their user information is passed to a specific LDAP server, which in turn “authenticates” or recognizes the user’s information. If the user does not exist in LDAP, he/she is re-routed back to the login page. The following diagram illustrates the process of user authentication with LDAP in Desire2Learn:



LDAP Authentication in Desire2Learn

Desire2Learn can support Single Sign On (SSO) by exchanging a Globally Unique Identifier (GUID).

Once GUID is exchanged between external system and Desire2Learn, the external system sends GUID along with the user ID and any other required fields to the Desire2Learn Platform. Desire2Learn validates GUID to complete the authentication process. If a user is already authenticated by external system once, the user does not have to enter their username and password again when accessing Desire2Learn. This allows users to access their courses, content area or quizzes straight from the portal.



GUID Process

The Desire2Learn Learning Platform has a number of built in components and middleware that allow for fast integration with external enterprise systems.

Data Transformation for SIS and other enterprise applications use automatic routines that extract, transform, and load data from heterogeneous sources. This method is how Desire2Learn generally accepts information from an SIS and how Desire2Learn packages data from the database to be sent to an SIS.

6.9.8.3 Describe the proposed product's support of federated authentication and authorization systems like Shibboleth (<http://shibboleth.internet2.edu/>).

Desire2Learn Response:

Desire2Learn has done Single Sign On (SSO) authentication integrations and we have recently completed one via Shibboleth at the Ohio State University. We are also planning a Shibboleth implementation of our repository to allow for authenticated access for clients to extend our LOR trusts permissions to others, including assisting with the connection of LORs across our client base. The majority of this project is complete.

6.9.8.4 Describe how instructor and student accounts will be created and managed when using an external authentication system.

Desire2Learn Response:

User accounts are typically created through either the internal user management system or an external SIS. When user accounts are created, they are associated with an authentication server address.

6.9.8.5 Describe the system's encryption methods and/or its ability to interface with encryption software during communication between client stations, application servers, and database servers.

Desire2Learn Response:

Encryption features provided include:

- Passwords, 40- or 128-bit encryption and SSL enabled
- Questions and test results are encrypted and secure in the database
- Server to Client communication uses 128 encryption and SSL3.0 login pages to protect user information travel across the internet
- All user-related data are stored in encrypted fields within the Database server.
- The Web Server Processes incoming user requests using HTTP 1.1 protocol on IP v4.

6.9.8.6 Describe how the product ensures that private/secure data is not left on the client station after the session ends (be sure to address the caching of data, passwords, etc.).

Desire2Learn Response:

The Learning Management System informs the browser that the data expired at a previous time which prevents the browser from caching data. The caching of passwords is something that the browser controls and isn't specific to the application.

6.9.8.7 Describe what logs the system maintains on the system usage (posting of assignments, taking a test, changing a grade, entering a chat room, etc.) and on unauthorized attempts to access the system, system functionality, and/or specific data.

Desire2Learn Response:

The Desire2Learn system is capable of maintaining system logs, both from within the application and the Web Server platform.

Application Specific Logging: Application events are logged in the database, and internal tools are available for analyzing these logs.

Web Server Specific Logging: All actions on the website can be tracked using IIS 6 logging, which can provide you insight into virtually every aspect of the system. These logs can be fed into any log analysis software that supports it, such as WebTrends, Log Analyzer, etc.

The Desire2Learn error logging system is typically accessible by Desire2Learn support staff as well as the Administrator. The administrator can have the ability to customize error messages as you see fit.

Virtually any event defined by the role security settings can be logged to an event file. These include broken link logs, unauthorized attempts to access data or system functionality, failed uploads, and other errors trapped by the web application server. These logs report details such as where the issue occurred, when, how many times, with what users (user name/id), browser information and much more.

Detailed event logs are maintained for:

- Enrollment
- Grades
- Security Permissions
- Changes to configuration variables
- Quiz activity
- Content visitation
- Logins, whether successful or not
- ...more...

All bugs – including broken links (even in course content), Database errors, Authentication Trouble/Attempted Hacks, Code Errors, and more – are all tracked using our error logging system.

6.9.8.8 Describe how the system provides for automatic/electronic notification of SDBOR security/administration personnel when security breaches occur. Include a description of how the SDBOR can define which security breaches require immediate notification and which do not.

Desire2Learn Response:

The Desire2Learn platform provides logging and notification on all attempts to enter unauthorized areas of the site. The source IP address, username, page attempting to be accessed, date/time and other session information is logged to a file. Security breach thresholds can be set to notify system administrators through email when Security Breach Attempts occur.

6.9.8.9 Does the security notification feature in the question above provide for sending notifications to another security monitoring system, one that might be found in a contemporary data center? If so, identify these other security monitoring systems and give a description of how this might typically be implemented.

Desire2Learn Response:

Although it is not included in the base configuration, Microsoft's [Internet Security and Acceleration \(ISA\) Server](#) can be integrated with the Core platform to deliver an advanced intrusion detection mechanism. This identifies when an attack is attempted against your network. The administrator can set alerts to trigger when an intrusion is detected. You can also specify, with alerts, what action the system should take when the attack is recognized. ISA Server implements intrusion detection at both the packet filter and the application filter level.

6.9.8.10 Does the Respondent issue security alerts for the product? If so, list the number of alerts given in the past year and show an example of such an alert.

Desire2Learn Response:

Desire2Learn monitors and forwards security alerts that are related to the operating system, Database Server, or Application Server. There were no alerts sent last year to any system administrator regarding our system. We employ full-time and security administrators.

6.9.8.11 Does the product undergo a third party security audit? If so, give the date of the last audit, the company that performed the audit, and a summary of the audit.

Desire2Learn Response:

Desire2Learn has also been tested by our clients and third parties for security and has been proven to provide a secure system. Of special note is that the Canadian Defense Academy (CDA), a professional development division of the Department of National Defense (DND) of Canada, has chosen Desire2Learn to provide our LMS and Canadian hosting services. CDA and DND, through CIISD, are conducting a complete security audit of the Desire2Learn hosting facilities and internal security operations. This includes provisions internal to Desire2Learn including security audits and the granting of protected clearance to Desire2Learn staff who interact with client data.

Additionally, Security Audits of the Desire2Learn platform are done regularly by both Desire2Learn and our large clients (i.e. University of Wisconsin System.) To date, there are no documented instances where the security of our product has been breached.

6.9.8.12 Describe how the product ensures that user sessions that are "left logged in" are not used inappropriately.

Desire2Learn Response:

The system will automatically log out any user after an administrator-specified period of inactivity, in case the user accidentally forgot to log out.

By enabling an optional "inactivity timeout value", it is less likely that users will be "left logged in". Users are always required to log back in if all windows have been

closed. Additionally, as soon as the user logs out of one window, all remaining active windows automatically log the user out as well.

6.9.8.13 For internally maintained passwords, describe how the system provides the ability to ensure that passwords are sufficiently complex and are changed regularly.

Desire2Learn Response:

The Desire2Learn platform ensures that passwords are sufficiently complex by enforcing that all passwords must be at least 6 characters long, and contain Capital, Small Case, and numeral characters. The System Administrator can define the mandatory password change interval to ensure that passwords are changed regularly.

6.9.8.14 How does the product provide public courses to unauthenticated users?

Desire2Learn Response:

Courses within the Desire2Learn platform can be made available without the need to login to the platform. When courses are made public without login they are assigned a domain name alias that designates them as public courses. Courses can also be made available to the public by creating a guest login and publishing the guest login information on the login page. This login can be set to expire after a specified time period. This way public user activity can be tracked by IP address in case of flagrant use of the system.

Utilizing the unique role and securities permissions, this guest role can be restricted to only viewing the course syllabus and other relevant materials as desired by (client name). Additionally Desire2Learn offers a self registration tool in which students can:

- View course descriptions for publicly available courses (e.g. library instructional course, campus students groups, etc.)
- Register for courses (automatic or reviewer approval mechanisms)
- And much more

6.9.8.15 How does the product provide authorization within a course? Can a guest access some parts and not others?

Desire2Learn Response:

This would be done by the Conditional Release feature based on role.

6.9.8.16 How does security apply in different functions within the system?

Desire2Learn Response:

Instead of having separate instances of the software on multiple campuses or locations, Desire2Learn can be implemented as a single instance from one central location. This would allow each organization, department, campus, or institution to update or upgrade software at once and allow data to be stored in a centrally-supported solution with full

fail-over and disaster recovery. This enforces the consistency for the institution and allows for better security.

Integrity and Security Services – Desire2Learn monitors and logs traffic, analyzes activity for potential intrusions with full application layer filtering (Layer 7 filtering – the deepest level of inspection possible for TCP/IP based traffic) and provides enterprise backup solutions for regular tape backups and optional real-time geographical disaster recovery

Platform Security - Platform security can also be enhanced through proper design and installation of server equipment as well as the use of external devices such as firewalls and intrusion detection servers.

Role Security - Typical Users in the Desire2Learn platform must use a username and password to access the platform.

Database information is validated through a business logic layer in the Desire2Learn platform, including passing security checks for authentication and checks on logic rules. Data integrity is also protected with transactional approaches to entry. Many key tools also contain full logging of who made the change, what the change affected, and a server side date and time stamp.

The Desire2Learn platform provides logging and notification on all attempts to enter unauthorized areas of the site. The source IP address, username, page attempting to be accessed, date/time and other session information is logged to a file. Security breach thresholds can be set to notify system administrators through email when Security Breach Attempts occur.

Desire2Learn maintains a list of all individuals registered to receive support. When an individual calls or emails Desire2Learn, their name and email address are used to authorize the user. Authorized users are given access to the Desire2Learn SMS through a unique username and password account.

6.9.8.17 Can access to different portions of the course / class be controlled by different roles?

Desire2Learn Response:

Yes, by using Conditional Release based on roles.

6.9.8.18 Describe the levels of security available, as well as the granularity of those security levels.

Desire2Learn Response:

As previously referenced (6.9.8.1), the Role Security grid gives administrators the very unique capability to define highly customized security policies within the Desire2Learn Platform. Role based security policies can optionally be cascaded amongst some or all of the organizational units within the Desire2Learn platform.

6.9.9 Administration

6.9.9.1 Describe the types and number (in both head count and FTE) of staff members the SDBOR will need to provide ongoing operational and administrative support of the system once the conversion is complete. Describe the tasks that each of these staff members will perform on a daily, weekly, monthly, academic term, and yearly basis.

Desire2Learn Response:

We would recommend the following roles and responsibilities for the client team before and after the conversion:

- Project manager
- Integration technical lead (one or more persons per institution) during the implementation/integration phases
- Course conversion lead –(one or more persons per institution)
- Technical administrator – for on-going support of the system including database backups, server patches, etc.
- Trainer – (one or more persons per institution) responsible for setup of courses and training instructors and train-the-trainer personnel, if required

Detailed role responsibilities can be determined after a kick-off meeting with a full project review. The following roles, tasks, and levels of involvement are probably applicable:

Role	Tasks	Level of involvement
Project Manager – liaison with our Account Manager	<ul style="list-style-type: none"> • Identifying, tracking managing and resolving project issues • Proactively disseminating project information to all stakeholders • Identifying, managing and mitigating project risk • Ensuring that the solution is of acceptable quality • Proactively managing scope to ensure that only what was agreed to is delivered, unless changes are approved through scope management 	This person will be heavily involved during the entire implementation. It is difficult to project a full-time equivalency status to the role, but certainly during the planning stage of implementation the role will approach full-time.

- Ensure that changes be approved and incorporated using prescribed channels.
- Defining and collecting metrics to give a sense for how the project is progressing and whether the deliverables produced are acceptable
- Managing the overall work plan to ensure work is assigned and completed on time and within budget
- Report project status to the SDBOR Steering Team

Integration/Technical Leads - during the implementation/integration phases

These contacts will team with a counterpart at Desire2Learn to oversee all integrations and provide to Desire2Learn all necessary technical information and access to initiate and perform the integrations. The leads should have thorough knowledge of all the technical and functional aspects of the applicable enterprise systems.

The level of engagement will depend on the number and scope of integrations required. The integrations will probably take place after the initial rollout, but the planning for the processes will begin immediately after the kick-off meeting.

Course Conversion Leads - one person per organization with operational knowledge of all systems currently in use (i.e. WebCT).

The process involves the identification of all current systems in use, including proprietary systems. Desire2Learn will test a few courses from each system and work with the Course Conversion lead to ensure that the correct tools are being used for the conversion and that

The level of engagement for this role will be dependent on the number of courses targeted for conversion.

<p>Technical Administrator - for on-going support of the system.</p>	<p>the conversions are successful and accurately represent the content in its original format. This person will be responsible for working with Desire2Learn in providing access to courses, assuring that the courses are migrating properly, and learning the process (just one or two clicks for most conversions) to assist the organizations in planning the complete migration requirements. The person will be responsible for on-going support of the system including database backups, server patches, etc.</p>	<p>During implementation, this role will be responsible for installing and configuring the system. Desire2Learn will work with this administrator to ensure that the system is properly configured. If the system is self-hosted, this may be an ongoing role, but not a role necessarily requiring a new position as current system administrators can probably manage this system under their normal responsibilities (of course, this will be up to the client).</p>
<p>Trainer Lead - one or more persons per institution responsible for setup of courses and train-the-trainer personnel, if required</p>	<p>This role will be responsible for identifying all training issues and requirements and aligning Desire2Learn's Training Services with the Institution's needs. Desire2Learn suggests and supports a Train-the-Trainer model, and if this model is accepted, the Trainer Lead will develop a plan to implement the training model.</p>	<p>Depending on the requirements of the institutions, this role may already exist within the structure. If not, for the purpose of implementation, this role should be actively involved so that all areas of the implementation are fully understood. This will assist the Trainer Leads in understanding the big picture and how it impact</p>

functionality.

6.9.9.2 Describe how security is administered. Include a description of the system's ability to delegate administration to host or domain institutions, departments, courses, sections, and users; how users and roles are added and deleted; how passwords are maintained; and whether or not or which elements any of the administration can be automated. Also, identify any security administration that does not take effect immediately when the security rules are entered/stored.

Desire2Learn Response:

Security is role-based and configurable administrative functions can be pushed down to domain institutions.

As referenced, administrators have access to the Role Security Grid. This gives them the capability to define customized security policies to control the movement of users within the Desire2Learn platform. Access to certain areas can be restricted for some users while the administrator can allow access to other users. These security policies can optionally be cascaded among some or all of the organizational units within the platform. An administrator has the ability to edit any security policy at any time and does not require custom programming during implementation.

The Desire2Learn system also offers a password reminder option and learners can maintain their own passwords. Administrators can set password length restrictions and require password changes after the initial login and/or after a specified period of time.

Administrators can batch "add learners" to a course using a delimited text file. The software supports integration with SCT Banner, Peoplesoft, Datatel and other student information systems (SIS), including home-grown systems. The Desire2Learn software is compliant with the IMS Enterprise Specification and works with other XML, Web-services, or batch-transfer processes. Tested with millions of enrollments, the Desire2Learn system can support multiple SIS integration in cases such as a large university consortium. Desire2Learn also provides a self-registration tool.

6.9.9.3 Describe the processes of backup and recovery. Is recovery automatic in the case of a system failure? How long does backup and recovery take for a system of the size proposed? How long is the system unavailable during a recovery or backup? How often does a typical customer experience a need to recover? What is the likelihood of data loss?

Desire2Learn Response:

As an optional consulting service, Desire2Learn can provide the setup of a full backup scheme including schedule design, and the selection of hardware and media. The backup platform and media used is at the discretion of the customer. Backup of all data usually follows standard policies that are already in place with the client.

The Desire2Learn Learning Platform includes backup provisions for files and user data for the whole system, without the need for additional user backup of files. To date, Desire2Learn has never lost a single piece of data. This is an accomplishment our competition cannot claim.

In a typical installation of the Desire2Learn platform, the only case requiring restore is when a user accidentally deletes something they did not intend to delete. Restoring from a backup is rarely done (with the exception of massive hardware failures) because of our architecture and jobs that clean up deleted items, providing an opportunity to “un-delete” accidentally deleted items through the web tools

If there is no replication of data, a failure could result in loss of data up to the point of the last backup or transactional log entry. If a redundancy scheme is deployed, there should be no data loss.

If the servers need to be fully restored, the time taken to restore them is highly dependent on the backup hardware utilized.

Database backups can be scheduled automatically and only take a few minutes. Restoring from a backup is rarely done because of our architecture and jobs that clean up deleted items, providing an opportunity to “un-delete” accidentally deleted items through the web tools. Typical backup for the database with less than 50-150 GB of data would be 15-30 minutes for a backup and has never caused any system outages or performance issues for any of our clients in the past seven years. Full database restores have not been required by any of our clients for production.

Restoring files from a tape backup would take seconds, have no impact on the performance, and will not cause any system outage.

Systematic backups can be performed in a way that have no, or minimal, affect on the performance of the application. This can be done in a few different ways:

- Database backups can be done (full or incremental) and have no real affect on the performance of the application. They can also be performed at off-usage hours as to have lesser affect on any users if there were any. File system backups can also be done to a local drive, which performs very quickly. The local backup can then be backed up to slower media, like a tape drive etc., when it will not affect the production environment.
- File system backups can also be done to a local drive, which performs very quickly. The local backup can then be backed up to slower media, like a tape drive etc., when it will not affect the production environment. File system backups can also be done by synchronizing changes to another mirror drive in real-time. Using a tape backup system or other media, backups can be made from the mirror location which does not affect the production system.

From the database and file management backups, previous data configurations can be recovered. Routine maintenance (such as a database backup, restoring a file, or re-indexing a database table) does not require any downtime of the system.

Batch Updates

The Application and Database Servers can be backed up using Windows 2000 Server Backup utilities. Incremental and Full Backup Jobs can be scheduled. The following Batch updates or scheduled jobs may apply, depending on the specific implementation of the Desire2Learn Platform:

Batch Update	Details
Database Backup	Windows server 2000 backup utility
Application/web server Backup	Windows server 2000 backup utility
File Server Backup	Windows server 2000 backup utility
Custom SQL Batch Jobs	ODBC

6.9.9.4 Describe the processes and limitations of offline data archiving. Consider the following:

Desire2Learn Response:

Desire2Learn stores data very efficiently with user data in a database and files on a file server. Generally clients do not require archiving to a separate location.

6.9.9.4.1. What tools are supplied for moving data to the archive(s)?

Desire2Learn Response:

Desire2Learn will help with the loading of data by using a bulk transfer. This will allow you to incorporate relevant historical assessment and demographic data.

Desire2Learn also offers manual versions of student data import and export throughout the system including:

- A bulk user import/enrollment management tool (via .cvs file)
- Gradebook import and export

6.9.9.4.2. Describe how data is selected for movement to the archive(s).

Desire2Learn Response:

Data Cleansing - the act of detecting and removing and/or correcting a database's dirty data, is generally handled by the Desire2Learn database server (MS SQL Server 2000/2003 and soon to be released 2005) and via good database architecture and clean up processes. Future releases of Desire2Learn will expand this capability.

6.9.9.4.3. Explain the process for accessing and/or restoring archived data.

Desire2Learn Response:

Desire2Learn stores data very efficiently with user data in a database and files on a file server. Generally clients do not require archiving to a separate location.

6.9.10 Maintenance

6.9.10.1 Describe the process for installing a new release. How long does it take an implementation of the proposed size to prepare for and install a new release, to test the new release, and to put it into production?

Desire2Learn Response:

We have a very thorough quality assurance process for new versions. Each version is tested by our QA department under various loads and test scripts on multiple browser versions. After passing QA, new features are rolled out to beta clients for further review and refinement. Only after passing all the beta tests and quality assurance is it setup for release with our clients. Our clients can then choose to install it on a test environment before rolling out the features to a production setting. Our Quality Assurance (QA)/Test/Development Environments can be set up in parallel to your production environments using very simplified hardware, and used for testing and upgrading as proof-of-concept environments before releasing to the production environment.

Desire2Learn maintains several internal processes within its development teams that ensure that full support for industry standards are maintained. Any new tools, functionality, or enhancements are tested by our Quality Assurance department. The QA team follows rigorous guidelines to determine standards compliance prior to release of a new version of a tool.

6.9.10.2 What is the frequency of new releases? Provide a schedule of new releases for the past 3 years. For each release, include the date the Respondent first indicated the release would be available; the date the release was actually made available to customers, and the percent of the customers currently running on each release.

Desire2Learn Response:

In 2005 we moved to our new model of releasing one major version per year and two minor versions. Our current version is 8.1. This frequent upgrade schedule reflects the continued commitment of our resources towards research and development.

In the last 36 months we have released seven upgrades in four month intervals (6.1, 7.0, 7.1., 7.2, 7.3, 7.4, 8.1) with approximately six to ten patches depending on what client requirements have been for enhancements between major versions. We typically release 100-300 feature enhancements each six month period based upon client feedback and direction. Currently, the majority of our client base is running on our 7.4 and 8.1 releases. Our platform has been on the market since 2000.

6.9.10.3 Describe the technology used by the patches. If a third party product is used, include the name and supported versions of this product.

Desire2Learn Response:

We have technology that can roll out patches (similar to Windows Update). If desired, our system upgrade team can make changes to code, database structure, and more – all done remotely. We also have software that allows us to verify versions of every component on the system to determine any differences between code versions.

Downtime is usually scheduled ahead of time, and some maintenance releases require no downtime. An automatic backup of the system is not done before proceeding with a patch. However, Desire2Learn can provide this service before proceeding with the patch, especially those patches that affect the database. Backup of all data usually follows standard policies that are already in place with the client.

Bug fixes or minor enhancement requests are implemented, tested, and integrated seamlessly between major releases and can be applied at the level of individual instances

6.9.10.4 Describe the process for installing patches. In a centralized environment, how long does it typically take an implementation of the SDBOR's size to prepare for and install a patch, to test the new patch, and to put it into production? Similarly, in a distributed system, how long would it take each institution (based on similar FTEs) to prepare for and install a patch, to test the new patch and to put it into production.

Desire2Learn Response:

A patch can be tested on the "Test site" set up for your institution before moving to production. This is done to ensure that any issues or concerns are addressed in the "Test" environment before we rollout the patch/release to your production/Live environment. This may take as little as 15 minutes or as long as a few days, depending on the complexity of the patch.

Once a patch is completed on the desired site it is tested to make sure that the release/patch was successful and your organization is informed that the release is now completed.

Desire2Learn does not tie the development of Desire2Learn to an application patch, service patch or hot-fix. Desire2Learn is always backwards compatible with OS and database applications. Major operating system and database releases are certified. If any patch or service pack specific issue arises, they are addressed on a case by case basis.

Desire2Learn does not provide the OS or database patch unless the customer is hosted by Desire2Learn. Desire2Learn has a monthly maintenance window to apply regular patches and, if the need arose for a high-priority patch for security or performance reasons, we would schedule an emergency maintenance window.

6.9.10.5 How long has the Respondent supported old versions of the system?

Desire2Learn Response:

Desire2Learn supports the previous major version of the learning environment. We don't discontinue support, however. Support for a version beyond the most recent one does require an additional fee. We strongly encourage our clients to adopt our latest release of the learning environment.

6.9.10.6 How long does the Respondent continue to provide bug fixes on prior releases? When does the Respondent discontinue support of a prior release?

Desire2Learn Response:

Supported versions are the current and most recent prior major release. The support for old versions and bug fixes typically lasts 1 to 1.5 years.

6.9.10.7 Is it possible to skip releases? In other words, is it possible to install a release without installing its immediate predecessor?

Desire2Learn Response:

Yes, this is possible for a major release. Major release includes all changes in the previous release.

6.9.10.8 How are bugs reported and tracked? Are bugs that have been reported by some customers shared with all customers via the Web or some other mechanism? Is a mechanism in place to allow urgent reporting of problems to customers?

Desire2Learn Response:

All bugs – including broken links (even in course content), Database errors, Authentication Trouble/Attempted Hacks, Code Errors, and more – are all tracked using our error logging system.

Desire2Learn provides a live, interactive, customer-accessible Issue Tracker, where customers can submit issues and see the progress of the status of those issues as they are received, in process, or completed. Issues are entered and tracked with a ticket number that can be accessed through Desire2Learn's support system web site. This system also provides documentation, technical updates, informational releases, a discussion forum, and much more. Clients can also choose to subscribe to an updates service through the portal that sends them vital system information updates and general news regarding the Desire2Learn platform. Clients can also enroll in Desire2Learn's community which will give them access to documentations and discussion forums.

6.9.10.9 Are interim bug fixes available between releases?

Desire2Learn Response:

Yes, as referenced, periodic fixes (bug fixes) are implemented, tested, and integrated seamlessly between major releases. These can be applied at the level of individual instances. We have technology that can roll out patches immediately (similar to Windows Update).

Bug fixes are rolled out either in a hot-fix or patch. Patches are usually scheduled for off-hours and, in a large number of cases, do not require downtime for the environment, provided there is load-balancing. If a more complex patch is applied, downtime is almost always less than one hour for the vast majority of clients.

6.9.11 Standards

6.9.11.1 Please give as much detail as possible about the level of conformance of the product to learning interoperability and content standards (SCORM 1.2 and 1.3, IMS Enterprise, IMS Content Packaging, IMS QTI, IMS Meta-data, IMS Simple Sequencing, IMS LIP, etc. - list at: <http://www.imsglobal.org/specifications.html>). Please include any conformance test results that specify the type and level of conformance at which the product is certified. It is important to report this separately for each different product area that is conforming to the standards. Providing test logs would be a positive.

Desire2Learn Response:

Desire2Learn bridges the gap between systems with our commitment to open standards (i.e. IMS, LDAP, SCORM, OKI, WebDAV, etc). These streamline your learning tools and reduce overhead. Moreover, they give you the ability to share and reuse content easily with other institutions. Interoperability with content from other providers and organizations facilitates future growth and system adaptation.

Desire2Learn is proud to be the first academic CMS/LMS to be SCORM certified and is currently certified to the highest level, SCORM 1.2 RTE 3 (full support) and SCORM 2004, with the ADL Co-Lab. Additionally, Desire2Learn continues to lead the industry towards standards adoption with fully integrated SCORM reporting and a SCORM compliant Learning Object Repository. Desire2Learn is the platform of choice for the ADL CoLab to demonstrate SCORM.

We support the import of SCOs into the Desire2Learn Learning Object Repository. There you can also search and retrieve SCOs and SCA's (Shared Content Activities as defined by SCORM 2004) for use in your courses.

Desire2Learn is committed to the promotion and use of standards for all of its products. Desire2Learn is fully IMS compliant to TRUE IMS standards, not a proprietary version of them like some of our competitors.

We also offer full SCORM reporting.

The LMS generates messages and warnings if it is unable to read or convert a file (when the file is not compliant to SCORM/AICC). Import unsuccessful is the

message that displays if nothing is converted. Problems with particular parts of content are displayed after import to direct users to the problem areas.

Level of Conformance to Standards

Desire2Learn conforms to the following open e-Learning standards and guidelines:

Standard/Guideline	Conformance
IMS-enterprise	Yes
IMS-QTI v1.2	Yes
IMS CP	Yes
IEEE LOM, Dublin Core, GEM, and other Metadata Application Profiles	Yes
IMS-LIP	Currently Under Development – We support many learner preferences already
SCORM 1.2	Yes (Full Support RTE 3 with reporting) and Certified
SCORM 2004	Yes. Full Support.

6.9.11.2 Describe the support for
RSS
Web Services (e.g., UDDI, WS*L, SOAP)
WebDAV
MARC (<http://www.loc.gov/marc/>)
Emerging repository standards (e.g., ODRL (<http://odrl.net/>), XrML (<http://www.xrml.org/>))

Desire2Learn Response:

We do not support MARC.

RSS News Feeds is one of the tools available to users on the course homepage, as well as my homepage. In Version 8.1, Desire2Learn has the ability to blog and a user can choose to make their blog entries available as an RSS 2.0 feed.

Web Services based on SOAP/XML are supported. Web services are implemented using .NET components and use SOAP as the protocol for use. As SOAP is one protocol for exchanging XML information over the web, we utilize SOAP for several integration components (e.g. federated searching with Merlot).

Desire2Learn includes a number of options for course authoring: HTML editor, WYSIWYG editor, cut and paste, drag-and-drop (using WebDAV), upload files and import files. These allow you to create any web-based content in any product and easily include it in the Learning Platform. Using WebDAV, it is a simple one step drag-and-drop process. Using the link from the content section to create a new topic, the process requires you to select the file to upload, then chose where in the file structure you'd like to upload the file to, and then select a title for the file (if it is not already automatically generated from the file) and a module to insert the file into the course navigational structure.

Desire2Learn support many other emerging standards, including one for workflow, repositories, federated searching of repositories, and more.

6.9.11.3 Is the Respondent a participant in any specifications and/or standards organizations? If so, describe any such participation.

Desire2Learn Response:

We are the only LMS in the academic space that has been certified for both SCORM 1.2 RTE 3 and SCORM 2004. We work very closely with the ADL labs around the world, especially the Academic Co-Lab. Our R&D team attends key meetings at the co-labs and influences the future of the specification. Our LMS is used as the showcase learning environment for SCORM, and is used for SCORM School.

We have been active members in IMS to push many other specifications along for quizzing, content, learning design, and others. Several key standards we currently support are IMS CP, IMS QTI, and IMS enterprise. We work with conformance testing groups, such as the Wisconsin Testing Lab, to gain certification where possible on the use of the specification. We also do extensive testing of the interoperability with other systems where possible.

To ensure that Desire2Learn is involved in standards research and best practices toward supporting the ability to operate in an increasingly electronic environment, we participate in the following industry committees, including:

- SCORM (Sharable Content Object Reference Model). As referenced, Desire2Learn is the platform of choice for the Academic Advanced Distributed Learning (ADL) Co-Lab to demonstrate SCORM.
- LORnet (The Learning Object Repository Research Network)
- CLOE (Co-operative Learning Object Exchange - Canada wide repository to function as Canada's node in MERLOT GLOBE network of national repositories)
- W3C
- IMS (Contributing Member)
- IEEE
- ISTE
- and many others as a member and contributor.

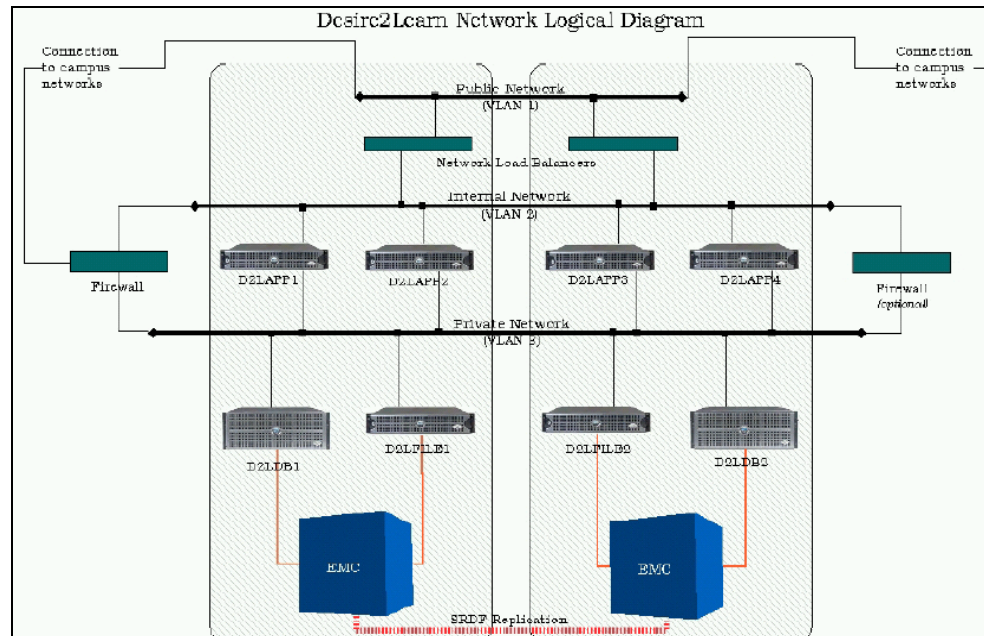
6.9.12 Performance/Scalability

6.9.12.1 For each major function of the system, define what acceptable performance is, how it is measured, and how the system software and hardware can be scaled to maintain acceptable performance. Be sure to provide a detailed description of how each tier (or server - database, application, Web) can be scaled and how load is balanced.

Desire2Learn Response:

The typical large implementation has support for load-balanced web application servers, a SAN for file storage, and clustered database. Other components of the

system could include a separate server for synchronous server components, video streaming, or other enterprise components. Smaller clients without a concern for redundancy will run the entire Desire2Learn platform on a single server for over 10,000 users.

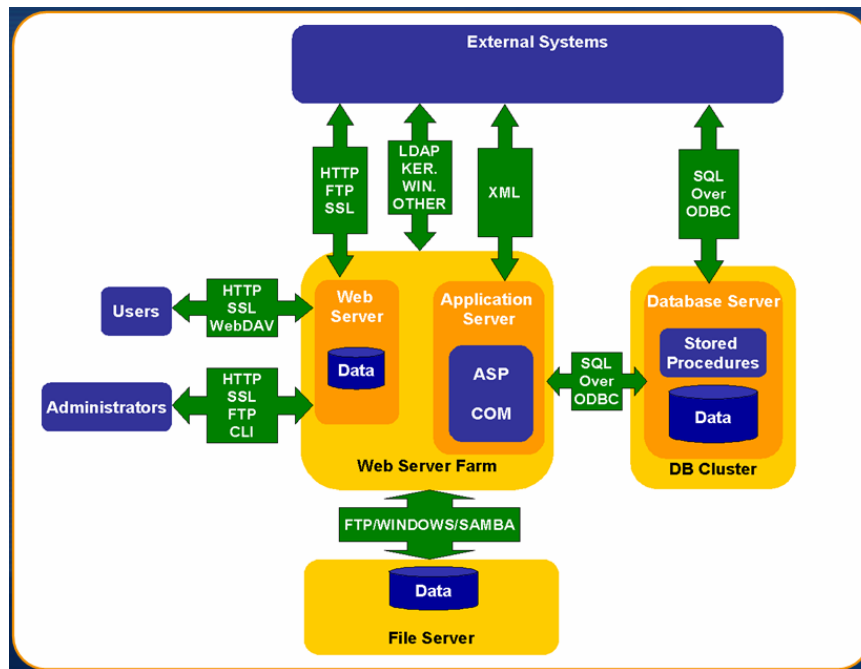


Sample Hardware Diagram for a Large System

The Desire2Learn platform runs as the application tier, utilizing the database where all user data is stored and the file server where content, documents and other files are stored. Desire2Learn utilizes a separate file server to maintain database performance and to enable the unmatched scalability of our platform. This architecture also enables superior failover and redundancy management and the entire system can be easily backed up daily. We made a deliberate decision to avoid the reliability and data-loss problems of a flat-file architecture that most campus edition LMS products run, by designing an enterprise system using relational database architecture from day one.

The database tier is implemented using Microsoft SQL Server 2000 and can be clustered. User-state is stored in the database so if a load balanced application server goes down there will be no effect for the user -- they will not even notice!

An optional file server can be used to store all non-content files on the system such as personal locker files, discussion attachments, or drop box assignments. The use of an external file server is fully supported by the Desire2Learn platform, and is determined by the capacity requirements of the System.



Platform Technologies and Communication Protocols

6.9.12.2 Recommend hardware configurations, including a specific list of equipment that will provide acceptable performance for the needs of the SDBOR system. The SDBOR plans to procure these items separately. These hardware configurations should include appropriate redundant computers to provide for high availability.

Desire2Learn Response:

Fully Clustered Multiple Server Infrastructure (includes Application Cluster, File Cluster, and Database Cluster):

- Uses:
 - High Traffic Production Environment
- Pros:
 - Highly Scalable
 - Excellent Performance
 - Highly Reliable
- Cons
 - Higher Cost in terms of Hardware and Software

These are generalized server specifications to consider when purchasing hardware. It is important to recognize that the following are recommendations/estimates based upon our past seven plus years of experience, load testing, and usage profiles for clients ranging from 100 students to over 500,000. Consulting is required to determine final requirements based upon type of usage of the system.

We always recommend full redundancy – load balanced web application servers and clustered file servers and databases, with a SAN.

Application Server

Hardware Specifications – 4-5 load-balanced Web-Application Servers:

- o **CPU:** Xeon 2-way Processors @ 2.8 + GHz
- o **Memory:** 2-4 GB RAM dependant on the number of websites and projected traffic
- o **I/O:** 20GB+, 10k+ RPM Hard drive

Software Specifications

- o **OS:** Windows 2003 32-bit Standard Edition (up to 4GB)

Database Server

Hardware Specifications - (Clustered Database Servers):

- o **CPU:** Xeon up to 64-way Processors @ 2.8 + GHz
- o **Memory:** 4-64 GB RAM dependant on the size of the DB and # of transactions
- o **I/O:** Raid 1 or 5 configuration

Software Specifications

- o **OS:** Windows 2003 32-bit Standard Edition (up to 4GB and 4-way SMP) or
- o **OS:** Windows 2003 32-bit Enterprise Edition (up to 32GB and 8-way SMP)
- or
- o **OS:** Windows 2003 32-bit Data Center Edition (up to 64GB and 64-way SMP)
- o **Application:** SQL Server 2000 Standard/Enterprise/Data Edition (processor licensing)

File Server

Hardware Specifications - (Clustered File Servers):

- o **CPU:** Xeon 2-way Processors @ 2.8 + GHz
- o **Memory:** 1-2 GB RAM
- o **I/O:** Raid 1 or 5 configuration

Software Specifications

- o **OS:** Windows 2003 32-bit Standard Edition (up to 4GB)

6.9.12.3 Are there limitations on the maximum number of users supported?

Desire2Learn Response:

We have done strenuous load testing in a Microsoft certification facility to determine the maximum user levels. Currently, we anticipate scalability to at least one million users on a single instance and sharing one license, all hardware and maintenance/administration costs. The maximum limitations to users are ultimately determined by the upwards and outwards scalability of the platform which is estimated to be in the tens of millions of users

6.9.12.4 Describe any limitations to scalability that exists.

Desire2Learn Response:

There are no known limitation(s) on scalability that exist.

6.9.13 Documentation/Help

6.9.13.1 Describe the user and technical documentation that is available for the system.

Include information on documentation that provides:

An overview of the system

Installation/configuration information

System and database administration

Technical information on jobs or modules executed

Data element documentation

Description of tables and views and the relationship of database entities

Context sensitive help

Desire2Learn Response:

Desire2Learn is committed to exceptional documentation and are confident that you will find the documents useful for all levels and types of users.

Also, online and contextual help documentation is available throughout the Learning Platform. It is completely customizable and can be re-written by your organization for any tool, for any organization type or for any user role. As well, you can automatically restore a help menu to its original state at any time.

Sample of the Desire2Learn System Documentation:

- Desire2Learn Organization Management Environment (DOME) Reference Guide
- Equation Editor Troubleshooting Guide (for the WYSIWYG Editor)
- Roles and User Security Settings Guide (includes Self Registration)
- Creating Courses: Options and Approaches (Batch Course Import)
- Learning Object Repository (LOR) Guide
- Official Supported Browsers/OS List and Support Lifecycle
- Offsite Installation checklist
- Server Requirements
- Win2003 Server Setup
- Recommended (User) System Settings

Sample of the Desire2Learn Integration and Configuration Documentation:

- Integration with Email Options (including IMAP)
- Integration with LDAP
- Integration with SIS/UIS
- Integrating your SIS/UIS with the Desire2Learn Platform
- Defining an Organizational Structure

Sample of the Site Administrator Library:

- Site Management Guide
- WebDav and Desire2Learn
- Importing a SCO

Sample of the Instructor Library:

- Teaching with Desire2Learn (includes Context Specific Help)
- Strategies for Creating Content
- Learning with Desire2Learn: Student Guide (Includes Context Specific Help)
- Using Regular Expressions in the Quizzing Tool
- Importing a Respondus 2.0 Quiz into Desire2Learn
- Creating Arithmetic Questions

6.9.13.2 Provide a list of the printed and electronic formats (e.g., PDF, HTML, Word, online in the application) in which each documentation set is available. If available online, indicate where and how to access.

Desire2Learn Response:

The Desire2Learn User Guides are available in printed form, or they can be sent electronically as a Word document, an Adobe PDF file, or HTML to any faculty, staff, eLearning administrator or instructor. They are also available online for our clients in our documentation library.

6.9.13.3 Provide limitations on the distribution of documentation.

Desire2Learn Response:

The Desire2Learn software and materials are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Documentation provided by Desire2Learn is for the sole use of our clients and our product license agreement requires that no access to others to any documentation or software be permitted at any time, regardless of medium.

6.9.13.4 Describe how the Respondent ensures that the documentation provides clear, accurate, and detailed error messages.

Desire2Learn Response:

Documentations are written by Desire2Learn's specialists from our Professional Services and reviewed by Documentation department prior to release to our clients.

6.9.13.5 Describe how the SDBOR can modify the help documentation to meet the needs of each institution.

Desire2Learn Response:

The documents can be modified as needed by SDBOR. Also, online and contextual help documentation is available throughout the Learning Platform. It is completely customizable and can be re-written by your organization for any tool, for any organization type or for any user role. As well, you can automatically restore a help menu to its original state at any time.

6.9.13.6 What documentation is provided with new releases?

Desire2Learn Response:

Desire2Learn re-writes and releases all applicable documentation with each major release (i.e. 8.1).

6.9.13.7 Does the Respondent provide full documentation in an accessible format to meet the requirements as indicated in section 6.4.6?

Desire2Learn Response:

Yes, special documentation can be made available for the visually impaired upon request. HTML versions of documentation could be made available for font size changing and screen readers on request. Word documents can also be reviewed using a screen reader making them completely accessible.

6.9.14 Support/Consulting/Training

6.9.14.1 Describe installation support included with the cost of this product.

Desire2Learn Response:

Desire2Learn provides full installation of the Desire2Learn application, for Desire2Learn hosted or self-hosted systems, as part of the overall costing for the product. Installation and implementation are included in the one-time Implementation fee. All project management and consulting on hardware and setup is included at no additional cost. We also typically help with the initial branding, setup of the organizational structures, roles, etc. All upgrades and maintenance of the system are covered in the licensing cost.

Desire2Learn also provides documentation regarding the recommended installation and configuration of the hardware, operating systems, application servers, and database servers.

6.9.14.2 Describe the training provided with the cost of this product including class descriptions and training objectives for end-users, technical staff, and others, including methods used (instructor led, distance learning, "train-the-trainer," CBT, etc.), locations, and frequency of offerings. Identify the standard training and any customized training that is available to reflect individual institution needs, and include any limitations such as class sizes, locations, and time limits. Consider training requirements for

system/software upgrades in the answer. Any additional costs associated with add-on or customized training should be listed separately in the Cost Proposal (see Section 7), not in the response to this question.

Desire2Learn Response:

Desire2Learn has an online user community where all of our clients can ask questions and share ideas on teaching with Desire2Learn. In addition our trainers have created online courses on how to use different tools within the system. Desire2Learn offers eLearning courses, virtual presentations, and much more. The Desire2Learn Community is another tremendous resource for training, support and best practice information. Desire2Learn clients from all over share their knowledge and build partnerships for collaboration, content sharing and pedagogy.

6.9.14.3 Describe the on-going support available on a 24-hour/7-day basis to both technical staff and end-users including hot line or toll free numbers, day and time availability, and any restrictions. Minimum technical support response time should be indicated, with any differences clearly noted in support response time for different users or the time of day. In the Cost Proposal (see Section 7), specify options and complete descriptions for levels of support (e.g., gold, etc.)

Desire2Learn Response:

Desire2Learn has built a reputation in the industry for excellence in support. We have immediate telephone support between 8 AM and 8 PM Eastern Standard Time, Monday to Friday, and immediate callback support outside of those hours. Desire2Learn also has an online Support Management System (SMS) system that integrates with email so that you can request information, report issues, and receive feedback.

Response commitments from the Desire2Learn organization are made available to our clients with our Service Level Agreement (SLA).

Desire2Learn provides a number of sources of self-help to our administrator and user clients in addition to the live support of our 24/7 Support Team.

Desire2Learn has callback support for emergency issues 24 hours a day, 7 days a week, and 365 days a year.

Desire2Learn currently has a Toll free number availability as an optional feature. Standard telephone support is provided using a regular phone number (519 area code).

Desire2Learn offers ongoing technical support to technical staff, administrators, and instructors through the following channels:

Desire2Learn Support Channels		
Support Type	Hours of Operation	Contact Information

Web Based	24*7	The Desire2Learn SMS
Email	24*7	A direct Email to be provided
Telephone	24*7	A direct # to be provided

6.9.14.4 Describe how information releases, such as technical updates or informational releases for users, are distributed or made available to clients.

Desire2Learn Response:

The Support System Web site provides documentation, technical updates, informational releases, a discussion forum, and much more. Clients can also choose to subscribe to an updates service through the portal that sends them vital system information updates and general news regarding the Desire2Learn platform.

6.9.14.5 Describe the consulting services offered for typical types of work.

Desire2Learn Response:

Desire2Learn Inc. provides full professional and consulting services for its current customer base. With software developers, curriculum developers, and instructional designers, Desire2Learn provides end-to-end learning solutions for higher education. Desire2Learn's services consist of, but are not limited to:

- eLearning strategy consulting and development
- Course conversion services
- Learning platform consulting services
- Professional instructional design consulting, including best practice development
- Course design and development
- Learning object design and development
- Second and third tier customer support
- Information technology support
- Advanced network engineering

6.9.14.6 Identify the amount of staffing and the funds as a percent of revenue that are devoted by the Respondent to customer support.

Desire2Learn Response:

Percentage of Full time Employees (of ~150 FTEs) dedicated to each area:

R&D including QA – 43%
Support/implementation/IT – 27%
Training & content services – 10%
Sales - 11%
General Admin – 9%

6.9.15 Conversion

6.9.15.1 In terms of the conversion process the SDBOR expects the following results, without manual intervention, from a course developed using standard methods in WebCT when converted to the Respondent's product:

Desire2Learn Response:

We would like to offer this comment for your consideration:

"We had several goals with this RFP process: to find a product that is easy for faculty to learn and easy to use, to find a product that is efficient in converting courses from other CMS platforms, to find a product that is standards based so that future conversions will be seamless, and to find a product that we can stick with for at least five years. The Desire2Learn product meets all of these criteria."

Kathy Pletcher
Associate Provost for Information Services at UW-Green Bay
LMS/CMS Task Force Chair
University of Wisconsin System

6.9.15.2 The question database will convert entirely intact

Desire2Learn Response:

Yes, we can convert the question bank/library to Desire2Learn's platform. The Desire2Learn testing and assessment tools are fully compliant with IMS QTI

6.9.15.3 The quiz/survey questions will convert entirely intact

Desire2Learn Response:

Several file formats for batch mode importing of test questions are available for use, including standard text or spreadsheet files, such as .csv files, as well as industry standard question formats, such as IMS-QTI.

6.9.15.4 Any files uploaded into the course will be transferred into the converted course.

Desire2Learn Response:

Yes, all the course contents along with the quizzes, Surveys and discussions will be converted to Desire2Learn. IMS Course packages could be imported to our platform through our course import tool.

6.9.15.5 At least 80% of course content will convert intact; however, navigation may be changed (or may need to be changed by an instructor) to suit the new environment. Other cosmetic changes may be needed as well.

Desire2Learn Response:

IMS course packaging is fully supported for course import and export for content and quizzing in the Desire2Learn platform. There is slight variation in the way that every vendor implements and extends the IMS standard, and Desire2Learn has built tools specifically to import WebCT and BlackBoard courses. Desire2Learn also imports SCORM Shareable Content Objects (SCO) packages based on SCORM 2004.

6.9.15.6 Calendar events will convert intact; however, references to internal navigation may need to be updated.

Desire2Learn Response:

Through the use of out-of-the-box web services, open APIs and adherence to open standards and specifications the Desire2Learn Learning Platform seamlessly integrates (real-time or snapshot) with calendar systems.

6.9.15.7 Course content modules will convert intact; however, navigation may be changed (or may need to be changed) to suit the new environment

Desire2Learn Response:

Within the scope of the Desire2Learn application, content is currently transferred into and out of the content management system using an HTTP binary. Non-database content can also be transferred in and out of the system using FTP or WebDav as both protocols are supported by the Web Server.

6.9.15.8 Please discuss what student information, if any, is transferred into the new course on the proposed solution during the conversion process.

Desire2Learn Response:

The following standards are used for importing/exporting data to/from the Desire2Learn platform.

- IMS Enterprise – SIS integration
- XML 1.0

6.9.15.9 Please state how the product's conversion process will meet the expectations outlined above.

Desire2Learn Response:

In a typical year, Desire2Learn performs over 80,000 course conversions from both Blackboard and WebCT for our clients. To date, **all** our contracts have been renewed and we have no cancelled contracts. We work very hard to ensure all our clients are happy with the technology and services provided

At Desire2Learn, we realize that course migration is one of the biggest concerns of an institution that is selecting a new eLearning Platform. Desire2Learn provides full training, support and tools to make this process as simple and reliable as possible. We offer both one-click single course and network batch conversion tools. All procedures, and training materials you need, will be provided. We have extensive experience in converting courses.

Because course migrations are a key component of any implementation, Desire2Learn is committed to reusability of content as shown through the industry's only Learning Object Repository product and our course conversion tools.

Existing one-click import tools are built and available for importing from WebCT.

Desire2Learn would be pleased to work with your institution to determine the best approach for the migration of existing content into our system. We have extensive experience in converting course content into our LMS platform.

Desire2Learn's staff will test a few courses for you, to make sure that the correct import tool is being used with a given CMS version, and then we train your staff to be able to use our one-click course import/conversion or perform a batch conversion. This process has been tremendously successful, as our clients will attest. At UWS, over 17,000 courses were converted from Blackboard and WebCT.

6.9.15.10 Describe how data and content from WebCT will be converted and loaded into the system.

Desire2Learn Response:

Once the export file from another platform has been created, a user in Desire2Learn simply uploads the package using the Import Course function in the Content administration tools. The import is accomplished with 3 clicks online, and there is also a server-side component that allows bulk conversion of any number of courses at once. Each course takes 30 seconds to over 10 minutes to complete, depending on the size of the package. The bulk course import tool can be run unattended at off-peak times for hundreds or thousands of courses.

Desire2Learn can also import/export user data through its unique middleware. We can support integration with systems through real-time or snap-shot methods. The system can handle imports from .csv files, xml, standards based formats such as IMS Enterprise, direct integration through ODBC, web services, etc. The middleware tools Desire2Learn has built allow for merging datasets, and running different filters/rules against the data before importing it into the system.

6.9.15.11 Describe any limitations of this conversion that exist or any deviations that may occur from the conversion expectations outlined above.

Desire2Learn Response:

There are no limitations on conversion to Desire2Learn. Our Contents team will help SDBOR through this process to make sure the conversion is done seamlessly.

6.9.15.12 What consulting services are included for system conversion and implementation? Demonstrate through documented experiences and/or client references successful use of these services.

Desire2Learn Response:

We offer consulting on course conversion services.

We have extensive experience in meeting client requirements similar to those of your institutions, including number of learners, single enterprise installation, integration with Datatel and other administrative systems, course conversions, integration with third-party tools and more. We have many clients that are of similar size to the SDBOR, including the following clients: Fanshawe College (20,000 users) Rochester Institute of Technology (20,000 users) and the University of Iowa (28,000 users), and through large-scale state-wide implementations including Minnesota State Colleges and Universities, University of Wisconsin System and The Ohio State University System.

6.9.15.13 Describe how the Respondent will assist in the development and planning of strategies for the conversion to the new system.

Desire2Learn Response:

Desire2Learn provides a tool, at no additional cost, to convert and improve courses from other proprietary platforms such as WebCT. This tool is embedded in our course platform for conversion of single courses. Additionally Desire2Learn offers an interface for our batch course conversion tool which can perform many, many conversions in a short period of time.

Information from external applications can be linked to the database directly and content will be converted and imported as standards-based content. All content in the Desire2Learn platform is stored in a file system. Metadata, tags, links and other items that link content or use it in context of the Desire2Learn platform are stored in the relational database.

We can utilize publisher materials as well, including ePacks and Course Packs in Blackboard or WebCT formats, for example. These can be converted to standards for use in Desire2Learn with a one-click import process.

Desire2Learn can also import/export user data through its unique middleware. We can support integration with systems through real-time or snap-shot methods. The system can handle imports from .csv files, xml, standards based formats such as IMS Enterprise, direct integration through ODBC, web services, etc. The middleware tools Desire2Learn has built allow for merging datasets, and running different filters/rules against the data before importing it into the system.

We will work with you to ensure that all of your listed requirements are met.

6.9.15.14 Describe how the Respondent will quickly and competently identify and solve problems that arise during the conversion.

Desire2Learn Response:

Problems are generally quickly identified during the test conversions. We will work with members of your team to ensure that the content is migrating completely and accurately before batch migrations are undertaken. We understand that the manual transfer of an entire course's content from the current LMS is not acceptable, and Desire2Learn has built tools to automate this process.

6.9.16 Implementation Services

6.9.16.1 Is the proposed system in current production and installed at customer sites? Provide a list of sites where this proposed product has been implemented.

Desire2Learn Response:

No, the proposed system is not in current production. It is installed (in various versions) at over 400 customer sites.

We are subject to confidentiality agreements with some of our clients, and as such our complete client list is confidential. The following provides a cross-section of current academic clients:

School

University of Guelph, Open Learning (first key client and helped growth the Distance Education program to ~20,000 students – larger than the on-campus program)

University of Wisconsin System (250,000 students – 1st state to adopt a common system across the entire university system)

Minnesota State Colleges & Universities (370,000 students)

Maryland Department of Education

Ohio State University

The University of Iowa

Florida Distance Learning Consortium

Columbia College

New Brunswick Department of Education

BC Distance Education Schools

6.9.16.2 Provide current release/version number(s) and date(s) for the system.

Desire2Learn Response:

Version 8.1 was released on June 5, 2007.

Version 8.2 is scheduled for May 2007.

6.9.16.3 Provide an estimated implementation/delivery schedule.

Desire2Learn Response:

Desire2Learn has extensive experience with implementing eLearning solutions, and we look forward to partnering with the SDBOR and its institutions to ensure that the project is researched, planned, executed, and sustained in a way that will achieve the standardization that will subsequently allow the system to grow and scale with ease.

A full project plan will be developed within the first one to two weeks of the project's initiation after a full review with input from applicable stakeholders is done. Key considerations include requirements gathering, establishing applicable roles and steering committee at the BOR level, identifying key project members at Desire2Learn, research requirements to determine proper allocation of resources, preparation of agendas for meetings, reporting requirements, timelines, Change Order procedures, etc. The following is a sample that gives an overview of the phases that will be common to all scenarios.

Schedule of Activities

- **Phase I – Project Planning** – To establish the proper organizational structure, system roles, preferred hardware requirements, etc. – two to three months.
- **Phase II – Conversion of Existing Content** – Working with specialized tools to import content from other eLearning systems – one to two months (this can be done in parallel with Phase I).
- **Phase III – Rollout and integration** – Rollout of the system is usually done in a day or two with the integration into other SIS systems taking as little as a few hours to a couple of weeks (depending on the custom development required.) Planning may take over a month.
- **Phase IV – Fine-tuning** – One to two months after the rollout.

6.9.16.4 Summarize the roles of the Respondent and the SDBOR during the conversion and implementation process.

Desire2Learn Response:

The following key staff roles will be established for this project:

Role	Responsibilities
Desire2Learn Project Sponsor	Senior executive responsible for ensuring the project is a success and showcase for the SDBOR, and act as an advisor on the project
Account Manager	Single point of contact to ensure the project remains on track and the on-going relationship is strong.
Support Manager	First point of escalation for support issues, and main point of contact for establishing support practices.

Implementation Services Manager	Responsible for all integration and the steps taken to ensure a smooth implementation.
Product Manager	Works with the client to map out new feature enhancements to ensure custom application development is done properly, or to work suggestions for features into the core platform road-map.
System Engineer	Responsible for approval of architecture used in the implementation of the project, and integration with other systems.
Development Team Leader	Responsible for managing the development team for this project. This will include integration issues with other software systems.
Quality Assurance and Support	Responsible for support, issue tracking, quality assurance, and assisting with the development of the project.
Graphic Designer	Responsible for the design and customization of the user interface.
Web Developers	Responsible for the development and customization of web applications.
Database Developer	Responsible for the development and customization of database applications.
Trainer	Responsible for the development and customization of the training program for the SDBOR.

As previously referenced, we would recommend the following roles and responsibilities for the client team:

- Project manager
- Integration technical lead (one or more persons per institution) during the implementation/integration phases
- Course conversion lead
- Technical administrator – for on-going support of the system including database backups, server patches, etc.
- Trainer – one or more persons per institution responsible for setup of courses and training instructors and train-the-trainer personnel, if required.

6.9.16.5 Describe how the Respondent will quickly and competently identify and solve problems that arise during the implementation process.

Your Desire2Learn Account Manager is your single point of contact to ensure the project remains on track and the on-going relationship is strong, and to facilitate the handling of all issues, including training, support, implementation, integration and more.

6.9.16.6 Describe how the Respondent proposes to manage the project implementation in concert with the SDBOR and individual SDBOR institutions.

Desire2Learn Response:

Desire2Learn has experience working with multiple institutions in a consortium approach. We recommend identifying members of the client team to be responsible for policy, procedure and business process decisions, training needs, support contacts, feature requests, integrations and course conversions. Multiple areas can be handled by one person, but we recommend a Project Lead as counterpart to our Account Manager, a central committee and, when needed, subcommittees for the various aspects of the project.

Specifically:

- You will need to identify key people to work with Desire2Learn's staff and Desire2Learn will ensure the appropriate resources are present to manage the project effectively
- Your team and the Desire2Learn Team will need to:
 - Hold daily/weekly meetings/conference calls
 - Set milestones
 - Hold regular focus group meetings for feedback at regularly scheduled intervals (we recommend every four months)

The following is a **granular project outline** that we use in most implementations:

- Project Kickoff
 - Contract review of products & services
 - Definition of timelines
 - Outline number of users, courses
- Architecture/Integration Design
 - Define Project Structure, Teams, resources
 - Definition of deliverables
 - Review User Scenarios
 - Infrastructure review
 - Design specs for course conversions, integrations
 - Design org structure, user roles, homepages and nav bars
 - Redefine deployment schedule based on design
- Implementation
 - Finalize Deployment Plan and Schedule for all orgs
 - Perform Production Build
 - Install Desire2Learn
 - Configure site
 - Implement org structure, user roles, nav bar and Homepages
 - Setup integration
 - Implement integration on production site
 - Convert existing courses
 - Provide admin and instructor training
- Go Live with production site
- Review implementation
 - Perform review after several months of Go Live

Timelines can be changed to meet your specific needs.

6.9.17 Reporting

6.9.17.1 Describe reporting the system provides to analyze system usage from a student, instructor, and/or institutional or system-wide perspective.

Desire2Learn Response:

The Desire2Learn Learning Platform retains all activities by all users within its database for ease of access and for reporting purposes. This includes all contributions to discussions, chats, all quizzes, surveys, grades and much more. This wealth of information is available to administrators through the SCORM compliant Reporting Tool which, like all tools in Desire2Learn, is based on user permissions. With a form-based interface, custom reports can be generated to access the data at any level of granularity or reports can be selected from a large number of standard reports.

Desire2Learn currently has one of the most sophisticated reporting engines in the industry. There are currently approximately 70+ out-of-the-box reports, and the functionality is also going to be further enhanced with a library of 200+ new reports based upon client feedback.

The Reporting Tool allows you to choose from dozens of standard reports or to create custom reports through its form-based user interface. Custom fields can be added to user entity in the platform to capture demographics and comments for students. Comments such as grade book scores, assignment feedback, and teacher personal comments can be shared by multiple teachers by enrolling multiple teachers with the instructor role in a particular course.

6.9.17.2 Provide a complete list of all of the standard reports.

Desire2Learn Response:

The default reports (in graphical and table format) include:

- User Access Reports, such as:
 - Number of users who have (have not) successfully logged in
 - Total number of active sessions over time
 - Number of active sessions by role over time (all departments/campus)
 - Comparison reports, such as active sessions over time by department, campus, or other organizational unit
 - Total number of users online over time
 - Comparison of users online by department over time
- Enrollment Reports, such as:
 - Number of course enrolments for each department/campus/etc
 - Number of course enrolments for each role in the system

- Number of course enrolments over time
- Communication Tool Reports, such as:
 - Number of discussion posts for each department/campus/etc
 - Number of discussion posts for each term/semester
 - Number of discussion posts over time
- Assignment Management Reports, such as:
 - Number of submitted files for each department/campus/etc
- Space Usage Reports, such as:
 - Space usage reports for dropbox files
 - Space usage reports for locker size by departments/campus/etc
- Content and Course Reports, such as:
 - Number of content objects by department/campus/etc
 - Number of content objects by term/semester
 - Number of courses offering enrolments by department/campus/etc over time
 - Number of content feedback objects by department/campus/etc
 - Number of content feedback objects by term/semester
 - Number of surveys by department/campus/etc
 - Number of surveys by term/semester

6.9.17.3 Describe the electronic formats of reports.

Desire2Learn Response:

All reports created internal to Desire2Learn can be exported to an Excel spreadsheet.

6.9.17.4 Describe the system's ability to preview reports on line, including customized reports from live data.

Desire2Learn Response:

Most reports can be run in real-time. The data warehouse also allows reports to be scheduled and cached. Report data may be exported to .CSV files for offline analysis. Reports can be previewed online.

For more detailed reports or for specific reports that are not possible to define through the Reporting tool's interface, administrators may choose to use the Data Dictionary. The Data Dictionary is a central repository that contains all of the reporting data.

While the Reporting tool's interface uses pre-defined datasets and output formats, the Data Dictionary can be accessed by any external reporting tool; for example, Crystal Reports, to report on any dataset and produce the output in any format. Similar to the Reporting tool, the Data Dictionary accesses the Data Warehouse and not the Production Database, so it does not affect system performance.

6.9.17.5 Describe how security and authorization applies to reporting.

Desire2Learn Response:

Desire2Learn's role-based security will enable UC to push down administrative control, including database access and control, to institutions or departments/organizations within those institutions, providing them complete autonomy of their eLearning environments plus the benefit of system-wide collaboration. This flexibility allows you to define different types of configurations for different organizations, programs and, optionally, to provide autonomy and control to different groups within the larger organization, all in a single database instance. This allows for the central and secure storage and universal access of data based on security and access privileges.

The data can easily be queried based on the organization or organizational unit because only that data will be available to the associated and appropriate end-user. Or, it may be queried at the highest organizational level to include all lower levels of the higher organization.

6.9.18 Query Tools

6.9.18.1 The SDBOR may require ad-hoc access to information by multiple levels of users (many of whom are not technical experts). Please describe how the system:

6.9.18.1.1. Provides ease of use in obtaining discrete data elements

Desire2Learn Response:

Yes, a form-based interface allows custom reports to be generated to access the data at any level of granularity, or reports can be selected from a large number of standard reports. Programming or HTML knowledge is not necessary.

6.9.18.1.2. Provides built in security features for the query tools

Desire2Learn Response:

Yes, as referenced, security is enabled at a granular level by Desire2Learn's configurable role-based security options.

6.9.18.1.3. Uses the security rules defined in the system to govern application and data use

Desire2Learn Response:

Yes, the security rules govern both application and data use.

6.9.18.1.4. Provides the ability to query information phonetically (e.g., "sounds like") or in English

Desire2Learn Response:

This type of query is not available through our reporting tool.

6.9.18.1.5	Describe how security and authorization applies to query tools
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Desire2Learn Response:

All Desire2Learn tools are accessible based on role-based authorization with applicable security rights.

3.8.4 Additional Proposal Supporting Materials

To illustrate the performance and features of proposed software, respondents are requested to provide reasonably brief demonstration software, product materials or videos, or other concrete evidence of product performance. In addition, for the same purpose, respondents may refer the SDBOR to sites on the world wide web to review relevant data and information regarding the proposed software. However, the SDBOR reserves the right to evaluate proposals on the basis of the written proposal alone with or without the use of any additional materials by any or all evaluators. Respondents may refer to web sites to provide additional product or company information but are cautioned that they should not do so in place of fully providing information required in this RFP.

Desire2Learn Response:

The following website and login information is a fully functional version of Desire2Learn which has been created specifically for SDBOR and its institutions. We have used BHSU and DSU as sample institutions. Please feel free to explore the different roles and capabilities, but please be cautious with the administrative account.

Website: <http://sdbor.desire2learn.com>

Administrator Login

username: d2ladmin
password: sdadmin

Instructor & Student Logins

BLACK HILLS

username: BHSU.Student1 (password: bhsu)
username: BHSU.Student2 (password: bhsu)
username: BHSU.Student3 (password: bhsu)
username: BHSU.Student4 (password: bhsu)
username: BHSU.Instructor (password: bhsu)

DAKOTA STATE

username: DSU.Student1 (password: dsu)
username: DSU.Student2 (password: dsu)
username: DSU.Student3 (password: dsu)
username: DSU.Student4 (password: dsu)
username: DSU.Instructor (password: dsu)

Other

Ohio State University - Demonstration

<http://telr.osu.edu/carmen/tour/carmementour.html>



ORDER FORM

Order # 01190852

D2L Ltd.

500 York Road
Towson, MD 21204
Phone: 1-519-772-0325

ORDER DATE DECEMBER 23, 2015
ORDER EXPIRATION DATE JANUARY 22, 2016

TO South Dakota Board of Regents ("Client")
306 E Capitol Avenue, Suite 200, Suite 20
Pierre, SD, United States 57501-2545

RE: ePortfolio Pilot

Order Effective Date	January 01, 2016
Order End Date	June 30, 2016
Initial Term	5 months, 30 days
User Model	
Currency	\$ USD

Pricing Breakdown

Item	Transition Period
Pricing Period	January 01, 2016 - June 30, 2016
Fees Due	January 01, 2016
User Count	200
Software	\$2,000.00
Services	\$5,500.00
Total	\$7,500.00

Pricing does not include applicable taxes.

Pricing Details

SOFTWARE INCLUDES
Brightspace ePortfolio Annual Fees
SERVICES INCLUDES
Brightspace ePortfolio Implementation

SPECIAL TERMS AND CONDITIONS
N/A

This Order Form between D2L and Client is governed by the terms of the applicable signed agreement between the Parties ("Governing Agreement"), and may be accepted as a binding agreement under the Governing Agreement provided that (a) it is signed and returned, or (b) a valid Purchase Order ("PO") referencing D2L's Order # above is provided. Unless otherwise indicated on this Order Form, all other terms of the Governing Agreement remain in full force and effect. No modifications to this Order Form or supplemental terms provided on a PO or similar document will have any binding effect.

This Order Form is valid up to and inclusive of the Order Expiration Date. D2L reserves the right to accept or reject any PO or signed Order Form after the Expiration Date.

To accept this Order Form, sign here:

Monte R. Kramer

Print Name:

Monte R. Kramer

Date:

12-24-2015

THE INDIVIDUAL SIGNING IS AUTHORIZED TO BIND CLIENT.



ORDER FORM

Order # 01421233

D2L Ltd.

500 York Road
Towson, MD 21204
Phone: 1-519-772-0325

ORDER DATE JULY 06, 2016
ORDER EXPIRATION DATE JULY 31, 2016

TO South Dakota Board of Regents ("Client")
306 E Capitol Avenue, Suite 200, Suite 20
Pierre, SD, United States 57501-2545

RE: ePortfolio Pilot for 2016/17 Academic year

Order Effective Date	July 01, 2016
Order End Date	June 30, 2017
User Model	FTE
Currency	\$ USD

Pricing Breakdown

Item	Year 1
Pricing Period	July 01, 2016 - June 30, 2017
Fees Due	July 01, 2016
User Count	200
Software	\$2,000.00
Total	\$2,000.00

Pricing does not include applicable taxes.

Pricing Details

SOFTWARE INCLUDES

Brightspace ePortfolio Annual Fees

SPECIAL TERMS AND CONDITIONS

N/A



This Order Form between D2L and Client is governed by the terms of the existing executed agreement between the Parties ("Master Agreement"), and may be accepted as a binding agreement under the Master Agreement provided that (a) it is signed and returned, or (b) a valid Purchase Order ("PO") referencing D2L's Order # above is provided. Unless otherwise indicated on this Order Form, all other terms of the Master Agreement remain in full force and effect. No modifications to this Order Form or supplemental terms provided on a PO or similar document will have any binding effect.

This Order Form is valid up to and inclusive of the Order Expiration Date. D2L reserves the right to accept or reject any PO or signed Order Form after the Expiration Date.

To accept this Order Form, sign here:

Monte R. Kramer

Print Name:

Monte R. Kramer

Date:

7-25-2016

THE INDIVIDUAL SIGNING IS AUTHORIZED TO BIND CLIENT.

03-June-10
Via Courier

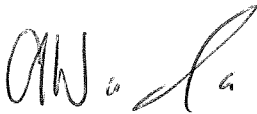
RECEIVED
JUN 10 2010
BOARD OF REGENTS

Monte Kramer
Systems VP for Administration
South Dakota Board of Regents
306 E. Capital Ave, Suite 200
Pierre, SD 57501-2545

Dear Monte,

Enclosed is the Revised Fee Schedule dated October 21, 2008 for you records.

Sincerely,



Andrew Warzecha
Law Clerk

Encl.
:akw

21-October-08

Via Email

Monte Kramer
System VP for Administration
South Dakota Board of Regents
306 E. Capitol Ave, Suite 200
Pierre, SD 57501-2545

RE: Revised Fee Schedule

Dear Monte:

I understand that South Dakota Board of Regents wishes the following additions to the August 13, 2007 Master Agreement between South Dakota Board of Regents and Desire2Learn Incorporated:

1. Datatel SIS Integration – User Enrollment Emails. - \$611 Annual Maintenance
 - a. Please refer to 'SDBOR SIS Integration_User Enrollment Email_Change Request .pdf dated April 14, 2008 for description and proposed budget. (attached)
2. Datatel SIS Integration – Grades Export Customizations - \$500 Annual Maintenance
 - a. Please refer to WO-007 dated September 09, 2008 for project description, solution description, schedule, assumptions, & terms and conditions. (attached)
3. Course Attendance Report - \$500 Annual Maintenance
 - a. Please refer to WO-006 dated April 16, 2008 for project description, solution description, schedule, assumptions, & terms and conditions. (attached)
4. Custom Automatic Course Branding - \$636 Annual Maintenance
 - a. Please refer to WO-002 dated November 12, 2007 for project description, solution description, schedule, assumptions, & terms and conditions. (attached)

Please find attached a revised Fee and Rates Schedule. All other terms and conditions of the August 13 2007, Master Agreement and any amending letters between South Dakota Board of Regents and Desire2Learn Incorporated remain unchanged. All terms not defined herein shall have the meaning as given in the Agreement.

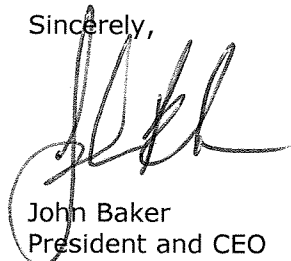
www.Desire2Learn.com

Desire2Learn Incorporated
305 King Street West, Suite 200
Kitchener, Ontario N2G 1B9 Canada

Toll Free: 1 888.772.0325 (U.S. & Can.)
Telephone: +1 519.772.0325
Fax: +1 519.772.0324

If you agree with the above, please indicate by signing below. The Parties hereto have caused this amendment to be executed by their duly authorized corporate representatives and is deemed effective the date first signed by South Dakota Board of Regents.

Sincerely,



John Baker
President and CEO

Encl.



Agreed & Accepted:

South Dakota Board of Regents

Monte R. Kramer
Signature
System VP of Finance & Administration
Title
5-17-10
Date

FEE AND RATES SCHEDULE

(Rev.21-October-08)

Effective Date: August 13, 2007

Client: South Dakota Board of Regents

COMPONENT	MEASURE	FEES	DUE
One-time Fees:			
Learning Environment	Installation for 25,000 FTE (up to 6 Organizations)	\$31,500	50% upon signing; 50% upon completion
Learning Object Repository	Installation for 25,000 FTE	\$9,000	
Datatel SIS Integration*	Single state-wide integration	\$40,000	
LiveRoom Express	Installation for 25,000 FTE	Included	
Training	3 days	Included	
Datatel SIS Integration – User Enrollment Emails	Implementation	\$4,075	100% upon completion
Datatel SIS Integration – Grades Export Customizations	Implementation	\$4,230	100% upon completion
<u>Course Attendance Report</u>	Implementation	\$6,795	100% upon completion
<u>Custom Automatic Course Branding</u>	Implementation	\$4,240	100% upon completion
One-time Fees Total		\$99,840	
Annual Fees:			
Learning Environment	25,000 FTE (additional charge for any additional FTE; includes 2 Standard Support Contacts)	\$128,750	13 Aug
Learning Object Repository	25,000 FTE	\$37,500	13 Aug
LiveRoom Express	25,000 FTE	Included	
Hosting (Shared Hardware, Dedicated Instance)	25,000 FTE	\$122,500	13 Aug
Standard Tape Backup	Shared; 7 day RTO; Maximum 1 day of data loss	Included	
Additional Named Standard Support Contacts	4 @ \$5,500 each	\$22,000	13 Aug
Test Environment Hosting Fee	1 test environment including maintenance	\$9,500	13 Aug
Datatel SIS Integration	Maintenance	\$5,000	13 Aug

Datatel SIS Integration – User Enrollment Emails	Maintenance	\$611	13 Aug
Datatel SIS Integration – Grades Export Customizations	Maintenance	\$500	13 Aug
Course Attendance Report	Maintenance	\$500	13 Aug
Custom Automatic Course Branding	Maintenance	\$636	13 Aug
Annual Fees Total:		76,247	

BUSINESS AGREEMENT

This Business Agreement (this "**Agreement**"), which includes all Exhibits attached hereto, including any NET+ Service Schedules, is entered into on April 3, 2014 (the "**Effective Date**") between D2L Ltd. ("**Service Provider**"), with a place of business located at 715 St. Paul Street, Baltimore MD 21202, and the University Corporation for Advanced Internet Development d/b/a Internet2 ("**Internet2**"), with a place of business located at 1000 Oakbrook Drive, Suite 300, Ann Arbor, Michigan 48104. For good and valuable consideration, the receipt and sufficiency of which Service Provider and Internet2 acknowledge, Service Provider and Internet2 agree as follows:

1. **Certain Definitions.** The following terms when capitalized have the meanings specified below:

"Account" means a data storage account for an Enterprise Customer, Enterprise Customer Administrator or a User that is created using the Services.

"Additional Services" means any additional services identified on Exhibit 1 or subsequently identified in an Exhibit to be added to this Agreement that Enterprise Customers are eligible to order through Internet2 or an Internet2 NET+ Partner under a Customer Agreement.

"Affiliate" means, with respect to any Person, any Person controlling, controlled by or under common control with such Person.

"API" means the interfaces and protocols that are provided by Service Provider to Enterprise Customers for the purpose of an Enterprise Customer's development of solutions and applications that can operate with the Services on an automated or scripted basis.

"Applicable Law" means, with respect to any Person, matter or thing, any current or future Federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any Authority applicable to such Person, matter or thing.

"Applicable Internet2 NET+ Program Agreements" means this Agreement, the Customer Agreements and the Internet2 NET+ Partner Agreements.

"Authority" means any governmental, quasi-governmental, regulatory or administrative body, agency

or authority, any court or tribunal of judicial authority, any arbitrator or any public, private or industry regulatory authority, whether national, Federal, state or local.

"Business Associate Agreement" shall have the meaning given in Section 8.2(b) of this Agreement.

"Confidential Information" means all proprietary or non-public information, data, systems, deliverables, technology, methodologies, specifications, trade secrets, software, business plans, operations, products, methods, procedures, reports, customers, services, equipment, systems and facilities of a Party, any Enterprise Customer, or any Internet2 NET+ Partner (each of the foregoing, a "Disclosing Person"), identified as confidential, regardless of the form or method of communication, and any requirements owned by a Disclosing Person or licensed by a Disclosing Person from a third party. Confidential Information does not include: (a) information that is (i) now available or becomes available to the public without breach of this Agreement, (ii) obtained from a third party or parties having no obligation of confidentiality with respect to such information, or (iii) independently developed by the receiving Party without reference to Confidential Information of the Disclosing Person; or (b) the Internet2 Customer Agreements (except to the extent, if at all, the Internet2 Customer Agreement provides that, as to some or all of the financial terms of the Internet2 Customer Agreement, such terms are confidential, in which instance only those terms identified as confidential shall be treated as confidential); (c) the Internet2 NET+ Partner Agreements (except, with respect to any Internet2 NET+ Partner Agreement, to the extent that the applicable Internet2 NET+ Partner Agreement permits certain terms in such Internet2 NET+ Partner Agreement to be confidential, in which event such terms only shall remain confidential); (d) the Internet2 NET+ Partner Customer Agreements (except, with respect to any Internet2 NET+ Partner Customer Agreement, to the extent, if at all, that the applicable Internet2 NET+ Partner Customer Agreement provides that certain terms in such Internet2 NET+ Partner Customer Agreement are confidential, in which event such terms only shall remain confidential); and (e) this Agreement (other than the Redacted Provisions of this Agreement, as these Redacted Provisions of this Agreement is Confidential Information).

Business Agreement – B (9/2013)

AFDOCS/10873347.1

“Contract Year” means, with respect to an Enterprise Customer Term, each twelve (12) month period commencing on the initial day of an Enterprise Customer Term and thereafter commencing on the anniversary of such date.

“Contractor/Agents” means Internet2 Contractor/Agents or Service Provider Contractor/Agents, as defined in Section 9.21.

“Customer Agreement” means any Internet2 Customer Agreement or any Internet2 NET+ Partner Customer Agreement.

“Deletion Date” means, as to each Customer Agreement, the date that is ten (10) business days after the applicable Enterprise Customer Term expires or is earlier terminated, except that if a Retention Period applies under the applicable Customer Agreement, the Deletion Date shall be the date that is ten (10) business days following the end of the Retention Period.

“Documentation” means any written or electronic documentation that is furnished or made available by Service Provider to Enterprise Customers. The Documentation related to the Service Provider Platform shall be considered part of the Service Provider Platform, the Documentation related to the Service Provider Software shall be considered part of the Service Provider Software, and the Documentation related to the Additional Services shall be considered part of the Additional Services.

“Enterprise Customer” means any Internet2 Enterprise Customer or any Internet2 NET+ Partner Enterprise Customer.

“Enterprise Customer Administrator(s)” means an individual person or persons assigned by an Enterprise Customer as a primary manager for the Services with the authority to create and manage Accounts within the Service Provider Platform that are associated with such Enterprise Customer.

“Enterprise Customer Confidential Information” means Confidential Information of an Enterprise Customer (which, for the avoidance of doubt, includes confidential information of its Users) and shall include all Enterprise Customer Data.

“Enterprise Customer Data” means all data, including, without limitation, Personal Data and all binary text, sound, image, video or other files, including, applications, that are uploaded to and stored on the Service Provider Platform based on a Customer Agreement by, or on behalf of, an Enterprise Customer or any User through an Enterprise Customer's or any User's use of the Services or created by an Enterprise Customer or any User through use of the Services. When this defined term is used in connection with a single Enterprise Customer, it shall mean the Enterprise Customer Data for that Enterprise Customer only (which, for the avoidance of doubt, also includes any Enterprise Customer Data of any User using the Services through such Enterprise Customer). When this defined term is used in connection with all Enterprise Customers collectively, it shall mean the aggregate of the Enterprise Customer Data for all Enterprise Customers (which, for the avoidance of doubt, also includes any Enterprise Customer Data of any Users using the Services through any such Enterprise Customers).

“Enterprise Customer Term” means, as to each Enterprise Customer, the term during which Service Provider is to provide Services to Enterprise Customer pursuant to a Customer Agreement.

“Exception Amounts” means (i) Internet2 NET+ Partner Retained Fees; and (ii) Internet2 NET+ Partner Internet2 Kept Fees.

“Fee(s)” means the fees payable by Internet2 to Service Provider under this Agreement in connection with Service Provider's provision of Services to Enterprise Customers. When this defined term is used in connection with a single Enterprise Customer, it shall mean the fees payable by Internet2 to Service Provider in connection with that Enterprise Customer. When this defined term is used in connection with all Enterprise Customers collectively, it shall mean the aggregate of the Fees payable by Internet2 to Service Provider in connection with all Enterprise Customers. For the avoidance of doubt, the Fees do not include any Exception Amounts.

“FERPA” means the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, and its implementing regulations.

“Internet2 Confidential Information” means Confidential Information of Internet2.

“Internet2 Customer Agreement” means a binding written agreement (including the NET+ Service Schedule annexed thereto and incorporated therein), whether existing as of the Effective Date or entered into on or after the Effective Date, between Internet2 and an Enterprise Customer pursuant to which an Enterprise Customer is to obtain access to, among other things, the Services. With respect to an Internet2 Customer Agreement, but with respect to the Services alone (and not with respect to the Other Service Provider NET+ Service Schedules or other documents or agreements relating to the services of other service providers), (i) the current form of Internet2 Customer Agreement is in all material respects in the form of Exhibit Q-1, and (ii) such Internet2 Customer Agreement may also include additional terms and conditions that are materially different from Exhibit Q-1, provided that the additional terms and conditions have been approved by Service Provider in accordance with Section 2.2(c) of this Agreement. For the avoidance of doubt, and notwithstanding the foregoing, portions of an Internet2 Customer Agreement that do not relate to the Services, but relate to the services of other service providers (such as Other Service Provider NET+ Service Schedules), are not intended to be governed by this Agreement and Service Provider shall have no rights in connection with such portions of an Internet2 Customer Agreement (including no right of approval with respect to such portions).

“Internet2 Enterprise Customer” means each Qualified Person that has executed or executes a Customer Agreement with Internet2 that includes an Internet2 NET+ Service Schedule.

“Internet2 NET+ Partner” means each Person that has executed or executes an Internet2 NET+ Partner Agreement with Internet2, and is identified as an Internet2 NET+ Partner in such agreement.

“Internet2 NET+ Partner Agreement” means an agreement between Internet2 and an Internet2 NET+ Partner, but only in so far as it relates to the Services and Service Provider, and (i) that is entitled an “Internet2 NET+ Partner Agreement” or (ii) that Internet2 notifies Service Provider constitutes an Internet2 NET+ Partner

Agreement. For the avoidance of the doubt, for purposes of this Agreement, (x) the term Internet2 NET+ Partner Agreement shall mean an Internet2 NET+ Partner Agreement that is inclusive of an “Internet2 NET+ Service Order”, as such term is defined in an Internet2 NET+ Partner Agreement, that is applicable to the Services; and (y) the term Internet2 NET+ Partner Agreement does not mean any terms or conditions that only relate to the services of service providers (such as all of the terms and conditions of “Internet2 NET+ Service Orders”, as such term is defined in the Internet2 NET+ Partner Agreement, that are applicable to the services of other service providers).

“Internet2 NET+ Partner Customer Agreement” means a binding written agreement between an Internet2 NET+ Partner and an Internet2 NET+ Partner Enterprise Customer through which an Internet2 NET+ Partner Enterprise Customer is to obtain access to the Services, and which references, and is consistent with, the Internet2 NET+ Partner Agreement between Internet2 and such Internet2 NET+ Partner. With respect to an Internet2 NET+ Partner Customer Agreement, but with respect to the Services alone (and not with respect to the Other Service Provider NET+ Service Schedules or other documents or agreements relating to the services of other service providers), (i) the form of Internet2 NET+ Partner Customer Agreement shall be attached as Exhibit Q-1 to this Agreement, upon written agreement of the Parties, and (ii) such Internet2 NET+ Partner Customer Agreement may also include additional terms and conditions that are materially different from Exhibit Q-1, provided that the additional terms and conditions have been approved by Service Provider in accordance with Section 2.2(c) of this Agreement, and approved by Internet2 to the extent required in the applicable Internet2 NET+ Partner Agreement. For the avoidance of doubt, and notwithstanding the foregoing, portions of an Internet2 NET+ Partner Customer Agreement that do not relate to the Services, but relate to the services of other service providers (such as Other Service Provider NET+ Service Schedules), are not intended to be governed by this Agreement and Service Provider shall have no rights in connection with such portions of an Internet2 NET+ Partner Customer Agreement (including no right of approval with respect to such portions).

“Internet2 NET+ Partner Enterprise Customer” means an Internet2 NET+ Partner Qualified Person who

executes an Internet2 NET+ Partner Customer Agreement with an Internet2 NET+ Partner.

“Internet2 NET+ Partner Internet2 Kept Fees” has the meaning set forth in Section 4.1.

“Internet2 NET+ Partner NET+ Service Schedule” means the document attached to (and incorporated by reference into) an Internet2 NET+ Partner Customer Agreement as a schedule that is used by an Internet2 NET+ Partner Enterprise Customer to contract for the Services, which schedule is executed by an Internet2 NET+ Partner and an Internet2 NET+ Partner Enterprise Customer.

“Internet2 NET+ Partner Qualified Person” means, as to each Internet2 NET+ Partner, a Qualified Person who, with respect to the Services, is permitted to be an “Internet2 NET+ Partner Qualified Person” as such term is defined in the applicable Internet2 NET+ Partner Agreement. For the avoidance of doubt, an applicable Internet2 NET+ Partner Agreement may provide that Internet2 NET+ Partner Qualified Persons are all Qualified Persons, or it may provide that Internet2 NET+ Partner Qualified Persons are a defined subset of all Qualified Persons.

“Internet2 NET+ Partner Retained Fees” has the meaning set forth in Section 4.1.

“Internet2 NET+ Partner User” means any Person using the Services through an Internet2 NET+ Partner Enterprise Customer.

“Internet2 NET+ Program Advisory Group” means the group identified by Internet2 as being the Internet2 NET+ Program Advisory Group. Internet2 has the right to change the composition of this advisory group at any time.

“Internet2 NET+ Service Provider Advisory Board” means such advisory board as Internet2 shall designate to provide advice and counsel to Internet2 about the Services. Internet2 has the right to change the composition of this advisory board at any time.

“Internet2 NET+ Service Schedule” means the document attached to (and incorporated by reference into) an Internet2 Customer Agreement as a schedule

that is used by an Internet2 Enterprise Customer to contract for the Services, which schedule is executed by Internet2 and an Enterprise Customer.

“Internet2 NET+ Services Catalog” means the then current listing of all Internet2 NET+ service offerings available to Qualified Persons. The Internet2 NET+ Services Catalog can be found at www.internet2.edu/netplus/cloud-services.html and may be changed from time to time at Internet2’s sole discretion.

“Internet2 Network” means a hybrid optical and packet network operated by Internet2 that is used primarily to support the research and education community with next-generation network services and may serve as a platform for the development of new networking ideas and protocols.

“Main Term” has the meaning set forth in Section 6.1.

“NET+ Service Schedule” means an Internet2 NET+ Service Schedule or an Internet2 NET+ Partner Service Schedule.

“Other Service Provider NET+ Service Schedule(s)” means the document(s) attached to (and incorporated by reference into) a Customer Agreement as schedule(s) that are used by an Enterprise Customer to contract for services that are provided by service provider(s) other than Service Provider, which schedules are executed by Internet2 and an Internet2 Enterprise Customer, or by an Internet2 NET+ Partner and an Internet2 NET+ Partner Enterprise Customer. For the avoidance of doubt, for all purposes under this Agreement, the term NET+ Service Schedule is not meant to include Other Service Provider NET+ Service Schedule(s) and Other Service Provider NET+ Service Schedule(s) are not subject to this Agreement.

“Party” means Internet2 or Service Provider. The plural refers to both Internet2 and Service Provider, collectively.

“Person” means an individual, partnership, corporation, limited liability company, university, trust, decedent’s estate, joint venture, joint stock company, association, unincorporated organization, governmental body or agency, or other entity.

"Personal Data" includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security Number, and student or personnel identification number; personally identifiable information contained in student education records as that term is defined under FERPA; IP address; driver's license number; other state- or federal-identification numbers such as passport, visa or state identity card numbers; account number or credit or debit card number, or an account number or credit card number in combination with any required security code, access code or password that would permit access to an individual's financial account; personally identifiable photographs or videography and biometric data; and such other data and information as may be specified by Applicable Law as "personal data" or the equivalent thereof.

"Privacy Policy" means the privacy policy of Service Provider that is applicable to Users. A current copy of the Privacy Policy is attached to and made a part of this Agreement as Exhibit K, as such Privacy Policy may be modified from time to time by Service Provider but the effectiveness of such modifications shall be limited and restricted to the extent otherwise addressed in this Agreement.

"Proprietary Right" means any patent, copyright, trademark, trade secret or other intellectual property or proprietary right.

"Qualified Person" means any of the types of Persons identified on Exhibit P.

"Redacted Provisions" means Exhibits C, D, G, L & R and Sections 2.1(b), 2.2(g), 3.1, 3.2, 3.5, 3.6, 4.3, 4.4, 5, 6.4, 7, 8, 9.4, 9.7, 9.21, 9.22 & 9.23.

"Retention Period" means the ninety (90) day period immediately following the date an Enterprise Customer Term expires or is earlier terminated.

"Securely Delete" means, with respect to Service Provider's deletion of Enterprise Customer Data, that no Person shall be able to reasonably locate or extract the Enterprise Customer Data from the Service Provider Platform after the Deletion Date.

"Service Level Commitment" means the service level commitments set forth in Exhibit C annexed hereto and made a part hereof.

"Service Provider Confidential Information" means Confidential Information of Service Provider.

"Service Provider Platform" means Desire2Learn Learning Environment and Desire2Learn Capture. The Service Provider Platform, as of the Effective Date, includes the features and functionality described on Exhibit A annexed hereto and made a part hereof. This definition is not meant to limit Service Provider's obligations under Sections 3.2 and 8.9.

"Service Provider Portal" means a secure online portal (e.g., website) provided by Service Provider through which each Enterprise Customer is able to, without limitation, manage Accounts within the Service Provider Platform (including, without limitation, all updates, new versions and new releases of the Service Provider Platform) and through which each Enterprise Customer is able to manage, and locate technical information about the deployment and use of each component of the Service Provider Platform.

"Service Provider Software" means the software applications that are set forth and/or described on Exhibit B and all additions, updates, new versions and new releases thereof, and includes any additions to Exhibit B (which includes any additions, updates, new versions and new releases of any, or to any, of the Service Provider Software) made by Service Provider from time to time following written notice to Internet2 and all Enterprise Customers of any additions, updates, new versions and new releases thereof. This definition is not meant to limit Service Provider's obligations under Sections 3.2 and 8.9.

"Services" means the Service Provider Portal, the Service Provider Platform, the Service Provider Software (if any) and the Additional Services (if any) identified herein. For the avoidance of doubt, the definition of Services does not include any service when provided by any other Person (other than Service Provider) pursuant to an alternative business agreement with Internet2, even if such service is similar or identical to the Services.

"Term" has the meaning set forth in Section 6.1.

"Terms of Service" means the terms of service applicable to Users. A current copy of the Terms of Service is attached to and made a part of this Agreement as Exhibit L, as such Terms of Service may be modified from time to time by Service Provider but the effectiveness of such modifications shall be limited and restricted to the extent otherwise addressed in this Agreement.

"Third Party Software" means third-party software (e.g., operating system, virtual desktop, applications) that is provided under the licenses of a third-party publisher.

"Total Amount" means, with respect to the applicable period of time and with respect to any Enterprise Customer, the aggregate combined dollar amount of the fees or any other amounts (other than Exception Amounts) that such Enterprise Customer is required to pay for the Services under its Customer Agreement, and including any taxes that might be due from an Enterprise Customer in respect of the Services for which an Enterprise Customer is paying. For the avoidance of doubt, Service Provider is not entitled to any amounts relating to services provided by other Service Providers.

"User(s)" means, as to any Enterprise Customer, any individual who is utilizing the Services through such Enterprise Customer. When this defined term is used in connection with all Enterprise Customers collectively, it shall mean the aggregate of all Users for all Enterprise Customers. For the avoidance of doubt, Users shall also include Internet2 NET+ Partner Users.

2. Rights

2.1 Generally

(a) Service Provider grants Internet2, throughout the Main Term, as to the Services, the right to (i) market the Services to Qualified Persons; (ii) enter into and execute an unlimited number of Internet2 Customer Agreements (including Internet2 NET+ Service Schedules) with Qualified Persons, and an unlimited number of Internet2 NET+ Service Schedules under existing Internet2 Customer Agreements with Qualified Persons; (iii) permit each Internet2 NET+ Partner to market the Services to any applicable Internet2 NET+ Partner Qualified Person; and (iv) permit each

Internet2 NET+ Partner to enter into and execute an unlimited number of Internet2 NET+ Partner Customer Agreements (including Internet2 NET+ Partner Service Schedules) with any applicable Internet2 NET+ Partner Qualified Persons, and an unlimited number of Internet2 NET+ Partner NET+ Service Schedules under existing Internet2 NET+ Partner Customer Agreements with any applicable Internet2 NET+ Partner Qualified Persons. For the avoidance of doubt, Internet2 and Internet2 NET+ Partners may execute as many Customer Agreements, including as many Other Service Provider NET+ Service Schedules, as they wish unrelated to the Services (except, with respect to the Internet2 NET+ Partner, as the Internet2 NET+ Partner may be limited in the Internet2 NET+ Partner Agreement), and Service Provider shall not have any right to approve such agreements or schedules.

(b) Service Provider grants each Enterprise Customer a royalty-free, nonexclusive, nontransferable, enterprise-wide, worldwide right and license for the duration of the Enterprise Customer Term to: (i) access and use, and permit and enable Users to access and use, the Services subject to the limitations set forth herein and, with respect to student Users, by the specified number of FTE (as defined and identified in Exhibit E); and (ii) all other rights granted to each Enterprise Customer in a Customer Agreement related to the Services subject to the limitations set forth herein, Customer Agreement and by the specified number of FTE. For clarity, a non-student User who is an employee, contractor or agent of Enterprise Customer would not be counted against the FTE count as long as such non-student User is not enrolled in a course and such non-student User would have the right use the Service in accordance with this Agreement. Enterprise Customer may use or access Services for its and its Users use only. Unless otherwise agreed between Service Provider and Enterprise Customer, all Users, other than faculty or staff, who are contractors or agents of Customer shall be required to execute a non-disclosure agreement with Service Provider prior to being granted access to the Services.

2.2 Customer Agreements, Including Net+ Service Schedules

(a) After the execution of an Internet2 NET+ Service Schedule, Internet2 shall

provide Service Provider with written notice, in the form attached to this Agreement and made a part hereof as Exhibit N, of the execution of such Internet2 NET+ Service Schedule. Promptly after Internet2's receipt of notification from an Internet2 NET+ Partner of the execution of an Internet2 NET+ Partner NET+ Service Schedule, Internet2 shall provide Service Provider with written notice, in the form attached to this Agreement and made a part hereof as Exhibit N-1, of the execution of such Internet2 NET+ Partner NET+ Service Schedule. Unless otherwise provided herein or in the Customer Agreement or agreed between Service Provider and the applicable Enterprise Customer in writing, within thirty (30) days of its receipt of each such written notice referenced in this Section 2.2(a), Service Provider shall have engaged the applicable Enterprise Customer and agreed to a date when the Service(s) will be live for that Enterprise Customer.

(b) Each Customer Agreement will specify the Enterprise Customer Term. For each Customer Agreement, if the Enterprise Customer Term extends beyond the Main Term of this Agreement, the terms and conditions of this Agreement (i.e., the Term of this Agreement) will remain in force and effect through the termination or expiration of such Customer Agreement; provided, however, that notwithstanding the foregoing, the following Sections of this Agreement shall have no force and effect after the expiration of the Main Term: Sections 2.1(a), 2.3, 2.4, 3.3, 9.2, 9.3 and 9.5.

(c) With respect to any Qualified Person, Internet2 will not execute any Internet2 NET+ Service Schedule that is materially different than the form of Internet2 NET+ Service Schedule mutually agreed to by the Parties and attached to this Agreement as Exhibit O, without obtaining the prior written permission of Service Provider. An Internet2 NET+ Service Schedule that is modified by Internet2 to comport with Applicable Law of a state to which a Qualified Person is subject or by which a Qualified Person is bound will not be deemed materially different than the form of Internet2 NET+ Service Schedule attached as Exhibit O. With respect to any Qualified Person with whom, as of the Effective Date, Internet2 has not already entered into an Internet2 Customer Agreement, Internet2 will not, with respect to the Services, execute any Internet2 Customer Agreement with such Qualified Person that is materially different

than the form of Internet2 Customer Agreement attached to this Agreement as Exhibit O-1, without obtaining the prior written permission of Service Provider. Nothing contained in this Agreement (including the foregoing) shall be deemed to impose upon Internet2 any restriction or limitation on (including any requirement to seek Service Provider permission in connection with) executing any Other Service Provider NET+ Service Schedules or any other agreements relating to the services of other service providers with any Qualified Persons, other Persons, including other service providers, whether relating to the Internet2 NET+ Program or otherwise.

(d) Unless Service Provider consents otherwise in writing, each Internet2 NET+ Partner Agreement shall have provisions providing, in effect, that (i) the Internet2 NET+ Partner will not execute any Internet2 NET+ Partner NET+ Service Schedule that is materially different than the form of Internet2 NET+ Partner NET+ Service Schedule to be mutually agreed to by the Parties and attached to this Agreement as Exhibit Q, without obtaining the prior written permission of Service Provider and Internet2; and (ii) with respect to any Internet2 NET+ Partner Qualified Person with whom, as of the Effective Date, an Internet2 NET+ Partner has not already entered into an Internet2 NET+ Partner Customer Agreement, such Internet2 NET+ Partner will not, with respect to the Services, execute any Internet2 NET+ Partner Customer Agreement with such Internet2 NET+ Partner Qualified Person that is materially different than the form of Internet2 NET+ Partner Customer Agreement to be attached to this Agreement as Exhibit Q-1 upon mutual agreement of the Parties, without obtaining the prior written permission of Service Provider and Internet2. For the avoidance of doubt, with respect to any Internet2 NET+ Partner, Internet2 may, but is not required to, include additional restrictions in the applicable Internet2 NET+ Partner Agreement relating to such Internet2 NET+ Partner NET+ Service Schedule or Internet2 NET+ Partner Customer Agreement. Nothing contained in this Agreement (including the foregoing in this Section 2.2(d)) shall be deemed to impose upon Internet2 any restriction or limitation on (including any requirement to seek Service Provider permission in connection with) permitting any Internet2 NET+ Partner to execute any Other Service Provider NET+ Service Schedules or any other agreements relating to the

services of other service providers with any Persons, including other service providers, whether relating to the Internet2 NET+ Program or otherwise (although an Internet2 NET+ Partner may have certain restrictions on the foregoing, as such relates to requiring Internet2's permission (but not that of Service Provider), as set forth in the applicable Internet2 Partner Agreement).

(e) In the event a prospective Enterprise Customer requests of Internet2 that additional provisions be added as an exhibit to an Internet2 NET+ Service Schedule, or an Internet2 NET+ Partner notifies Internet2 of a similar request from one of its prospective Internet2 NET+ Partner Enterprise Customers in connection with an Internet2 NET+ Partner Customer Agreement, Internet2 shall provide Service Provider with a written copy of the requested additional provisions for Service Provider's review and approval, which approval shall not be unreasonably withheld, delayed, or conditioned.

(f) Service Provider agrees that it will (i) comply with all obligations relating to the Services, or that are otherwise to be performed by, or imposed upon, Service Provider, in each Customer Agreement; (ii) be responsible for honoring, and ensuring the accuracy of, all representations and warranties concerning the Services, or that are otherwise attributable to Service Provider, in each Customer Agreement; and (iii) be bound by all other terms and conditions in each Customer Agreement concerning the Services or that are otherwise applicable to Service Provider, including, without limitation, any limitations imposed on Service Provider and any protections to be provided by Service Provider to Enterprise Customers. Upon request by either Party, each Party shall take all reasonable actions to effectuate the Parties' rights and obligations under this Agreement. For the avoidance of doubt, the term "Customer Agreement" includes the NET+ Service Schedule of a Customer Agreement.

(g) For Qualified Persons who are already customers of Service Provider as of the Effective Date of this Agreement in connection with services and terms that are materially the same as the Services under this Agreement, at the time of renewal discussions Service Provider will use commercially reasonable efforts to inform each such customer of the option to transition to become an Enterprise Customer as defined

by this Agreement by encouraging each such customer to execute a NET+ Service Schedule (and if necessary a Customer Agreement) with Internet2, or, if applicable, an Internet2 NET+ Partner. Service Provider shall, upon request and at no cost to such Enterprise Customers, Internet2 or any Internet2 NET+ Partner, migrate such Enterprise Customers onto the Service Provider Platform.

2.3 Use of Trademarks Each Party shall have the right during the Main Term to display the other Party's marks (each, a "Mark") solely to accurately identify its relationship with the other Party under this Agreement, subject to the following conditions as well as the limitations in Section 2.4: a Party may use the Mark(s) of the other Party only in the form provided by the other Party in Exhibit H and in a manner that complies with the other Party's trademark guidelines as set forth or identified in Exhibit H ("Trademark Guidelines"). Any display of a Party's Marks will inure solely to the benefit of that Party. If reasonably requested by the other Party, a Party will implement changes in its use of the other Party's Mark(s) in order to comply with changes to the other Party's Trademark Guidelines (as such Trademark Guidelines may be amended by the other Party in its sole reasonable discretion). A Party shall not use the other Party's Marks together with its own Marks to create a composite mark, with the exception of a Party's use of the composite marks set forth on Exhibit M annexed hereto and made a part hereof (individually and collectively, "Composite Mark"), which use by a Party of the Composite Mark shall be limited solely to use for the purpose of advertising, marketing and publicizing the Services during the Main Term. The Composite Mark shall be jointly owned by the Parties and, unless otherwise agreed to by the Parties in writing in each instance, any use thereof shall be limited in accordance with the preceding sentence of this Section 2.3. . The Parties will not use the other Party's Marks in a manner that compromises or reflects unfavorably upon the goodwill, good name, reputation or image of the other Party, or which might jeopardize or limit the other Party's proprietary interest in its Marks. Upon the termination of the Main Term of this Agreement, each Party will promptly cease all use of the other Party's Marks. All rights not granted hereunder in respect of a Party's Marks are hereby expressly reserved to that Party. Service Provider further agrees that each

Internet2 NET+ Partner shall have, subject to the same restrictions that Internet2 has under this Section 2.3, the same rights that Internet2 has under this Section 2.3 with respect to use of Service Provider's Marks during the Main Term, except as follows: (i) unless Service Provider provides its prior written approval, no Internet2 NET+ Partner shall have the right to use the Service Provider's Marks to create a composite mark; (ii) an Internet2 NET+ Partner shall only be able to use the Marks of Service Provider in connection with such Internet2 NET+ Partner's Internet2 NET+ Partner Agreement (as Internet2 NET+ Partners are not signatories to this Agreement); and (iii) as such Internet2 NET+ Partner's rights may be further limited or restricted by the applicable Internet2 NET+ Partner Agreement, if any further limits or restrictions are set forth therein. Neither Party shall have any right to display or otherwise use the other Party's Marks or the Composite Mark after the Main Term.

2.4 Press Releases or Other Public Disclosures To the maximum extent permitted by Applicable Law, except as provided in the remainder of this Section 2.4, neither Internet2 nor Service Provider shall have the right to issue a public statement or press release regarding this Agreement, or otherwise discuss publicly the existence of this Agreement or the terms herein, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, during the Main Term (i) Service Provider shall have the right to issue a public statement or press release, without Internet2's consent, that reveals only that the Parties have entered into a business agreement whereby Service Provider has agreed to provide the Services in connection with the "Internet2 NET+ Program," and in connection therewith Service Provider shall have the right to display Internet2's Marks so long as Service Provider is in full compliance with Section 2.3. For the avoidance of doubt, except to the extent necessary in Service Provider's delivery of the Services to an Enterprise Customer (for clarity this doesn't include for any advertising or marketing purposes unless otherwise agreed to between Service Provider and Enterprise Customer) and access to Service Provider's customer community, Service Provider shall not have the right to publicly disclose the names of any Enterprise Customer without Service Provider receiving such Enterprise Customer's prior written permission, and Service

Provider shall not have the right to state that Internet2 endorses Service Provider or its Services, or make any statement that could be reasonably construed to imply such an endorsement); and (y) Internet2 shall have the right to issue a public statement or press release disclosing, or otherwise publicly disclose, without Service Provider's consent, that the Parties have entered into a business agreement whereby Service Provider has agreed to provide the Services in connection with the "Internet2 NET+ Program," and Internet2 may also publicly disclose, without Service Provider's consent, in a public statement, press release or otherwise, the names of Enterprise Customers that have executed a NET+ Service Schedule to receive the Services. In connection with the foregoing, Internet2 shall have the right to display Service Provider's Marks so long as Internet2 is in full compliance with Section 2.3. In addition, Service Provider agrees that each Internet2 NET+ Partner shall have the right to issue a public statement or press release, without Service Provider's consent, that as to the Services, reveals only (i) that such Internet2 NET+ Partner has executed an Internet2 NET+ Partner Agreement, and is an Internet2 NET+ Partner under the "Internet2 NET+ Program," and has also executed one or more Internet2 NET+ Partner Customer Agreements, or Internet2 NET+ Service Schedules, in connection with the Services provided by Service Provider and in connection with the "Internet2 NET+ Program," and/or (ii) if permitted to do so under the applicable Internet2 NET+ Partner Agreement and Internet2 NET+ Partner Customer Agreement, the names of the applicable Internet2 NET+ Partner Enterprise Customers receiving the Services. For the avoidance of doubt, notwithstanding anything in this Section 2.4 to the contrary, at any time during the Term, either Party may provide to any Person, or post on its website or otherwise, a copy of this Agreement (other than the Redacted Provisions).

2.5 Enterprise Customer References to Service Provider Subject to Service Provider's style guidelines, each Enterprise Customer shall have the right during its Enterprise Customer Term to identify Service Provider as a provider, supplier or commercial partner of Enterprise Customer, whichever is applicable, in connection with the Internet2 NET+ Program, and in connection therewith, to display Service Provider's supplied logo on its website and

other Service Provider pre-approved (in writing) marketing materials.

2.6 Enterprise Customer Applications

Notwithstanding anything to the contrary contained in this Agreement, each Enterprise Customer will have the right throughout its Enterprise Customer Term to develop applications that connect to the Service Provider Platform via the API publicly made available by the Service Provider ("**Enterprise Customer Applications**"), and in connection therewith (and at no charge) (a) Service Provider will provide technical support with respect to the such publicly available Service Provider APIs to enable the development and use of Enterprise Customer Applications; and (b) Service Provider will provide the format of the interfaces or protocols provided under this Agreement, if any, for the API to the extent necessary for Enterprise Customer to develop Enterprise Customer Applications. Each Enterprise Customer will have the right throughout its Enterprise Customer Term to use Enterprise Customer Applications and to distribute Enterprise Customer Applications to Users for use by Users and to Qualified Persons to whom Service Provider has made the API available, for use by such Qualified Persons and their respective users. As between any Enterprise Customer and Service Provider, the Enterprise Customer will own all rights, title and interest, including all Proprietary Rights, in and to all Enterprise Customer Applications.

3. Restrictions; Modifications; Roadmap; Suspension; Maintenance; Applicability of Terms of Service and Privacy Policy

3.1 Restrictions on Interference with Agreements or Relationships Service Provider will not interfere with any contractual relationships between any Internet2 Enterprise Customer and Internet2, between any Internet2 NET+ Partner Enterprise Customer and the applicable Internet2 NET+ Partner, or between Internet2 and any Internet2 NET+ Partner. To the maximum extent that the following prohibition is permitted by Applicable Law, Service Provider will not sell the same Services or any materially similar services, provided that they are not bundled with other Service Provider products and services, to any Qualified Person who is an active Internet2 member, at a price equal to or better than the prices offered under Internet2

Customer Agreements. Service Provider and Internet2 will enter into good faith discussions beginning in ninety (90) days from the Effective Date and on an ongoing basis to add additional products and services to the Services provided herein.

3.2 Modifications Service Provider may add or modify the functionality or features of the Services from time to time. Service Provider supports one active version of code for the Services and will be updating that code with new product features and fixes on a monthly basis, in accordance with processes identified below in Section 3.2 with respect to Updates and Modifications. Bug fixes, corrections, minor updates, and minor enhancements (collectively called "Updates") will be made to the Services every month. Service Provider will provide at least sixty (60) days advance notice to each Enterprise Customer (via e-mail to Enterprise Customer Administrator(s)) of any material adverse changes to the Services (i.e. significant changes to features or functionalities, or new major features or functionalities) (each, a "**Modification**"), and in no event less advance notice of each Modification as Service Provider generally provides to any of its other business, commercial or enterprise customers. Notwithstanding the foregoing, Service Provider will not remove any of the material functionality or features of the Services except on twelve (12) months notice to Internet2 and each Enterprise Customer (via e-mail to Enterprise Customer Administrator(s)) unless otherwise agreed to in writing by both Internet2 and any applicable Enterprise Customers. The Modifications will not be automatically implemented in the Enterprise Customer environments. Instead, the Modifications will be client-enabled, meaning that Enterprise Customers can use these client-enabled Modifications in their test environment for up to twelve (12) months and Enterprise Customer can choose to enable these Modifications in their production environment any time within this twelve (12) month period. After twelve (12) months, these client-enabled Modifications will be automatically enabled within the Enterprise Customers' production environment. In the event of a planned Modification or the removal of any functionality or features of the Services, each Enterprise Customer will have the right to send Service Provider a notice of objection, and Service Provider shall discuss any objections the Enterprise Customer may have with the

proposed Modifications. Upon the Modification implemented in their test environment, Enterprise Customers may terminate the NET+ Service Schedule upon sending sixty (60) days prior termination notice to Service Provider and a pro-rata refund will be paid for unused portion of Fees paid. Following any termination any Fees owed will be paid by the Enterprise Customer in accordance with payment terms in the Customer Agreement.

3.3 Product Roadmap No more than once per calendar quarter during the Main Term, upon the written request of Internet2, Service Provider will meet with the Internet2 NET+ Service Provider Advisory Board (which may include representatives of Enterprise Customers), at a time and location mutually agreed to by the Parties. During such meeting, Service Provider will: (a) disclose, in confidence, its then current product roadmap for the Service Provider Platform and Service Provider Software; and (b) discuss any objections the Internet2 NET+ Service Provider Advisory Board may have with the proposed product roadmap and consider such objections in good faith.

3.4 Minimum Impact Maintenance Windows Any Service Provider maintenance windows, whether for upgrades or maintenance and whether planned or unplanned, shall be in accordance with the Service Level Commitment.

3.5 Suspension Service Provider shall have the right to suspend a User's or an Enterprise Customer's access to the Services, in whole or in part, only: (a) if Service Provider reasonably believes that a User's or an Enterprise Customer's use of the Services represents a direct or indirect threat to Service Provider's network operation or integrity or any Person's use of the Services or any Disruptions, where Disruptions include distribution of unsolicited advertising or chain letters, defamatory, libelous or offending content, propagation of computer worms and viruses, and unauthorized use of the network to enter, or attempt to enter, another network machine or Service Providers' customer's instances; (b) if reasonably necessary to prevent unauthorized access to Enterprise Customer Data; (c) to the extent necessary to comply with Applicable Law; or (d) where Service Provider reasonably believes there has been a material breach or suspected material breach of the restrictions on use of

the Services set forth in this Agreement or the Customer Agreement or the Terms of Service or Privacy Policy or the Acceptable Use Policy for Desire2Learn Capture (as defined in Exhibit L), including any breach claimed by any person or entity that the Enterprise Customer Data or Branding infringes their intellectual property rights (e.g. a DMCA claim). If Service Provider suspends one or more Users' or Enterprise Customers' access to any Services, Service Provider will promptly provide Internet2 and the applicable Enterprise Customers with notice of such suspension and the reason for such suspension. Service Provider will (i) use reasonable efforts to suspend only the minimum portion of the Services necessary to address the issues giving rise to the suspension; (ii) suspend the provision of the Services to only the Users whose actions necessitated the suspension (and not suspend the provision of the Services to an Enterprise Customer as a whole or to other Users of an Enterprise Customer whose actions did not necessitate the suspension) if at all practicable; and (iii) provide Internet2 and any applicable Enterprise Customer with advance notice of any suspension and an opportunity to discuss the matter with Service Provider before such suspension occurs unless delaying the suspension will result in harm to Service Provider or any Person's use of the Services, or enable unauthorized access to Enterprise Customer Data or if such delay is not allowed under Applicable Law. In addition, Service Provider agrees that any Enterprise Customer shall have the right at any time(s) to suspend or terminate any of its Users' access to the Services in accordance with such Enterprise Customer's policies or practices.

3.6 Applicability of Terms of Service and Privacy Policy

(a) Notwithstanding anything in the Terms of Service, the Privacy Policy, the Customer Agreements or this Agreement to the contrary. (i) Except as may be required by Applicable Law, in the event of any conflict between the terms and conditions of the Terms of Service (including any modifications to the same) or the Privacy Policy (including any modifications to the same) and the terms and conditions of this Agreement (exclusive of the Terms of Service and the Privacy Policy), the terms and conditions of this Agreement (exclusive of the Terms of Service and the Privacy Policy) shall be deemed to control; and (ii) the

Terms of Service and the Privacy Policy shall not apply to Internet2 or the Enterprise Customers, except the Terms of Service and the Privacy Policy shall apply to an Enterprise Customer as to the actions of a Person who was an employee of such Enterprise Customer at the time the actions at issue were taken, but only where the actions at issue of such Person were at the time taken in the scope of his or her employment with the Enterprise Customer.

(b) Notwithstanding anything in the Terms of Service, the Privacy Policy, the Customer Agreements or this Agreement to the contrary, Service Provider hereby irrevocably and forever waives any right to bring any claims against any current or former employee of an Enterprise Customer arising out of or in connection with such Person's violation or alleged violation of the Terms of Service or the Privacy Policy, or otherwise relating to the Terms of Service, the Privacy Policy, this Agreement or the Customer Agreements, if such Person's actions at issue at the time taken were within the scope of his or her employment with the Enterprise Customer, i.e., such claims may only be brought against the Enterprise Customer in such instance and shall be subject to the limitations of liability set forth in Section 5.4.

(c) If the Terms of Service or the Privacy Policy, which, for the avoidance of doubt, includes any modifications to the same, contain any terms or conditions that pertain in any way to data ownership, data privacy, data security, data integrity, data retention or data transfer, and this Agreement (exclusive of the Terms of Service and the Privacy Policy) is silent on the matters addressed by any such terms and conditions contained in the Terms of Service or the Privacy Policy, such terms and conditions contained in the Terms of Service or the Privacy Policy shall be deemed to conflict with the terms and conditions of this Agreement (exclusive of the Terms of Service and the Privacy Policy) unless they in no manner whatsoever (i) adversely affect Internet2's or an Enterprise Customer's rights or the rights of any User, or (ii) limit the obligations of Service Provider to Internet2, an Enterprise Customer or any User.

(d) In addition, other than the Terms of Service and the Privacy Policy, any form of "terms of service," "terms of use", "end user license

agreement", "privacy policy" or the like that are otherwise generally applicable to persons who use the Services shall not be applicable to, or have any force and effect upon, any Users, Internet2 or any Enterprise Customers. As to any modification to the Terms of Service or the Privacy Policy after the commencement of the Enterprise Customer Term for an Enterprise Customer, if such Enterprise Customer reasonably believes that such modification will adversely affect the Enterprise Customer or its Users, the Enterprise Customer will have the right to send Service Provider a notice of objection, and Service Provider shall discuss any objections the Enterprise Customer may have with the proposed modifications. Service Provider shall not make any modifications to the Terms of Service or Privacy Policy during the Enterprise Customer Term except as required by law. For the avoidance of doubt, and notwithstanding the foregoing, Service Provider reserves the right to have add-on terms for any add-on features or services to the Services and in the event Enterprise Customer chooses to use these add-on features or services the add-on terms will be applicable solely to the use of such add-on features or services.

3.7 Service Level Commitment Service Provider shall fulfill the Service Level Commitment.

4. Fees; Payments; Taxes; Audit Rights; Usage Reporting

4.1 Fees for Services Certain terms and conditions regarding fees and payments are set forth in Exhibits E and R. For the avoidance of doubt, (i) unless, and then only to the extent, restricted in an Internet2 NET+ Partner Agreement, any Internet2 NET+ Partners shall have the right to charge an Internet2 NET+ Partner Enterprise Customer a fee (an "**Internet2 NET+ Partner Retained Fee**") that is in addition to the amounts specified in Exhibit E to be paid to Service Provider in connection with such Internet2 NET+ Partner Enterprise Customer, which Internet2 NET+ Partner Retained Fee may be retained by the Internet2 NET+ Partner; and (ii) Internet2 and any Internet2 NET+ Partners are permitted to agree upon a separate fee or separate fees that the Internet2 NET+ Partner shall pay to Internet2 under the Internet2 NET+ Partner Agreement ("**Internet2 NET+ Partner Internet2 Retained Fees**") that is in addition to any amounts to be paid to Service Provider, which Internet2

NET+ Partner Internet2 Retained Fees shall also not be considered part of the Total Amount under this Agreement, and shall not be forwarded to Service Provider.

4.2 Taxes If an Enterprise Customer is legally entitled to an exemption from the payment of any taxes related to the Services, and such Enterprise Customer provides legally sufficient tax exemption certificates for each taxing jurisdiction for which that Enterprise Customer claims an exemption, naming Service Provider as the seller on each tax exemption certificate, following Service Provider's receipt of any such tax exemption certificates in connection with such Enterprise Customer, Service Provider shall honor such Enterprise Customer's tax exemption and not charge taxes related to the Services for which the exemption is applicable. For the avoidance of doubt, neither Internet2 nor any Enterprise Customer shall be responsible for taxes imposed on Service Provider's income.

4.3 Audit Rights Service Provider shall maintain, for a period of at least two (2) years after such books and records are created or for such longer period of time as may be required by Applicable Law, all books and records relating to this Agreement and the Customer Agreements and Service Provider's performance of its obligations with respect to Enterprise Customers and Internet2. Such books and records shall be made available for review and audit by Internet2. Any such audit of Service Provider's books and records shall be conducted upon no less than thirty (30) days prior written notice, no more than once per calendar year and during Service Provider's normal business hours and at the location(s) where such books and records are normally maintained by Service Provider. In the event an audit by Internet2 reveals an overpayment by Internet2 to Service Provider in connection with the Fees or an underpayment by Service Provider to Internet2 in connection with the Quarterly Internet2 Administrative Fees, within thirty (30) days following Service Provider's receipt of written notice of the findings of the audit, Service Provider shall refund to Internet2 the amount of the overpayment or underpayment, whichever is applicable, subject to Service Provider's right to contest the findings of the audit. If such overpayment or underpayment is greater than seven and a half percent

(7.5%) of the total dollar amount of the payments audited, Service Provider shall pay Internet2 for the reasonable costs of such audit(s) within thirty (30) days of a receipt of an invoice from Internet2.

4.4 Service Provider Usage Reporting Service Provider shall provide Internet2 with reports that include names of the live Enterprise Customers, Users' count, and applicable storage or bandwidth usage for that Enterprise Customer on a quarterly basis. In the event that Internet2 needs any other specific usage reports, Service Provider can engage with Internet2, and if necessary, the applicable Enterprise Customer, to scope out the specific requirements and applicable pricing at which Service Provider can make such reports available to Internet2. In addition, upon Enterprise Customer's approval, the Service Provider Portal itself shall be jointly branded as the Enterprise Customer/Service Provider/Internet2 Portal if Enterprise Customer and Internet2 so request.

5. Indemnification; Infringement; Limitation of Liability; Representations and Warranties; Non-Conformities

5.1 Mutual Warranties Each Party represents and warrants to the other that (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of this Agreement; and (c) the execution, delivery and performance of this Agreement does not violate the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

5.2 Indemnification

(a) Service Provider shall indemnify, defend and hold harmless Internet2, all Internet2 NET+ Partners, all Enterprise Customers, and each of their successors, assigns, Affiliates and subsidiaries and each of their respective members, managers, directors, officers, shareholders, agents, employees and representatives (collectively, "Internet2/Internet2 NET+ Partner/Enterprise Customer Indemnitees") from and against all damages,

costs, liabilities, loss and expenses, including reasonable attorneys' fees, (collectively, "**Damages**") incurred by Internet2/Internet2 NET+ Partner/Enterprise Customer Indemnites in connection with any third-party claim, action, demand, suit or proceeding (collectively, "**Claims**") (but only to the extent that such Damages or Claims are not caused in whole or in part by Internet2's or Internet2 NET+ Partner's or Enterprise Customer's breach of this Agreement and/or the Services portion of the Customer Agreements as applicable and as finally adjudicated) under, arising out of, or related to (i) an allegation that any of the Services infringe upon or violate the Proprietary Rights of a third party; (ii) any Claims made by Service Provider Contractor/Agents, as defined in Section 9.21, against any Internet2/Internet2 NET+ Partner/Enterprise Customer Indemnites; or (iii) a material breach by Service Provider of any of its obligations under Section 8. Notwithstanding the foregoing, where Service Provider takes control of the defense of the Claim and sees the defense through to final resolution, then the Damages that are legal costs would be limited to the initial legal costs incurred by Internet2/Internet2 NET+ Partner/Enterprise Customer Indemnites for the notification to Service Provider of such Claim and for reasonable legal expenses incurred for activities that are reasonably needed to be done by Enterprise Customer other than notification to Service Provider, in advance of Service Provider taking control of the defense. In the event that Service Provider informs Enterprise Customer, in writing, that it will not take control and defend a Claim, Enterprise Customer may take up the defense of such Claim. Notwithstanding the foregoing, Service Provider's indemnity obligation will not apply to a Claim that arises out of the implementation of the Services combined with materials and custom requirements to change a feature or functionality (including the user interface) provided by the Enterprise Customer, which such Claim would not have occurred but for such combination or change.

(b) Internet2 shall indemnify and defend Service Provider and its successors, assigns, Affiliates and subsidiaries and each of their respective members, managers, directors, officers, shareholders, agents, employees and representatives (collectively, "**Service Provider Indemnites**") from and against all Damages incurred by Service Provider Indemnites in connection with any third-party Claims arising out of or related to (i) false or misleading advertising of the

Services by Internet2 (but only to the extent that such Damages or Claims are not caused in whole or in part by Service Provider's breach), (ii) any Claims made by Internet2 Contractor/Agents, as defined in Section 9.21, against any Service Provider Indemnites (but only to the extent that such Damages or Claims are not caused in whole or in part by Service Provider Indemnites' breach); or (iii) a breach by Internet2 of any of its obligations set forth in Section 2.2(c) of this Agreement.

(c) Each Person, as applicable, requesting indemnification (the "**Indemnitee**") shall give prompt written notice to the Party providing the indemnification (the "**Indemnitor**") of any Claim, provided that failure to do so shall not be deemed a breach of this Agreement, and such failure to do so shall not relieve the Indemnitor of its indemnity obligation if such delay does not prejudice the defense thereof. Subject to Applicable Law, the Indemnitor shall have full and complete control over the defense and settlement of any Claim, provided that it will not, without the Indemnitee's prior written approval, enter into any settlement agreement that admits fault on the part of the Indemnitee or requires the Indemnitee to make any payment. and further provided that at the Indemnitee's option and expense the Indemnitee shall have the right to participate in the defense of any Claim with counsel selected by the Indemnitee.

5.3 Infringement If an Enterprise Customer's use of the Services is, or in Service Provider's reasonable opinion is likely to become, enjoined or materially diminished as a result of a claim of infringement of any Proprietary Right of any third party, then Service Provider shall promptly notify Internet2 and all Enterprise Customers of this fact (a "**Section 5.3 Notification**"), and at Service Provider's sole cost and expense, Service Provider shall use commercially reasonable efforts to (a) procure the continuing right to provide the applicable component(s) of the Services; or (b) replace or modify the applicable component(s) of the Services in a functionally equivalent manner so that it no longer infringes. If despite Service Provider's commercially reasonable efforts, Service Provider is unable to accomplish either (a) or (b) within thirty (30) days after receipt of a Section 5.3 Notification, without limiting any other rights or remedies of the Parties or any Enterprise Customer (i) Internet2 may terminate this Agreement

effective immediately upon notice to Service Provider, in which event Service Provider shall refund to Internet2 the pro rata portion of any prepaid Fees for any periods of applicable Enterprise Customer Terms that have not yet occurred, and all Enterprise Customer Terms shall automatically be deemed terminated; and (ii) each Enterprise Customer shall have the right to terminate its NET+ Service Schedule effective immediately upon notice to Internet2, who will in turn notify Service Provider, in which event Service Provider will, with respect to any prepaid Fees received from Internet2 in respect of such Enterprise Customer, refund to Internet2 an amount equal to the pro rata portion of any Fees prepaid by Internet2 for any period of the applicable Enterprise Customer Term that has not yet occurred; and (iii) each Internet2 NET+ Partner and Service Provider shall each have the right to terminate only the Internet2 NET+ Service Order relating to the service provided by Service Provider to the applicable Internet2 NET+ Partner Enterprise Customers effective immediately upon notice to Internet2 and such Internet2 NET+ Partner or Service Provider (as the case may be), in which event Service Provider will, with respect to any prepaid Fees received from Internet2 in respect of Enterprise Customers associated with such Internet2 NET+ Partner, refund to Internet2 an amount equal to the pro rata portion of any Fees prepaid by Internet2 for any period of the applicable Enterprise Customer Terms that have not yet occurred, and all Enterprise Customer Terms of such Enterprise Customers shall automatically be deemed terminated.

5.4 Limitation of Liability

(a) TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, NOR ANY ENTERPRISE CUSTOMER, NOR ANY INTERNET2 NET+ PARTNER, NOR ANY OF THE FOREGOING'S AFFILIATES, AGENTS OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES UNDER, ARISING OUT OF, OR RELATED TO THE APPLICABLE INTERNET2 NET+ PROGRAM AGREEMENTS EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE FOREGOING LIMITATION ON

LIABILITY SHALL, HOWEVER, NOT BE APPLICABLE TO (I) EITHER PARTY'S, ANY ENTERPRISE CUSTOMERS' OR ANY INTERNET2 NET+ PARTNERS' INDEMNIFICATION OBLIGATIONS UNDER ANY OF THE APPLICABLE INTERNET2 NET+ PROGRAM AGREEMENTS (COLLECTIVELY, THE "INDEMNIFICATION EXCLUSIONS"); AND (II) AS TO SERVICE PROVIDER, THE LIABILITY OF SERVICE PROVIDER FOR A BREACH BY SERVICE PROVIDER OF ANY OF ITS OBLIGATIONS UNDER SECTION 8 OF THIS AGREEMENT TO THE EXTENT THAT IS NOT CAUSED IN WHOLE OR IN PART BY INTERNET2'S OR INTERNET2 NET+ PARTNER'S OR ENTERPRISE CUSTOMER'S BREACH.

(b) TO THE EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING IN THE APPLICABLE INTERNET2 NET+ PROGRAM AGREEMENTS TO THE CONTRARY, IN NO EVENT WILL ANY OF THE OFFICERS, TRUSTEES, DIRECTORS, PARTNERS, BENEFICIARIES, JOINT VENTURERS, MEMBERS, STOCKHOLDERS OR OTHER PRINCIPALS OR REPRESENTATIVES OF EITHER PARTY, OR ANY ENTERPRISE CUSTOMER, OR ANY INTERNET2 NET+ PARTNER, DISCLOSED OR UNDISCLOSED, THEREOF, EVER BE PERSONALLY LIABLE TO THE OTHER PARTY UNDER, ARISING OUT OF, OR RELATED TO THE APPLICABLE INTERNET2 NET+ PROGRAM AGREEMENTS (INCLUDING FOR DIRECT OR CONSEQUENTIAL DAMAGES), AND THE PARTIES HEREBY WAIVE THE RIGHT TO RECOVER DAMAGES FROM ANY SUCH PERSONS. AS TO AN INDIVIDUAL PERSON, HOWEVER, THE FOREGOING SENTENCE OF THIS SECTION 5.4(b) WILL NOT APPLY TO AN INDIVIDUAL IN THE EVENT OF WILLFUL MISCONDUCT OR FRAUD BY SUCH INDIVIDUAL.

(c) To the extent permitted by Applicable Law, in respect of any event, act or omission giving rise to any claim(s), action(s), demand(s), suit(s) or proceeding(s) under, arising out of, or related to the Applicable Internet2 NET+ Program Agreements (a "Section 5.4(c) Event"), the liability of the Parties to one another under, arising out of, or related to the Applicable

Internet2 NET+ Program Agreements, the liability of Enterprise Customers to Service Provider and Service Provider to Enterprise Customer under, arising out of, or related to the Applicable Internet2 NET+ Program Agreements, and the liability of Internet2 NET+ Partners to Service Provider and Service Provider to Internet2 NET+ Partners under, arising out of, or related to the Applicable Internet2 NET+ Program Agreements shall, irrespective of the number of claims, actions, demands, suits or proceedings under, arising out of, or related to a Section 5.4(c) Event, be limited as set forth in this Section 5.4(c).

(i) A Party's liability to the other Party under, arising out of, or related to the Applicable Internet2 NET+ Program Agreements, with respect to a Section 5.4(c) Event shall be limited to the greater of (i) Five Thousand Dollars (\$5,000), and (ii) the amount that Internet2 is required to pay Service Provider under Section 4 and Exhibit E during the twelve (12) month period ending on the date of the occurrence of the applicable Section 5.4(c) Event.

(ii) In the case of an Enterprise Customer's liability to Service Provider or a Service Provider's liability to Enterprise Customer under, arising out of, or related to the Applicable Internet2 NET+ Program Agreements with respect to a Section 5.4(c) Event, an Enterprise Customer's liability to Service Provider or a Service Provider's liability to Enterprise Customer (as the case may be) shall be limited to the greater of (i) Five Thousand Dollars (\$5,000), and (ii) the amount that the Enterprise Customer is required to pay under a Customer Agreement for the Services during the twelve (12) month period ending on the date of the occurrence of the applicable Section 5.4(c) Event.

(iii) In the case of an Internet2 NET+ Partner's liability to Service Provider or a Service Provider's liability to Internet2 NET+ Partner under, arising out of, or related to the Applicable Internet2 NET+ Program Agreements with respect to a Section 5.4(c) Event, an Internet2 NET+ Partner's liability to Service Provider or a Service Provider's liability to Internet2 NET+ Partner (as the case may be) shall be limited to the greater of (i) Five Thousand Dollars (\$5,000), and (ii) the amount that the applicable Internet2 NET+ Partner is required to pay Internet2

under the applicable Internet2 NET+ Partner Agreement, excluding any Exclusionary Amounts, during the twelve (12) month period ending on the date of the occurrence of the applicable Section 5.4(c) Event.

(iv) The monetary limitations on liability contained in this Section 5.4(c) shall apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory, and irrespective of whether a claim is made during or after the Term of this Agreement. But notwithstanding the foregoing, the monetary limitations on liability in this Section 5.4(c) shall not apply as to such Party, an Enterprise Customer, or an Internet2 NET+ Partner, as applicable: (A) with respect to any of the Indemnification Exclusions (as defined in Section 5.4(a) above); (B) to liability for damages caused by a Party's, Enterprise Customer's, or an Internet2 NET+ Partner's gross negligence or willful misconduct; (C) to liability for personal injury or death caused by the negligence of a Party, an Enterprise Customer or an Internet2 NET+ Partner; (D) to fraudulent misrepresentation by a Party, an Enterprise Customer or an Internet2 NET+ Partner; (E) to violation by a Party or an Internet2 NET+ Partner of the other Party's or an Enterprise Customer's or an Internet2 NET+ Partner's Proprietary Rights; and (F) as to Service Provider, to any breach of Section 8 of this Agreement by Service Provider to the extent that is not caused in whole or in part by Internet2's or Internet2 Net+ Partner's or Enterprise Customer's breach. As to each Enterprise Customer's exposure for liability, clauses (B) through (D) immediately above shall only apply to the extent such are permitted to apply under Applicable Law and without waiver of sovereign immunity. Notwithstanding anything to the contrary, as to Service Provider's exposure for liability under sub-clause (F) in this section 5.4(c)(iv), Service Provider's liability shall be limited to the greater of (i) Fifteen Thousand Dollars (\$15,000), and (ii) the amount that Enterprise Customer is required to pay the Invoicing Party under the Agreement for the applicable Services during the thirty-six (36) month period ending on the date of the occurrence of the applicable Section 5.4(c) Event.

(d) To the extent permitted by Applicable Law, the liability of Service Provider and

Internet2 to each Enterprise Customer shall be limited as set forth in the applicable Customer Agreement.

(e) Notwithstanding anything to the contrary contained in this Agreement, in the event of any breach or alleged breach of this Agreement by Internet2 attributable to an Enterprise Customer, Internet2 NET+ Partner or a User (e.g., an Enterprise Customer's, Internet2 NET+ Partner's, or User's actions, omissions, representations or warranties), Service Provider's sole remedy shall be to pursue any claim or claims it may have against the applicable Enterprise Customer, Internet2 NET+ Partner, or User, and Internet2 shall have no liability whatsoever to Service Provider in respect thereof, and Service Provider irrevocably and forever waives any right to bring any such claims against Internet2. For the avoidance of doubt, under no circumstances shall Internet2 have any liability to Service Provider relating to any actions, omissions, representations or warranties of Enterprise Customers, Internet2 NET+ Partners, or Users (including any breach of a Customer Agreement by an Enterprise Customer, the breach of an Internet2 NET+ Partner Agreement by an Internet2 NET+ Partner, or any violation of the Privacy Policy or the Terms of Service by a User), and Service Provider irrevocably and forever waives any right to bring any such claims against Internet2 relating thereto.

(f) Notwithstanding anything to the contrary contained in this Agreement, under no circumstances shall any Internet2 NET+ Partner have any liability to Service Provider relating to any actions, omissions, representations or warranties of Internet2, or Internet2 NET+ Partner Enterprise Customers or Internet2 NET+ Partner Users (including any breach of a Customer Agreement by an Internet2 NET+ Partner Enterprise Customer, the breach of an Internet2 NET+ Partner Agreement by Internet2, or any violation of the Privacy Policy or the Terms of Service by an Internet2 NET+ Partner User), and Service Provider irrevocably and forever waives any right to bring any such claims against any Internet2 NET+ Partner relating thereto.

(g) Except as provided in this sub-section 5.4 (g) and notwithstanding anything else in this Agreement or the Customer Agreements to the

contrary, under no circumstances shall any Enterprise Customer, including with respect to the Customer Agreement, have any liability to Service Provider relating to any actions, omissions, representations or warranties of (i) any User who is a student (and the actions, omissions, representations, and warranties of students shall not be attributable to any Enterprise Customer), or (ii) any non-student User who is either not an employee of the Enterprise Customer, or, if he or she is an employee of the Enterprise Customer, the actions at issue were outside the scope of his or her employment at the time they were taken (and the actions, omissions, representations, and warranties of such Persons shall not be attributable to any Enterprise Customer), and except as provided in this sub-section 5.4 (g), Service Provider waives any right to bring any such claims against any Enterprise Customer relating thereto, including in connection with any violation of the Privacy Policy or the Terms of Service by (i) a student; or (ii) a non-student User who is either not an employee of the Enterprise Customer, or, if he or she is an employee of the Enterprise Customer, the actions at issue were taken outside the scope of his or her employment at the time they were taken. Enterprise Customer shall assist the Service Provider to and by communicating with such student Users or non-student Users to cease and desist from such unlawful activities and/or misuse of the Services, and in the event the Enterprise Customer does not assist the Service Provider, this section 5.4(g) will be null and void. Notwithstanding anything in this Agreement or the Customer Agreement, Enterprise Customer and/or its Users are solely responsible for appropriateness or content type of their respective Enterprise Customer Data made available to or by Services and Enterprise Customer shall ensure that a process is established, maintained, and communicated to Users with respect to any claim the User may have with respect to the quality, accuracy, or appropriateness of Enterprise Customer Data provided over or via the Services. Service Provider has no, and shall not incur any responsibility with respect to policing, or monitoring Enterprise Customer Data and to the maximum extent permitted by law, Service Provider disclaims all liabilities to Enterprise Customer, through any act or omission as it relates to the unlawful or unauthorized use of Services by Users.

5.5 Additional Representations and Warranties of Service Provider In addition to Service

Provider's representations and warranties set forth above and notwithstanding anything to the contrary contained in this Agreement, Service Provider represents, warrants and covenants to Internet2, each Internet2 NET+ Partner, and each Enterprise Customer that: (a) Service Provider is an "Equal Opportunity Employer"; (b) Service Provider is not and shall not be delinquent on the payment of any undisputed taxes due to any state in the United States or country or jurisdiction in which an Enterprise Customer is located; (c) Service Provider has not been barred in any jurisdiction from contracting as a result of a conviction for bid-rigging or bid rotating or as a result of a conviction or admission of bribery or attempted bribery; (d) no officer, director, partner or other managerial agent of Service Provider has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or under any state or federal securities laws within five (5) years from the date hereof; (e) the Services are and shall remain in conformance with all federal disability laws, including Section 508 of the Rehabilitation Act, and shall also remain in conformance with Level AA of the W3C Web Content Accessibility Guidelines 2.0; and (f) the Service Provider Platform shall perform in accordance with the Service Level Commitment.

5.6 Open Source License Restrictions

Certain third-party license terms require that computer code be generally (a) disclosed in source code form to third parties; (b) licensed to third parties for the purpose of making derivative works; or (c) redistributable to third parties at no charge (collectively, "**Open Source License Terms**"). Service Provider shall not use, incorporate, modify, distribute, provide access to, or combine the computer code of an Enterprise Customer with any other computer code or intellectual property in a manner that would subject an Enterprise Customer's computer code to Open Source License Terms.

5.7 Disclaimer. Except as set forth in this Agreement or the Services related portion of the Customer Agreement, Service Provider makes no warranties, conditions, or guarantees, express or implied, oral or written, with respect to the Services including that Services are error-free and any warranties of merchantability, fitness for a particular purpose, or arising from a course of performance, dealing, or usage of trade.

6. Main Term; Term; Termination and Transition

6.1 Term This Agreement begins on the Effective Date and continues for five (5) years (the "**Initial Main Term**"), unless earlier terminated in accordance with a Party's rights hereunder or by mutual written agreement of the Parties. This Agreement will automatically renew following the Initial Main Term for consecutive one (1) year periods (each a "**Renewal Main Term**") unless either Party provides the other Party with its intent not to renew the Initial Main Term or the then-current Renewal Main Term at least six (6) months before the end of the then-current term. The Initial Main Term and any Renewal Main Terms are collectively referred to as the "**Main Term.**" Notwithstanding the foregoing or anything in this Agreement to the contrary, unless this Agreement is terminated earlier pursuant to Section 6.2 or 6.3 or by mutual written agreement of the Parties, the "**Term**" of this Agreement shall expire on the later of (i) the last day of the Main Term; and (ii) the date that the last Enterprise Customer Term then in effect expires or is earlier terminated.

6.2 Notice of Material Breach or Default

(a) If either Party commits a material breach or default in the performance of any of such Party's obligations under this Agreement, the other Party shall have the right to give the defaulting Party written notice of breach or default, including a statement of the facts relating to the material breach or default. If the material breach or default is not cured within forty-five (45) days after the defaulting Party's receipt of such notice (or such later date as may be specified in such notice), the non-defaulting Party, at its option, shall have the right to elect to terminate this Agreement on written notice at any time thereafter while the breach or default remains uncured. Notice to Service Provider of a material breach or default by Service Provider may be given by Internet2 or an Enterprise Customer. An Enterprise Customer's or Internet2 NET+ Partner's breach of a Customer Agreement, an Internet2 NET+ Partner's breach of an Internet2 NET+ Partner Agreement, or any User's violation of the Terms of Service or the Privacy Policy, will not place Internet2 or Service Provider in breach or default of this Agreement.

Internet2's breach of a Customer Agreement or an Internet2 NET+ Partner Agreement also will not place Service Provider or Internet2 in breach or default of this Agreement.

(b) Notwithstanding anything in this Agreement to the contrary, if Internet2 terminates this Agreement pursuant to Section 6.2(a), (i) each Enterprise Customer, shall have the right but not the obligation to terminate its NET+ Service Schedule without any liability to Service Provider (nor will Internet2 have any liability to Service Provider or Service Provider have any liability to Enterprise Customer or Internet2 relating thereto except with respect to its indemnification obligations under this Agreement) and in such instance, without waiving any other rights of Internet2 or each applicable Enterprise Customer, Service Provider will, with respect to any prepaid Fees received from Internet2 in respect of each such Enterprise Customer, refund to Internet2 an amount equal to the pro rata portion of any Fees prepaid by Internet2 for any period of the applicable Enterprise Customer Term that has not yet occurred; and (ii) for any Enterprise Customer that elects not to terminate its NET+ Service Schedule in such instance, Service Provider agrees to comply with the same obligations that it has where there is a Section 6.3 Termination.

(c) Each Party shall have the right to terminate the Agreement in whole or in part by giving the other a written notice of termination in the event: (i) the other Party becomes insolvent or makes a general assignment for the benefit of creditors; (ii) a petition under the Bankruptcy Code is filed by the other Party; or (iii) a petition under the Bankruptcy Code is filed against the other Party and the other Party has not secured a dismissal of such petition within sixty (60) days after the petition is filed against the other Party.

(d) Internet2 may terminate this Agreement if Service Provider fails to comply with the requirements of Section 8.4 herein and any other obligations identified in Exhibit G.

6.3 Internet2 NET+ Program Advisory Group If at any time the Internet2 NET+ Program Advisory Group or any successor group affirmatively decides to remove the Services from the Internet2 NET+ Services Catalog, Internet2 may terminate this

Agreement upon at least six (6) months prior written notice to Service Provider. If Internet2 terminates this Agreement pursuant to this Section 6.3 (a "**Section 6.3 Termination**"), Service Provider agrees that (a) each Internet2 Enterprise Customer shall have the right to continue to use the Services without interruption pursuant to a separate agreement to be entered into between Service Provider and each Internet2 Enterprise Customer in substantially the same form as the Internet2 Customer Agreement (and including the operative terms from this Agreement but with Internet2 no longer a party), at the then current rates in effect for each Internet2 Enterprise Customer under its respective Internet2 Customer Agreement with no rate increase for at least a period of time that is equal in duration to the greater of (i) what would otherwise be the balance of the then current Contract Year or (ii) what is required under either this Agreement or the Internet2 Customer Agreement; and (b) each Internet2 NET+ Partner Enterprise Customer shall have the right to continue to use the Services without interruption pursuant to its Internet2 NET+ Partner Customer Agreement, and in connection with a separate agreement to be entered into between Service Provider and each Internet2 NET+ Partner in substantially the same form as the Internet2 NET+ Partner Agreement (but in connection with the Services only (it shall be consistent with the Internet2 NET+ Service Order in connection with the Services), and with no obligation for any Internet2 NET+ Partner to pay Service Provider any Internet2 NET+ Partner Internet2 Kept Fees or analogous fees of any kind), and including the operative terms from this Agreement but with Internet2 no longer a party, at the then current rates in effect for each Internet2 NET+ Partner Enterprise Customer under its respective Internet2 NET+ Partner Customer Agreement with no rate increase for at least a period of time that is equal in duration to the greater of (i) what would otherwise be the balance of the then current Contract Year or (ii) what is required under the Internet2 NET+ Partner Customer Agreement.

6.4 Transition Upon the expiration or earlier termination of any Enterprise Customer Term or this Agreement, during the Retention Period Service Provider will, at Service Provider's cost, provide any transition assistance that may be reasonably requested by Enterprise Customers as described in the remainder of this Section 6.4. Service Provider will reasonably cooperate with Enterprise Customers and otherwise

promptly take all steps required to assist Enterprise Customers in effecting an extraction and export of all Enterprise Customer Data.

7. Confidentiality

7.1 Treatment of Confidential Information

(a) All Confidential Information shall be and remain the property of the Person whose Confidential Information it is. For purposes of this Section 7, as to Service Provider's obligations, "Protected Entities" shall mean Internet2, each Internet2 NET+ Partner, and each Enterprise Customer, and as to Internet2's obligations, "Protected Entities" shall mean solely Service Provider. In addition, "Receiving Party" for purposes of this Section 7 shall mean the Party that is receiving Confidential Information of a Protected Entity (i.e., a Person that is a Protected Entity as to such Party).

(b) Each Receiving Party shall:

(i) Limit access to the Confidential Information of the Protected Entities solely to those of the Receiving Party's employees or Contractor/Agents who have a direct and immediate need to know such information in connection with the performance of this Agreement or a Customer Agreement, and have been instructed to abide by, and have agreed to abide by, this Section 7;

(ii) Protect the confidentiality of the Confidential Information of the Protected Entities, which protection shall, in each instance, be no less than a commercially reasonable degree of care, and at least to the same extent and in the same manner that the Receiving Party protects the confidentiality of its own proprietary and confidential information;

(iii) Not copy or reproduce any Confidential Information of the Protected Entities unless the Receiving Party has received the Protected Entities' prior written consent, except as necessary for use in connection with this Agreement or a Customer Agreement or as required by Applicable Law;

(iv) Not remove from the Protected Entities' facilities, or maintain on the Receiving Party's equipment, any Confidential Information of the Protected Entities without the prior written consent of the Protected Entities, as applicable; and

(v) Promptly notify the Protected Entities both orally and in writing if any Confidential Information of the Protected Parties in the Receiving Party's possession is the subject of a Legal Request as defined in Section 8.5 of this Agreement, or is improperly used, disclosed, copied, or removed by anyone except for proper use, disclosure, copying or removal by an authorized representative of the other Party or an Enterprise Customer, as applicable. Upon receipt of a Legal Request, the Receiving Party will attempt to redirect the requesting third party to the applicable Protected Entities to acquire any Confidential Information of such Protected Entities. If the Receiving Party's redirecting efforts are unsuccessful, and provided the Receiving Party is not prohibited by Applicable Law from doing so, the Receiving Party will, prior to disclosure in response to the Legal Request, provide as much advance notice as possible, but at least thirty (30) days advance notice if at all possible to the Protected Entities, which notice will include, to the extent permitted by Applicable Law, a copy of the Legal Request received by the Receiving Party from the requesting third party. Unless all of the applicable Protected Entities in writing explicitly authorize the Receiving Party to respond to the Legal Request sooner, the Receiving Party will thereafter respond to the Legal Request on or around the last day permitted pursuant to the Legal Request, except that if any of the Protected Entities has taken successful legal steps (e.g., motion to quash or motion for a protective order) to stop or limit the Receiving Party's response, the Receiving Party will not respond until and unless required to do so, or will respond only to the extent required on or around the last day permitted pursuant to the Legal Request, whichever is applicable.

(c) Notwithstanding anything to the contrary in this Agreement, the Parties shall have the right to disclose the Redacted Provisions to Qualified Persons and potential Internet2 NET+ Partners and Internet2 NET+ Partners except where such potential Internet2 NET+ Partners and Internet2 NET+ Partners, in acting as a service provider,

also provide products similar to or competitive with Services provided under this Agreement.

7.2 Length of Confidential Information Obligations The confidentiality obligations in this Section 7 shall survive for a period of five (5) years after termination of this Agreement, unless a longer period of time is required by Applicable Law (the "**Confidentiality Period**"). During the Confidentiality Period and continuing for a period of forty-five (45) days thereafter, Confidential Information of the Protected Entities will be returned to the Protected Entities or destroyed promptly upon request of the Protected Entities without retaining any copies thereof, with any destruction confirmed upon request in writing by the Receiving Party. Notwithstanding the foregoing, Service Provider will be required to Securely Delete Enterprise Customer Data in accordance with Section 8.8 of this Agreement, including with respect to the timing set forth therein.

7.3 Any Conflict between Sections 7 and 8 Regarding Enterprise Customer Data For the avoidance of doubt, with respect to Enterprise Customer Data, if there is any conflict between Sections 7 and 8, Section 8 shall control (and, for the avoidance of doubt, nothing contained in this Section 7 shall be deemed in any way to limit the obligations of Service Provider under Section 8, including with respect to more restrictive obligations, under Section 8).

8. Enterprise Customer Data

8.1 Rights and License in and to Enterprise Customer Data

(a) As between each Enterprise Customer and Service Provider, all rights, including all Proprietary Rights, in and to Enterprise Customer Data shall remain at all times the exclusive property of such Enterprise Customer. This Agreement does not grant Service Provider any rights, title or interest, whether express or implied, in and to any data, content or intellectual property of any Enterprise Customer or Internet2, except for the limited right to process, transfer, store and archive Enterprise Customer Data as expressly stated in this Agreement solely to the extent necessary for Service Provider to fulfill its obligations under this Agreement. In no event shall Service Provider gain any

rights, title or interest, whether express or implied, in and to any data, content, or intellectual property of any Enterprise Customer or Internet2 as the result of any processing, transfer, storage, archiving or any other action taken by Service Provider in respect to such data, content or intellectual property.

(b) Each Enterprise Customer (including through one or more Enterprise Customer Administrators) shall have the right, at all times during the Enterprise Customer Term and ten (10) business days thereafter, and, if applicable, the Retention Period and ten (10) business days thereafter, for any reason whatsoever in Enterprise Customer's sole discretion, including for purposes of e-discovery, to access, copy or remove any or all Enterprise Customer Data. Each Enterprise Customer (including through one or more Enterprise Customer Administrators) may access, copy and remove any or all Enterprise Customer Data by using, at the Enterprise Customer's option, the Service Provider Platform, Service Provider Portal, or any applicable Enterprise Customer Application for such Enterprise Customer. In addition, in connection with any Enterprise Customer's response to an e-discovery request or other action related to a legal proceeding, governmental request or a claim or demand made pursuant to the United States Copyright Law or otherwise, or in connection with any other reasonable basis for any Enterprise Customer to do so, upon Service Provider's receipt of a written request from such Enterprise Customer, Service Provider will provide such Enterprise Customer with the existing logs or other information applicable to the Enterprise Customer.

(c) If at all possible, Service Provider shall provide Internet2 and all Enterprise Customers with at least five (5) business days written notice prior to filing a petition seeking to take advantage of any law relating to the bankruptcy or insolvency of Service Provider and where possible shall immediately provide written notice to Internet2 and all Enterprise Customers if Service Provider is adjudicated to be bankrupt, is the subject of a petition seeking the liquidation, reorganization, winding-up, dissolution or adjustment of indebtedness of Service Provider, if Service Provider becomes insolvent or makes an assignment for the benefit of creditors or if a receiver is appointed for Service Provider. If as a result thereof any Enterprise Customer is no longer able to access, copy or

remove Enterprise Customer Data in the ordinary course of business, then, without limitation of any other provision contained in this Agreement, within ten (10) business days following Service Provider's receipt of written request from any such Enterprise Customer, Service Provider will, as specified by the Enterprise Customer in such written request, explain how the Enterprise Customer Data is stored and can be accessed, and either (i) enable the Service Provider Platform for a period of at least thirty (30) days for use by such Enterprise Customer (including through one or more Enterprise Customer Administrators) in order that such Enterprise Customer can access, copy and remove the Enterprise Customer Data using the Service Provider Portal or any applicable Enterprise Customer Application; or (ii) electronically deliver to such Enterprise Customer in a readily usable format all of its Enterprise Customer Data segregated on a per Account basis.

8.2 Data Privacy

(a) Service Provider agrees that Service Provider is a "School Official" (as that term is used in FERPA) with a "legitimate educational interest" in any Enterprise Customer Data that is protected by FERPA and, therefore, Service Provider agrees that with respect to all Enterprise Customer Data that is protected by FERPA that Service Provider accesses, receives, stores or controls. Service Provider will comply with all obligations that FERPA imposes on a School Official. Service Provider will use Enterprise Customer Data only for the purpose of fulfilling its duties under this Agreement and Service Provider will not share such Enterprise Customer Data with or disclose it to any third party except as expressly provided for in this Agreement or authorized in writing by the applicable Enterprise Customer. By way of illustration and not of limitation, Service Provider will not use such data for Service Provider's own benefit and, in particular, will not engage in "data mining" of Enterprise Customer Data or the sale of Personal Data, including, without limitation, the sale of User e-mail addresses. For the avoidance of doubt, and notwithstanding anything in this Agreement to the contrary, Service Provider will not have any Service Provider Contractor/Agents decrypt Enterprise Customer Data or access or read unencrypted Enterprise Customer Data.

(b) Service Provider is not compliant with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA") and makes no representations, warranties or covenants that it will become compliant with HIPAA.

(c) Service Provider's management and storage of Enterprise Customer Data shall in all respects, including, without limitation, administrative, physical and technical respects, meet the privacy and security standards set forth in the Gramm-Leach-Bliley Act, 15 U.S.C. sections 6801-6809 and its implementing regulations.

(d) All servers that will receive, store or transmit, Enterprise Customer Data will be located by Service Provider in production and disaster recovery datacenters only in the continental United States and Canada. Service Provider may only store Enterprise Customer Data outside of the continental United States with the prior express written permission of the applicable Enterprise Customer, and then only in such territory(ies) or country(ies) as identified in any such prior express written permission.

(e) Without limiting Service Provider's confidentiality obligations under this Agreement and Service Provider's other obligations under Section 8 of this Agreement, but in addition thereto, Service Provider may provide access to Enterprise Customer Data only to those employees and Service Provider Contractor/Agents who need to access the data to fulfill Service Provider's obligations under this Agreement. When the Enterprise Customer Data is encrypted and Service Provider has the ability to decrypt such Enterprise Customer Data, Service Provider may decrypt Enterprise Customer Data only if: (i) the applicable Enterprise Customer requests decryption, in writing, for routine access and use by such Enterprise Customer; (ii) following Service Provider's written request of an Enterprise Customer, such Enterprise Customer has provided its written consent thereto; or (iii) pursuant to a court order, in which event Service Provider will, if permitted by Applicable Law, provide the applicable Enterprise Customer with prompt written notice thereof and as much time as is reasonably practicable to allow for Enterprise Customer to seek a protective order. Service Provider will employ industry

standard measures, to ensure that each Enterprise Customer's Enterprise Customer Data is stored in a manner that prevents access to such Enterprise Customer Data by any other customer of Service Provider or by any other Enterprise Customer.

(f) Service Provider will ensure that its employees and Service Provider Contractor/Agents who perform work under this Agreement have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement.

(g) Service Provider will perform background checks on all personnel who have potential to access any Enterprise Customer Data. Such background checks will be performed in accordance with the applicable law. Service Provider shall ensure that personnel with a felony conviction, that are listed on the OFAC, BIS or DDTC lists or who otherwise have a negative background check as determined by Service Provider's reasonable employment policies (which must be consistent with Applicable Law) shall not have access to any Enterprise Customer Data.

(h) Certain Personal Data contained amongst Enterprise Customer Data may be confidential under Applicable Law. Accordingly, without limiting Service Provider's other obligations under this Agreement, Service Provider will follow all requirements specified under Applicable Law with respect to the protection of Personal Data.

8.3 Data Security

(a) Service Provider will ensure that all facilities used to store and process Enterprise Customer Data will employ at least commercially reasonable best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Service Provider's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.

(b) Service Provider will: (i) use commercially reasonable security tools and technologies in connection with the Service Provider Platform under this Agreement; (ii) use commercially reasonable software application protection security technologies in the Service Provider Software under this Agreement; and (iii) during the course of the Term promptly update and upgrade the tools and technologies referred to in (i) and (ii) as updates and upgrades to such tools and technologies become available, within no later than a commercially reasonable period of time from when the applicable updates and upgrades become generally commercially available. Without limiting the foregoing obligations of Service Provider, at a minimum, Service Provider will throughout the Term use at least the same security tools and technologies in connection with the Services as it uses for its general business, commercial and enterprise customers. In addition, Service Provider will use up-to-date anti-virus and anti-malware protections within its organization. Service Provider's security tools and technologies for the types of services and software provided under this Agreement shall comply with applicable industry standards now in effect or subsequently adopted.

(c) Service Provider will use commercially reasonable tools and services to identify and protect against spam, harmful code, viruses, malware, phishing and other attacks, and will ensure that neither its employees nor any Service Provider Contractor/Agents monitor or read the content of individual emails of Users; provided, however, employees of Service Provider may access emails of Users as expressly provided for in this Agreement (e.g., in responding to legal demands or at the request of a User or Enterprise Customer Administrator, but as to a request by a User only with respect to Enterprise Customer Data contained in the applicable User's Account). Service Provider will not give one User (other than a User that is an Enterprise Customer Administrator who may still only receive access to that Enterprise Customer's Enterprise Customer Data) access to another User's Account or Enterprise Customer Data unless the User whose account or Enterprise Customer Data is to be accessed has given Service Provider express written authorization to provide such access to another User. Service Provider will not give one Enterprise Customer access to another Enterprise Customer's Account(s) or Enterprise Customer Data unless the Enterprise

Customer whose Account(s) or Enterprise Customer Data is to be accessed has given Service Provider express written authorization to provide such access to another Enterprise Customer.

(d) Service Provider has established, and will throughout the Term maintain, the data security policy and practices applicable to the Service Provider Platform as set forth on Exhibit G (the "Service Provider Online Information Security Policy"), as such Service Provider Online Information Security Policy may be improved upon by Service Provider from time to time during the Term. With regard to the data security practices of Service Provider in respect of Enterprise Customer Data, throughout the Term, Service Provider will at a minimum abide by data security practices that are at least as protective as the data security practices set forth in the Service Provider Online Information Security Policy in effect as of the Effective Date. At a minimum, the Service Provider Online Information Security Policy will include: (i) a detailed description of the level of security and encryption Service Provider will apply to Enterprise Customer Data; (ii) a detailed description of access security protocols utilized by Service Provider to prevent access to Enterprise Customer Data by unauthorized third-parties, unauthorized Service Provider personnel, or other customers of Service Provider; and (iii) a business continuity plan that details Service Provider's disaster recovery processes, policies and procedures, including the use of geographic redundancy, data backup/recovery, disaster recovery plan testing, and utilization of uninterruptible power supplies and backup generators, so that Service Provider shall be able to continue to fulfill its obligations under this Agreement in the event of hardware failure, software failure, power failure, or the occurrence of any disaster or other event beyond the reasonable control of Service Provider. As it relates to Service Provider's business continuity plan in clause (iii) of this Section 8.3(d), the Service Provider Online Information Security Policy shall include disaster recovery testing that tests Service Provider's disaster recovery processes, policies and procedures no less than every two (2) years after the Effective Date of this Agreement. Promptly following any update by Service Provider of the Service Provider Online Information Security Policy, Service Provider shall deliver to Internet2 a copy of any updated version(s) of the Service Provider Online Information Security Policy.

Notwithstanding anything to the contrary contained herein or in the Service Provider Online Information Security Policy, in the event of any conflict between the terms and conditions of the Service Provider Online Information Security Policy and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall be deemed to control. On at least an annual basis, the Parties will review updates to the Service Provider Online Information Security Policy to determine whether such updates are acceptable (except where such updates are required by Applicable Law); if the Internet2 NET+ Service Provider Advisory Board in its reasonable judgment determines that such updates are acceptable (except where such updates are required by Applicable Law) then, on mutual written agreement of the Parties, the updated version of the Service Provider Online Information Security Policy will be attached to Exhibit G of this Agreement in place of what had been the then current version of the Service Provider Online Information Security Policy.

(e) Without limitation of any other provision contained in this Agreement, Service Provider represents and warrants that:

(i) it is compliant with the path of getting the certification and within the twelve (12) month period after the Effective Date, an Independent Third-Party Auditor (as defined below in this Section 8.3 (e)) will conduct an audit of Service Provider for compliance with ISO 27001, and certify Service Provider is compliant with ISO 27001 and issue Service Provider an ISO 27001 service organization control report (an "ISO 27001 Report") (the audit types identified in above are sometimes hereinafter referred to collectively as "Audits"); and

(ii) the copies of the the ISO 27001 Report that Service Provider will provide to Internet2 (the "Provided Audit Reports") are true and correct copies of the original organization control reports issued by the Independent Third-Party Auditor.

(f) On not less frequent than an annual basis during the Term, Service Provider will have an Independent Third-Party Auditor conduct Audits of Service Provider and ISO 27001 Report resulting from such Audits. Service Provider will provide Internet2, all Internet2 NET+ Partners and all Enterprise Customers

with a true and correct copy of each such additional service organization control report within thirty (30) days after issuance (all such additional service organization control reports are together with the Provided Audit Reports, sometimes hereinafter referred to collectively as the “**Audit Reports**”). Service Provider will promptly remediate (1) any errors identified in an Audit Report that could reasonably be expected to have an adverse impact on the Services, and (2) material control deficiencies identified in an Audit Report. As used in this Agreement, “**Independent Third-Party Auditor**” shall mean a reputable independent third-party auditor (i) experienced in conducting in-depth audits of third-party service organizations and issuing service organization control reports in accordance with statements on auditing standards issued by the Auditing Standards Board of the AICPA; and (ii) accredited to conduct audits of third-party service organizations for compliance with ISO 27001.

(g) If the primary data centers from which Service Provider provides the Service Provider Platform to Enterprise Customers are not owned or operated by Service Provider (“**Service Locations**”), Service Provider will obtain and review the audited reports in relation to the security of its Service Locations. Service Provider shall ensure such audits performed by the Service Location: (i) will be performed at least annually, and will also be performed promptly after the occurrence, if any, of a Security Incident, as defined in Section 8.6 of this Agreement; (ii) will be performed according to all applicable industry security standards; (iii) will be performed by an Independent Third-Party Auditor; and (iv) will result in the generation of an audit report (“**Service Location Audit Report**”). The Service Location Audit Report, which Service Provider will have available for review upon request a true and correct copy for Internet2, all Internet2 NET+ Partners and all Enterprise Customers within thirty (30) days of Service Provider receiving such Service Provider Audit Report, will use commercially reasonable efforts for the Service Location to promptly address the control procedures used at the Service Location(s), including specifically an assessment of whether (A) the control procedures were suitably designed to provide reasonable assurance that the stated internal control objectives would be achieved if the procedures operated as designed, (B) the control procedures operated effectively at all times during the reporting period, and (C) in the case of data loss or

misuse, identify the data that was lost or misused, identify the Person responsible, identify what steps the Service Location has taken to mitigate the impact of the data loss or misuse, and what corrective steps the Service Location has taken to ensure such data loss or misuse does not reoccur. In addition, Service Provider will use its reasonable efforts to cause the Service Location to promptly remediate (1) any errors identified in a Service Location Audit Report that could reasonably be expected to have an adverse impact on the Services, and (2) material control deficiencies identified in the Service Location Audit Report.

(h) Service Provider shall not allow any media device that may contain Enterprise Customer Data to leave Service Provider's Service Locations. When the physical media that Service Provider has used in relation to the storage of Enterprise Customer Data is either damaged or replaced, Service Provider shall either physically destroy the media device through crushing, shredding, incineration and/or melting (“**Physical Destruction**”) or use a digital sanitization tool (“**Digital Sanitization**”), in order to ensure the protection of Enterprise Customer Data stored on the damaged or physically replaced media. Service Provider shall use Physical Destruction or Digital Sanitization, as applicable, in the following two instances: (i) when there is a failed or failing media device and such media device is replaced, then Service Provider shall use Physical Destruction on the failed or failing media device; and (ii) following the end of an Enterprise Customer Term, in which case and in accordance with the timing set forth in Section 8.8.

8.4 Data Integrity, Loss and Availability Service Provider will take all commercially reasonable measures and all measures it generally provides to all other business, commercial or enterprise customers, which shall at a minimum be consistent with the Service Provider Online Information Security Policy, including regular data integrity audits, as set forth in Exhibit G, to protect against loss of Enterprise Customer Data, deterioration of Enterprise Customer Data, and degradation of the quality and authenticity of Enterprise Customer Data. The Services and the Enterprise Customer Data stored using the Services shall be available and accessible to Enterprise Customers at least ninety-nine and nine-tenths percent (99.9%) of the time each month of the Term.

8.5 Response to Legal Orders, Demands or Requests for Data

(a) Upon receipt of valid legal process (the "Legal Request"), Service Provider will attempt to redirect the requesting third party to the applicable Enterprise Customer to acquire any Enterprise Customer Data. If Service Provider's redirecting efforts are unsuccessful, and provided Service Provider is not prohibited by Applicable Law from doing so, Service Provider will, prior to disclosure, provide as much advance notice as possible, but at least thirty (30) days advance notice if at all possible to the applicable Enterprise Customer of the Legal Request, which notice will include, to the extent permitted by Applicable Law, a copy of the Legal Request received by Service Provider from the requesting third party. Unless the Enterprise Customer in writing explicitly authorizes the Service Provider to respond to the Legal Request sooner, Service Provider will thereafter respond to the Legal Request on or around the last day permitted pursuant to the Legal Request, except that if the applicable Enterprise Customer has taken successful legal steps (e.g., motion to quash or motion for a protective order) to delay, stop or limit Service Provider's response, Service Provider will not respond until and unless required to do so, or will respond only to the extent required on or around the last day permitted pursuant to the Legal Request, whichever is applicable. With respect to any Legal Request served on an Enterprise Customer for which the Enterprise Customer intends to respond, such Enterprise Customer will have access to and may extract for itself, Enterprise Customer Data. If an Enterprise Customer is unable to access Enterprise Customer Data using the tools and Documentation provided by Service Provider, then, upon request and during the Enterprise Customer Term and Retention Period only, Service Provider will, at no cost to such Enterprise Customer, provide commercially reasonable assistance to enable the Enterprise Customer to obtain for itself and extract the Enterprise Customer Data for any and all purposes relating to this Agreement or the Customer Agreement, including in connection with this Section 8.5.

(b) If Service Provider receives a legal demand to provide information about an Enterprise Customer under the Communications Assistance for Law Enforcement Act, 18 U.S.C. §2522 Service Provider shall immediately notify such Enterprise Customer, and

provide the Enterprise Customer all other information reasonably requested by the Enterprise Customer relating thereto, including the point of contact at the Department of Justice in connection with such matter, if applicable.

8.6 Security Incident Response Upon Service Provider (which includes Service Provider Contractor/Agents) becoming aware of: (a) any unlawful or unauthorized access to any Enterprise Customer Data stored on equipment used by or on behalf of Service Provider or in facilities used by or on behalf of Service Provider; (b) any unlawful or unauthorized access to any such equipment used by or on behalf of Service Provider or in facilities used by or on behalf of Service Provider that has resulted in, or Service Provider reasonably expects may result in, loss, disclosure or alteration of Enterprise Customer Data or any such equipment or facilities; or (c) any incident for which Service Provider is unable to promptly determine whether any unlawful or unauthorized access to any Enterprise Customer Data stored on any such equipment used by or on behalf of Service Provider or in facilities used by or on behalf of Service Provider has occurred (each a "Security Incident"), Service Provider will: (i) promptly notify Internet2 and all impacted or potentially impacted Enterprise Customers of the Security Incident in a timely manner to meet the breach notification requirements under Applicable Law; (ii) promptly investigate the Security Incident and promptly provide Internet2 and all impacted or potentially impacted Enterprise Customers with detailed information about the Security Incident; and (iii) promptly take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident. Following the occurrence of a Security Incident, Service Provider will take prompt and appropriate corrective action aimed at preventing the reoccurrence of a similar Security Incident in the future.

8.7 Data Retention and Disposal As to each Enterprise Customer, Service Provider will maintain Enterprise Customer Data in a User's Account and will not Securely Delete or otherwise delete Enterprise Customer Data in a User's Account until the applicable Enterprise Customer or User deletes such Enterprise Customer Data or Service Provider deletes such Enterprise Customer Data after termination or expiration of the Enterprise Customer Term in strict accordance with Section 8.8 below (including with

respect to the timing for deletion set forth in Section 8.8). Service Provider will provide Internet2 and all Enterprise Customers on an ongoing basis with access to reports on the Service Provider Platform and Enterprise Customers may copy and retain those reports as Enterprise Customers may deem reasonably necessary. Optional archiving services available as part of the Service Provider Platform will enable any Enterprise Customer to immediately place a "hold" on the destruction of Enterprise Customer Data that has been archived.

8.8 Data Transfer Upon Termination or Expiration Following the end of an Enterprise Customer Term, Service Provider shall retain Enterprise Customer Data in an Enterprise Customer's Account(s) (the account features and functionality of which shall then be limited to data retrieval features and functionality) until the Deletion Date. On the Deletion Date, Service Provider shall disable the applicable Enterprise Customer's Account(s) and Securely Delete the Enterprise Customer Data. Prior to the Deletion Date, Service Provider will in accordance with Section 6.4 above, provide upon request assistance to Enterprise Customers for retrieval of all Enterprise Customer Data.

8.9 Features In the event that any of the current or future features or functionality of the Service Provider Platform exceed any of the standards described above in Sections 8.1 through 8.8, those sections shall in no way be deemed to limit Service Provider's obligations to deliver those features and functionality to Enterprise Customers at no additional cost to Enterprise Customers or Internet2, provided that such features and functionality are offered generally at no additional charge to other Service Provider prospects and customers. In this regard, Service Provider shall ensure that Enterprise Customers shall receive for no additional charge all features and functionality generally offered at no additional charge by Service Provider to any of its other business, commercial or enterprise customers except to the extent that, as to a particular Enterprise Customer, such Enterprise Customer does not wish to receive certain features or functionality and so notifies Service Provider. Notwithstanding anything to the contrary contained in this Agreement and without limiting any of Service Provider's obligations set forth in this Agreement, if during the Term Service Provider agrees, with any other business, commercial or

enterprise customer to a greater obligation concerning or related to data privacy, data security or data integrity than is set forth in Section 8 of this Agreement, Service Provider will thereafter also provide all Enterprise Customers with the benefit of the greater obligation that Service Provider has generally offered and at no additional charge agreed to fulfill for its other business, commercial or enterprise customers except to the extent that, as to a particular Enterprise Customer, such Enterprise Customer does not wish Service Provider to have such greater obligation as to such Enterprise Customer and so notifies Service Provider. By way of illustration of the foregoing, if after the Effective Date Service Provider generally offered at no additional charge in its agreements with other business, commercial or enterprise customers to obligate itself to fulfill a data security obligation that is a higher level of security standard than is set forth in Section 8.3 of this Agreement, the data security obligations of Service Provider under this Agreement shall automatically be deemed to incorporate such a higher level of security standard. Without limiting Service Provider's obligations under Section 3.2 and this Section 8.9, but for the avoidance of doubt, Service Provider agrees that with respect to both Section 3.2 and this Section 8.9, Service Provider will not make any Modifications or take any other actions that will require such Enterprise Customers to pay additional amounts in order to continue to utilize the Services, except where an Enterprise Customer agrees in writing otherwise.

8.10 Cloud Controls Matrix After the Effective Date, Service Provider shall promptly complete the Cloud Security Alliance GRC Stack Cloud Controls Matrix ("CCM") spreadsheet and shall promptly provide it to each Enterprise Customer upon execution of a Customer Agreement either by making it available on a publicly accessible website or through such other means as agreed to by the respective Enterprise Customer. The GRC Stack, including the CCM, can be found at <http://cloudsecurityalliance.org/research/grc-stack/>. Service Provider's refusal to complete the CCM or provision of any deceptive, incomplete, or misleading responses shall be deemed a breach of this Agreement.

9. Miscellaneous

9.1 Network Services The terms and conditions regarding Service Provider's use of the Internet2 Network are set forth in a network services agreement into which the Parties previously entered (the "**Network Services Agreement**"). As of the Effective Date, the Network Services Agreement is in full force and effect. A signed copy of the Network Services Agreement is attached to Exhibit J of this Agreement for the purpose of reference only and, notwithstanding any provision to the contrary contained in this Agreement, is not incorporated into or made a part of this Agreement.

9.2 Membership in Internet2 Service Provider previously executed an Internet2 membership agreement that, as of the Effective Date, is in full force and effect. Throughout the Main Term of this Agreement, Service Provider shall maintain its membership in Internet2 and, in accordance with the terms and conditions of such Internet2 membership agreement, pay to Internet2 all membership dues charged by Internet2 pursuant to such Internet2 membership agreement. Notwithstanding any provision to the contrary contained in this Agreement, the Internet2 membership agreement is not incorporated into or made a part of this Agreement.

9.3 Participation in InCommon Service Provider previously executed an InCommon participant agreement for "Sponsored Partners" that, as of the Effective Date, is in full force and effect. Throughout the Main Term of this Agreement, Service Provider shall maintain its status as a participant in InCommon and, in accordance with the terms and conditions of such InCommon participant agreement, pay to Internet2 all fees charged by Internet2 to Service Provider pursuant to such InCommon participant agreement. Notwithstanding any provision to the contrary contained in this Agreement, the InCommon participant agreement is not incorporated into or made a part of this Agreement.

9.4 Support Services At no additional cost to Enterprise Customers, Service Provider shall provide support services to Enterprise Customers in accordance with Service Provider's support services policies and procedures set forth on Exhibit D.

Whenever, if at all, there is an outage of the Service Provider Platform, Service Provider shall promptly and in no event less than thirty (30) minutes after an outage, send Internet2 and each impacted Enterprise Customer written notice of the outage via e-mail to an e-mail address to be designated by Internet2 or provide notice in another prompt manner if the outage affects e-mail service.

9.5 Joint Marketing Program The Parties will use their good faith efforts to establish, and throughout the Main Term implement, a marketing program that leverages the Parties' respective resources. Internet2 may provide service information on its web pages, grant Service Provider the opportunity to present at Internet2 Member Meetings, list the Services in the Internet2 NET+ Services Catalog, host webinars, and/or introduce Service Provider to Internet2 members. Service Provider if it so decides is responsible for service advertising and funding sponsorship opportunities at Internet2 Member Meetings. In addition, Service Provider will ensure that all advertising and marketing materials it provides to Internet2 are accurate.

9.6 Contractual Relationship The Parties are entering into this Agreement as independent contracting parties. This Agreement will not be construed to create an association, joint venture or partnership between the Parties or to impose any partnership liability upon any Party.

9.7 Third-Party Beneficiaries Each Enterprise Customer shall be deemed a third-party beneficiary of this Agreement, and the applicable Enterprise Customer(s) shall have the right to enforce the terms of this Agreement against Service Provider. In the event of a breach or alleged breach of this Agreement by Service Provider, the applicable Enterprise Customer shall have the right to assert and pursue breach of contract claims directly against Service Provider. Each Internet2 NET+ Partner shall be deemed a third-party beneficiary of this Agreement and the applicable Internet2 NET+ Partner shall have the right to enforce the terms of this Agreement against Service Provider. In the event of a breach or alleged breach of this Agreement by Service Provider, the applicable Internet2 NET+ Partner shall have the right to assert and pursue breach of contract claims directly

against Service Provider. While Service Provider shall be recognized as a third-party beneficiary with respect to the Services, of (i) each Customer Agreement as to the applicable Enterprise Customer only and shall have the right to enforce the terms of the Services portion of the Customer Agreement against the applicable Enterprise Customer and in the event of a breach of the Services portion of the Customer Agreement by Enterprise Customer, Service Provider shall have the right to assert and pursue breach of contract claims directly against the applicable Enterprise Customer, and of (ii) each Internet2 NET+ Partner Agreement as to the applicable Internet2 NET+ Partner only, and shall have the right to enforce the terms of Services portion of the Internet2 NET+ Partner Agreement against the applicable Internet2 NET+ Partner and in the event of a breach of the Services portions of the Internet2 NET+ Partner Agreement by Internet2 NET+ Partner. Service Provider shall have the right to assert and pursue breach of contract claims directly against the applicable Internet2 NET+ Partner. Service Provider shall not have any rights, including any right to bring any claims, against Internet2 under or relating to any of the Customer Agreements or Internet2 NET+ Partner Agreements (for example, Service Provider shall not have any rights, including any rights to bring any claims, against Internet2 in Service Provider's capacity as a third-party beneficiary under the Customer Agreements or the Internet2 NET+ Partner Agreements as any rights Service Provider has against Internet2 shall be under this Agreement). and Service Provider hereby irrevocably and forever waives and relinquishes any rights, including any rights to bring any claims, against Internet2 under or relating to the Customer Agreements or the Internet2 NET+ Partner Agreements, including in Service Provider's capacity as a third-party beneficiary under the Customer Agreements as to Enterprise Customers and under the Internet2 NET+ Partner Agreements as to Internet2 NET+ Partners.

9.8 Non-waiver The failure of either Party to insist upon or enforce strict performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement will not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision, right or remedy in that or any other instance.

9.9 Assignment Except as provided in the next sentence, neither Party shall directly, indirectly, by operation of law or otherwise assign all or any part of this Agreement or any of its rights hereunder or transfer any of its obligations hereunder. Notwithstanding the foregoing, each Party shall have the right, upon providing advance notice to the other Party, to assign or transfer all of its rights and obligations under this Agreement (a) to an Affiliate or (b) in connection with a merger or a sale of all or substantially all of its assets or stock (and then only to the merged or purchasing entity), provided that in the event of assignment under either (a) or (b), such assignee/transferee agrees to be bound by the terms and conditions of this Agreement (and for the avoidance of doubt any assignment by Service Provider to a Person must include an assignment to such Person of all of Service Provider's responsibilities, obligations, etc. under the Customer Agreements (as referenced in, for example, Section 2.2(e) of this Agreement)). Any assignment or delegation to the contrary shall be deemed void from inception. Subject to the foregoing restrictions, this Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns. This Section 9.9 is not intended to limit either Party's rights or obligations under Section 9.21 of this Agreement.

9.10 No Drafting Presumption The Parties agree that the terms of this Agreement were mutually negotiated and shall not be construed either in favor or against either of them by virtue of a Party's involvement in preparing or reviewing this Agreement.

9.11 Integration This Agreement, including the Exhibits attached hereto, which are incorporated herein by reference, constitutes the entire agreement between the Parties with regard to the subject matter hereof and supersedes any and all prior agreements between the Parties with regard to the subject matter hereof. This Agreement may not be amended or modified except by a writing signed by both Parties.

9.12 Severability If any provisions of this Agreement shall be conclusively determined by a court of competent jurisdiction to be invalid or unenforceable

to any extent, the remainder of this Agreement will remain in full force and effect.

9.13 Good Faith Conduct and Efforts to Resolve Disputes Informally The Parties agree to act in good faith with respect to this Agreement and any dispute. In the event of any dispute between Service Provider and Internet2, Internet2 and Service Provider will work in good faith to resolve the matter internally by escalating it to the project managers of the Parties immediately after the dispute arises. In the event that the project managers are unable to resolve the dispute within five (5) calendar days after it is brought to their attention, the Parties will escalate the dispute to the senior officials of the Parties. Nothing in this Section 9.13 shall preclude the Parties from any rights or remedies under the law.

9.14 Applicable Law; Dispute Resolution In the event of any dispute between the Parties regarding the enforcement of any provisions of this Agreement by one Party against the other Party or regarding the contractual interpretation of a Party's rights or obligations under this Agreement as between the Parties, including in the event of a Party's breach or alleged breach of this Agreement, this Agreement will be construed and enforced in accordance with the laws of New York, without reference to its choice of law rules. In the event of any dispute between the Parties relating to this Agreement, the Parties shall first seek to resolve the dispute in good faith through informal discussions in accordance with Section 9.13. In the event any dispute between the Parties cannot be resolved informally, the Parties agree that any legal action or proceeding under, arising out of, or related to this Agreement must be brought exclusively in the courts located in New York County, New York. The Parties consent to the exclusive jurisdiction of the courts located in New York County, New York and waive any objection to the propriety or convenience of such venues. This Section 9.14 does not apply to disputes arising under Customer Agreements or to disputes involving Enterprise Customers regardless of whether the Parties to this Agreement are involved. Notwithstanding the foregoing, this Section 9.14 shall not be deemed to in any way limit the definition of Applicable Law contained in Section 1. For the avoidance of doubt, when the phrase "Applicable Law" is used in this Agreement in connection with describing

the rights or obligations of a Party, an Enterprise Customer or an Internet2 NET+ Partner, Applicable Law shall mean the Applicable Law that is applicable to the Party, Enterprise Customer or Internet2 NET+ Partner to whom the particular obligation(s) is owed or whose rights are being described. Therefore, for the avoidance of doubt, and by way of example only, if the laws of a state in which an Enterprise Customer is based require that the books and records of Service Provider in connection with such Enterprise Customer be retained for more than two (2) years, Service Provider, pursuant to Section 4.3, shall be required to retain such books and records relating to such Enterprise Customer for such longer period of time because "Applicable Law" includes the laws of the state in which the Enterprise Customer is based, as to the rights of such Enterprise Customer, and requires such longer retention period (and, for the avoidance of doubt, similar interpretations of "Applicable Law" shall apply as it impacts the rights of any Enterprise Customer (and therefore, the corresponding obligations of Service Provider), as such term is used in Sections 1, 2.4, 3.1, 3.5, 4.3, 5.2, 5.4, 7.1, 7.2, 8.2, 8.5, 8.6, 9.7, 9.14, 9.17, and 9.21 (i.e., the laws of the state where the Enterprise Customer is based would also be included as Applicable Law in those sections as it impacts such Enterprise Customer's rights and Service Provider's obligations to such Enterprise Customer)).

9.15 Counterparts; Signature by PDF or Facsimile This Agreement may be signed in counterparts, which together constitute the Agreement. A signature delivered in PDF format or by facsimile will be considered an original.

9.16 Effect of Termination Whenever a Party has a right to terminate this Agreement, such Party will not incur any liability as a result of such termination except where otherwise expressly set forth in this Agreement, and this provision is also not meant to excuse Service Provider from paying all accrued amounts owed to Internet2 as well as all amounts owed or which will subsequently become due from Service Provider to be paid to Internet2 in connection with Customer Agreements that are earned prior to the termination of this Agreement.

9.17 Compliance With Applicable Laws Each Party shall comply with all Applicable Law in

connection with the subject matter of this Agreement, and each Party's performance under this Agreement and the Internet2 Customer Agreements and, with respect to Service Provider only. Service Provider's performance of the Services under the Internet2 NET+ Partner Customer Agreements.

9.18 Post-Termination Obligations

Upon termination of this Agreement, any liabilities accrued before the effective date of the termination will survive. In addition, if any Enterprise Customer terminates its NET+ Service Schedule where such Enterprise Customer has a right to do so, Service Provider will, with respect to any prepaid Fees received from Internet2 in respect of such Enterprise Customer, refund to Internet2 an amount equal to the pro rata portion of any Fees prepaid by Internet2 for any period of the applicable Enterprise Customer Term which has not yet occurred.

9.19 Internet2 shall use all reasonable and good faith efforts to assist Service Provider with communications with Enterprise Customers to recover Fees and any other amounts owed by Enterprise Customers related to the Services.

9.20 Survival The provisions of this Agreement that by their nature are continuing shall continue in full force and effect and shall bind the Parties beyond any termination of this Agreement.

9.21 Standard Access Agreement If, as a part of any Enterprise Customer's standard policies and procedures regarding contractors working onsite or contractors with logon accounts to such Enterprise Customer's network, an Enterprise Customer requires Service Provider personnel to execute standard document(s) prior to gaining access to such Enterprise Customer's premises or systems (each such document a "**Standard Access Agreement**"), the Standard Access Agreement will be binding on Service Provider (including its personnel) upon such Enterprise Customer's delivery to Service Provider of a fully executed copy thereof. If requested by any Enterprise Customer in writing to Service Provider, Service Provider shall be required to receive prior written consent from such Enterprise Customer before a Service Provider Contractor/Agent may enter the property of

such Enterprise Customer on behalf of Service Provider.

9.22 Contractor/Agents Internet2 shall have the right to use independent contractors, subcontractors, or other non-employees ("**Internet2 Contractor/Agents**") to perform any of its obligations or to act on behalf of Internet2. As between Internet2 and Service Provider, all actions of Internet2 Contractor/Agents when acting on Internet2's behalf in connection with this Agreement, and Services related sections of Customer Agreements or Internet2 NET+ Partner Agreements are attributable to Internet2 for all purposes under this Agreement, and Services related sections of Customer Agreements or the Internet2 NET+ Partner Agreements. For the avoidance of doubt, Enterprise Customers, Users, and Internet2 NET+ Partners are not Internet2 Contractor/Agents for purposes of this Agreement. Service Provider shall have the right to use independent contractors, subcontractors, or other non-employees ("**Service Provider Contractor/Agents**") to perform any of its obligations or to act on behalf of Service Provider. All actions of Service Provider Contractor/Agents in connection with this Agreement, the Customer Agreements and the Internet2 NET+ Partner Agreements are attributable to Service Provider for all purposes under this Agreement, the Customer Agreements and the Internet2 NET+ Partner Agreements. In addition, and without limiting the foregoing, Service Provider shall ensure that each of its agreements with Service Provider Contractor/Agents include provisions requiring that the Service Provider Contractor/Agents agree to abide by and comply with (to the same extent that Service Provider is obligated to abide by and comply with under this Agreement and the Customer Agreements) the obligations, representations, covenants, warranties and agreements contained in the Sections of this Agreement entitled Press Releases or Other Public Disclosures, Audit Rights, Mutual Warranties, Additional Representations and Warranties of Service Provider, Insurance, Limitation of Liability, and Compliance with Applicable Laws, and the obligations, representations, covenants, warranties and agreements contained in Sections 7 and 8 of this Agreement entitled Confidentiality and Enterprise Customer Data, to ensure Service Provider Contractor/Agents compliance with such matters to the same extent that Service Provider must comply with

and agree to such matters under this Agreement including background checks as identified in section 8.2(g). Therefore, for example, Service Provider shall ensure that each Service Provider Contractor/Agent (i) is a "School Official" (as that term is used in FERPA) with a "legitimate educational interest" in any Enterprise Customer Data that is protected by FERPA, and (ii) agrees that with respect to all Enterprise Customer Data that is protected by FERPA that such Service Provider Contractor/Agent accesses, receives, stores, or controls, such Service Provider Contractor/Agent will comply with all obligations that FERPA imposes on a School Official. If Internet2 believes that one or more of Service Provider's employees or Service Provider Contractor/Agents has violated any provision of this Agreement or if an Enterprise Customer believes that one or more of Service Provider's employees or Service Provider Contractor/Agents has violated any provision of this Agreement, Internet2 or, if applicable, an Enterprise Customer, shall have the right to require that such employees or Service Provider Contractor/Agents immediately cease performing services under this Agreement or, if applicable, a Customer Agreement. Internet2 is not a service provider and in no event shall any Internet2, Internet2's employees or Internet2 Contractor/Agents be involved with delivery, maintenance, support and access of the Enterprise Customer specific instances of the Services and/or Enterprise Customer Data.

9.23 Insurance Service Provider represents and warrants that it has in force, and will maintain in force, adequate workers' compensation, commercial general liability, errors and omissions, and other forms of insurance policies sufficient to protect from the conduct, acts or omissions of Service Provider (which, for the avoidance of doubt, also includes Service Providers employees and its Contractor/Agents). The Commercial General Liability and Automobile Liability policies will all include Internet2 and assigns as additional insureds in connection with the activities and services of Service Provider (which, for the avoidance of doubt, also includes its employees and Service Provider Contractor/Agents) contemplated by this Agreement. Upon Internet2 providing to Service Provider written notice in the form attached to this Agreement and made a part hereof as Exhibit N or Exhibit N-1, stating that

Internet2 or an Internet2 NET+ Partner has entered into a Customer Agreement with an Enterprise Customer, Service Provider shall make good faith efforts to add such Enterprise Customer and, as applicable, such Internet2 NET+ Partner as an additional insured to Service Provider's insurance policies within 90 days of Service Provider's receipt of notice. Each such insurance policy must have only such deductibles as are reasonable and customary. Such insurance will be occurrence based policies, shall include blanket contractual liability of Service Provider under this Agreement and the Customer Agreements and will remain in effect for at least as long as the last Retention Period after the termination of this Agreement. Upon request, Service Provider will forward to Internet2, prior to commencing provision of the Services to any Enterprise Customer, or at any time thereafter, a certificate of insurance verifying that Service Provider has the insurance set forth above.

9.24 Other Deliverables As of the Effective Date, there are no "Other Deliverables" (as such term is defined in the Customer Agreement). If at any time the Parties agree that, in addition to the Services, Service Provider shall begin also providing Other Deliverables in connection with this Agreement and the Customer Agreements, the Parties shall amend this Agreement to reflect the necessary changes thereto.

9.25 Scope of Employment. For purposes of this Agreement, any references in this Agreement relating to whether a Person was acting in the scope of his or her employment with an Enterprise Customer shall be construed to mean that a Person was acting in the scope of his or her employment with such Enterprise Customer if and only if such Enterprise Customer reasonably determines that such Person was acting in the scope of his or her employment, and such Enterprise Customer notifies Service Provider of the same

9.26 Notices Any notice, communication, request or reply ("Notice") made or accepted by either Party to the other must be made in writing (except where otherwise expressly stated in this Agreement that oral notice is permitted) and shall be effectively given if addressed to the Party to be notified and deposited in the United States Postal Service using certified or registered mail, postage prepaid with return receipt requested, or shipped by a nationally recognized

overnight courier service, or delivered in person to such Party. Any Notice mailed is effective three (3) days after it is deposited in a depository of the United States Postal Service or other overnight services and any Notice delivered in person to a Party shall be effective when received. Notices must be addressed to:

If to Service Provider:

D2L Ltd.
715 St. Paul Street
Baltimore, MD, USA
21202 + 2311

Attn: Legal Team

Email: legal@desire2learn.com

With (copy) to:

Desire2Learn Incorporated

151 Charles Street West, Suite 400
Kitchener, ON, Canada
N2G 1H6

Attn: Legal Department
Email: legal@desire2learn.com

If to Internet2:

UCAID/Internet2
1000 Oakbrook Drive, Suite 300
Ann Arbor, MI 48104
Attn: James A. Pflasterer
Chief Financial Officer
E-mail: japflasterer@internet2.edu

With (copy) to:


UCAID/Internet2
1150 18th St NW
Washington, DC 20036
Attn: John S. Morabito, Esq.
Vice President of External Relations and General Counsel

[SIGNATURE PAGE and EXHIBITS FOLLOW]

In witness whereof, the Parties have executed this Agreement effective as of the Effective Date.

ACCEPTED AND AGREED:

D2L Ltd.

By: 
Name: ANNA FORGONE
Title: GENERAL COUNSEL &
CORPORATE SECRETARY

University Corporation for Advanced Internet Development d/b/a Internet2


By: 
Name: JAMES A. FLASTER
Title: CEO

EXHIBIT A

Service Provider Platform

I. Learning Environment

Service Provider ("D2L") has partnered with clients to pioneer a next generation learning solution that provides an engaging experience capable of directly addressing key challenges related to learner engagement, retention, and outcomes. This represents a shift in higher education from the simple course management capabilities of an LMS to a highly pervasive, perceptive, and personal learning experience. D2L is offering a complete online/blended solution designed exclusively for Internet2 member institutions. Learning Environment includes features that enable access to third party integrations and a suite of mobile applications that are not a part of this Agreement.

Set students and instructors up for success with an engaging, enriching learning experience. Supporting both face-to-face and online teaching and learning, our platform promotes interaction and communication in the classroom and beyond.

D2L is helping to transform the way the world learns. Providing the next generation learning solutions to engage and inspire lifelong learners, D2L helps clients break down barriers to access the highest quality learning experiences, and is recognized for its leadership in accessibility. A global leader in cloud-based (SaaS) learning solutions, D2L provides an open and extensible platform to over 750 clients and more than 10 million learners in 14 different languages.

Features

Rich Media Content

With support for internal and external media, expansive storage and sharing capabilities, and an interface that makes embedding content easy, D2L makes creating media-rich courses simple.

Course Development

A wide array of tools provides everything instructors need to design, develop, and deliver quality courses while personalizing the experience for learners. Robust functionality enables easy incorporation of instructional design best practices to align assessments and learning experiences with course objectives.

Communications

Select from a wide range of opportunities to connect and share. Utilize email, instant messages, notifications, news, blogs and social profiles to communicate.

Discussions

Whether it's for class interaction or learner-instructor questions, Discussions tool provides a means for communication and connection in an environment that's both easy to navigate and full of options. The Discussion tool also supports numerous rating schemes and both numeric and rubric assessment types.

Video Messages

Video Note can be used to create short videos with a webcam. Personalize communication with learners when meetings can't happen face-to-face.

Wiggio

A student centric tool that makes group collaboration and communication easier through one centralized hub. Support group work with project management tools including shared calendars, polls, virtual meetings, to-do lists, and the ability to upload and edit files.

Personalized Learning Paths

Create a more guided, supported and personal learning experience with Release Conditions and Intelligent Agents.

Learning Outcomes

Tools to develop learning outcomes and align content and assessments to achievement of these objectives.

Analytics Essentials

Access a powerful, integrated suite of tools that measure, assess, report and analyze information critical to learner success. Rich data visualizations and interactive reporting capabilities enable instructors to make key insights.

Content Management

Import/Export/Copy Components tool provides instructors with the ability to easily transfer content from one course to another. Instructors can also re-use and share quizzes and questions. Content, Course Builder, and the Manage Files tools enable the organization and management of content.

Time Saving Tools

D2L offers a suite of tools designed to save time and keep instructors focused on teaching. Easily move courses from one semester to the next with Manage Dates and Copy Components tools, inline grading of student work, pervasive drag-and-drop functionality, and much more.

Mobile

Responsive web pages adapt to the size of any screen and HTML 5-based displays render even the most dynamic webpages. Use any device without any loss of critical functionality. Additionally, Learning Environment includes publically available APIs which allow development of mobile applications.

Extensibility

D2L APIs conform to industry standards such as IMS LTI 1.1.1 (Learning Tools Interoperability), SRU 1.2 (Search/Retrieval via URL) and more. In addition to standards based APIs we offer specialized APIs based on state-of-the-art technology approaches such as REST-based Web Services and JSON (JavaScript Object Notation) that extend the areas the API enables. Beyond the technology, the D2L extensibility framework includes open documentation, tools and a supporting Developer community to simplify the process.

Accessibility

D2L is dedicated to making its products accessible to all users with or without disabilities. Inclusive design is a top priority and accessibility is tightly integrated with research and development efforts. D2L is the only LMS vendor to achieve Gold level certification by the National Federation for the Blind on multiple occasions. D2L is compliant with WCAG 2 level AA guidelines and section 508.

FERPA Compliance

D2L holds and processes client data in accordance with FERPA. Clients have taken different approaches to achieve FERPA compliance, so we attempt to make the system as flexible as possible. It is ultimately up to the system administrator and instructors to configure the system to best reflect their privacy (and regulatory) requirements.

Continuous Delivery

Continuous Delivery which is a method of delivering updated technology to D2L clients that enables rapid, incremental delivery of high quality, valuable new functionality to users. This frictionless model makes it possible to increase collaboration with our clients and adapt software in line with user feedback and needs for incremental and easily integrated changes.

D2L Cloud

The Learning Environment is a secure and reliable online learning solution. D2L offers a turnkey solution that is scalable to support client growth. D2L is committed to providing the highest quality of service to our clients. To demonstrate our confidence and commitment, we provide a Service Level Agreement (SLA) with a 99.9% service uptime.

Security

Security at D2L is very important, and our dedicated security staff rigorously performs regular security reviews on both our software and infrastructure to ensure the integrity of our clients' data. D2L's security practices are aligned to support compliance with applicable, security-related legislation. Our dedicated security staff works closely with clients to identify, assess, and respond to any issues that might arise.

II. Desire2Learn Capture

Desire2Learn Capture is a lecture capture and webcasting solution that enables you to capture rich-media presentations – with audio, video and visual aids – and broadcast them to online audiences, live and on demand, to support a blended learning program. Presentations can be embedded into our Learning Environment, public websites, or other content management systems.

The Net+ D2L Capture service will offer flexible software, hardware, and web-based recording options to stream rich media content (e.g. video and desktop) live or on-demand. Capture can be used as a standalone resource, fully integrated with the Desire2Learn Learning Environment, or integrated with other learning management systems.

The Capture portal provides a library of recorded events with powerful search capabilities, post production tools (including editing and closed captioning), and automatically transforms content to render on iOS, BlackBerry and Android tablets and smartphones.

Capture is great way to quickly build richer, more engaging content vs. flat text and to help bridge the gap between face-to-face and web-based training. Capture empowers presenters to reach more learners and improve engagement by delivering a front row experience to the online learner.

Features

Desire2Learn Learning Environment Integration

Capture Central, a navigation bar link will allow instructors to schedule manage, edit, and play Capture sessions directly within Desire2Learn Learning Environment.

Manage Many Media Repositories

Built-in virtualization provides the ability to create media portals with isolated calendars, separate branding, different access control policies and multiple Media Repositories for various departments within the organization.

Instant Publishing

Hassle-free publishing through the Background Service.

Pre and Post-Roll Videos

Add pre and post-roll videos to on-demand presentations.

Closed Captioning

Capture includes a built-in captioning editor, ability to upload a caption file to a Capture session, and the option of having automatic submissions of Capture sessions to the CaptionSync service.

Search, Browse, and Filter

Media content is automatically analyzed using OCR so the search is available in various forms. The search allows locating a specific segment in the presentation where the keyword was found. The Media Repository allows browsing the folders, grouping using tags and subscribing to the media via RSS/iTunes®.

Attachments

Documents and links can be attached to on-demand presentations and live events.

Document Conversion

PPT, PPTX, DOC, DOCX, and PDF can be converted for use in Capture, Producer, and Web Capture.

HTML5 and Adobe® Flash®

Desire2Learn Capture supports streaming over HTML5 or Adobe® Flash® for on-demand presentations. Desire2Learn Capture supports streaming over Adobe® Flash® for live presentations.

Mobile Device Support

On-demand presentations can be viewed on iPhone® and iPad®, Android™ phones and tablets as well as BlackBerry® smartphones and Playbook. Both HTML5 and subscription models are supported.

Hidden Events

Hidden events will not be visible in the user-facing portions of the Portal, and their URLs will be obfuscated.

Full LMS Integration or Standalone

Unlike various third-party lecture capture systems Desire2Learn Capture provides the secure way to integrate multimedia to the course content through the ISF plugin. Desire2Learn Capture Portal can also be used as a standalone application without Desire2Learn Learning Environment

High Scalability

Desire2Learn Capture supports events with 400+ participants.

Utilization Reporting

Improved reporting on bandwidth usage and storage suitable for billing.

Status Reporting

Detailed Capture Station status is available to administrators, including information about network connectivity, audio device activity, and VGA2USB connectivity. Error reports can optionally be emailed to a configurable list of users.

Searching

Administrators can search for users archives, and events.

Access Levels for External Users

Access levels can be specified for LDAP users or users managed in other external authentication systems.

Automatic Login Requirements Transfer

Live event passwords and login requirements will transfer automatically from live events to on-demand presentations.

Improved Selective Access Based on Groups, Roles, and Permissions

Access levels to Capture folders and presentations can be specified based on a group, roles, and individual users.

EXHIBIT B

Service Provider Software

None

EXHIBIT C

Service Level Commitment Learning Environment and Desire2Learn Capture Applications

L1 Definitions

- L1.01 Application Response Time means the length of time between first byte received at Service Provider demarcation point to the last byte exiting Service Provider's demarcation point for a given transaction.
- L1.02 Available means the material components of Services are available for Enterprise Customer's use.
- L1.03 Credit Amount means the thirty-five (35%) percent of the Annual Subscription Fees Per FTE applicable for that Measurement Period.
- L1.04 Downtime means those times in which material components of Services are not Available but shall not include Emergency Unavailability and Scheduled Unavailability.
- L1.05 Emergency Unavailability means any emergency maintenance to protect the security, performance, availability, or stability of Services due to force majeure (excusable delay in accordance with Force Majeure section in the Agreement), Disruption, or other event that is outside Service Provider's commercially reasonable efforts to mitigate unavailability through industry standard processes and network design or those unavailable events arising from Enterprise Customer error or negligence.
- L1.06 Measurement Period means each calendar month commencing from the Effective Date. For purposes of clarification each calendar month shall constitute a distinct Measurement Period.
- L1.07 Scheduled Unavailability means the times in which the material components of Services are not Available: 1) in accordance with posted maintenance schedules which may, in the sole discretion of Service Provider, be changed from time-to-time on 30 days' notice, or; 2) as a result of an agreement between Enterprise Customer and Service Provider, for example, to accomplish an Upgrade. For clarity, Scheduled Unavailability shall be scheduled over a weekend on a Sunday from 0100 am to 0700 am EST and no more than seven hours per month.

L2 Service Objectives

- L2.01 Availability. Throughout each Measurement Period the material components of Service shall be Available at least 99.9% of the time.
- L2.02 Downtime and Emergency Unavailability. Service Provider shall undertake commercially reasonable efforts to rectify and minimize the impact of any Downtime or Emergency Unavailability. Notwithstanding L1.04, if Emergency Unavailability lasts longer than 6 hours cumulative per Measurement Period, any additional time the material components of Service are not Available as a result of Emergency Unavailability shall be considered Downtime and may be eligible for credit in accordance with section L2.05.
- L2.03 Notice of Emergency Unavailability. If possible, Service Provider shall make commercially reasonable efforts to provide Enterprise Customer at least ninety (90) minutes notice prior to making the material components of Service unavailable for Enterprise Customer use during Emergency Unavailability. For clarity, Emergency Unavailability shall not waive Service Provider's responsibility to adhere to relevant internal practices to mitigate Downtime events.
- L2.04 Reporting, Investigation & Classification. Enterprise Customer shall report incidents to Service Provider Support that it considers Downtime immediately, but in no event later than 72 hours from when Enterprise Customer became aware of, or reasonably should have become aware of, the occurrence; failure to do so shall disentitle Enterprise Customer to any credit for that incident under this Schedule and will not be a breach by the Enterprise Customer. In reporting, Enterprise Customer shall provide Service Provider sufficient information to investigate and classify the incident, including: date, duration, and description of occurrence. Service Provider shall investigate and reasonably classify any reported outage/occurrence as Scheduled Unavailability, Emergency Unavailability, or Downtime. In making its classification, Service Provider shall rely solely upon its own statistics software and monitoring equipment.
- L2.05 Learning Environment will respond to a valid user entry in less than seven (7) seconds average Application Response Times during 1 minute sampling of transactions from the Enterprise Customer's site during a peak load period 95% of the time. As a general guideline, Service Provider shall strive to ensure that the Learning Environment responds to a valid user entry in less than four (4) seconds average Application Response Times.
- L2.06 Downtime Credit. If after investigation and classification, Service Provider determines that Downtime during the Measurement Period was such that Availability fell below the level stated in this Schedule, Enterprise Customer shall be entitled to a credit during the relevant Measurement Period, calculated on the following basis:

Availability	Credit
$99.9\% \leq x^1$	N/A
$99.5\% \leq x < 99.9\%$	1% of Credit Amount
$99\% \leq x < 99.5\%$	2.5% of Credit Amount
$98\% \leq x < 99\%$	5% of Credit Amount
$96\% \leq x < 98\%$	10% of Credit Amount
$91\% < x < 95\%$	20% of Credit Amount
$< 90\%$	30% of Credit Amount

L2.07 Remedy. Any credit so determined may only be applied against subsequent Fees otherwise payable under the Enterprise Customer Agreement for the immediately succeeding Contract Year. If Availability of the Applications is less than 90% in two (2) or more Measurement Periods during a year of the Enterprise Customer Term, Enterprise Customer may terminate the Agreement with ninety (90) days written notice after the occurrence of the second event. Termination under this provision shall disentitle Enterprise Customer to any Downtime credit and Enterprise Customer will only receive from Service Provider the pro rata portion of any prepaid Fees. The remedies in this section shall be Enterprise Customer's sole remedy if that Availability falls below the level stated in this schedule.

¹ x = Availability

EXHIBIT D

Support Services

Support Services shall be as specified below. These terms are subject to change in the reasonable discretion of Service Provider after informing Internet2 or Enterprise Customer.

S1 Definitions:

- S1.01 Emergency means an incident that is time critical, materially impairs the use of Software and is essential to the operation of Client's business.
 S1.02 General Support means access to the client web site, general notifications, advisories, newsletters and similar services.
 S1.03 Incident means a query regarding, or user-identified concern about Service.
 S1.04 Severity Levels means as set out in the table below

Severity Levels	Scope
Severity 1 – Emergency Service Provider Service is down or Enterprise Customer is unable to restart critical Service problem with a very high impact on day-to-day use	<ul style="list-style-type: none"> Service is not accessible to any Users Critical tools needed for normal operation are unusable Critical data is not accessible Data is being lost due to a problem with the Service The security of the Service is being compromised
Severity 2 – High Use of the Software is significantly impaired, making it very difficult to use in the manner intended	<ul style="list-style-type: none"> Service is up and running yet Users are unable to access entire components Presence of the problem prevents a particular tool or function from working and there are no alternatives to achieve the desired end result A problem that is causing significant impact to portions of the Service. For example, a high number of Users in a class having difficulty posting information in a discussion area, or Users cannot access a specific course Custom tools that are not working after an upgrade
Severity 3 – Moderate All major functionalities of the Software are working and the installation is up and running, but there are several small incidents within some functionalities that make the Software difficult to use, minimal impact on the Software as a whole	<ul style="list-style-type: none"> Problem is not serious by nature No data loss Overall Service has not failed Unexpected results within routine tool or function An incident limited to a small number of Users Incidents specific to an User not significantly affecting use of the Service
Severity 4 – Low (default) Authorized Support Contact needs instructions, minor issues with little to no impact on the Software as a whole. Informational requests about the Software, feature requests and general inquiries are considered low in severity <i>Note: All tickets default to "Low Severity" initially</i>	<ul style="list-style-type: none"> No effect on Service Minor questions on usability, informational requests about the Service, or feature requests Isolated unexpected behavior that cannot be reproduced and has little to no impact on the Service or the Users

- S1.05 SLO means Support Level Objectives, as set out below for Silver Support Services, Gold Support Services, and Platinum Support Services.
 S1.06 Support means Service assistance, help desk and remote support, Upgrades, fixes, and other services set out in this Support Services exhibit.

Bronze Level Support Services

S2 Authorized Support Contact Name(s) (ASC):

S2.01 Enterprise Customer shall provide the name of its Authorized Support Contact to Service Provider. The Authorized Support contact will have privileges to log and monitor support. Authorized Support Contact may access Service Provider's client web site (www.Desire2Learn.com) for information about how to obtain Documentation and available Upgrades. The Authorized Support Contact may contact Service Provider Support up to the number of Incidents specified in Exhibit E (Fees and Pricing for the Services). Enterprise Customer may provide details of a back-up Authorized Support Contact to Service Provider. Such back up Authorized Support Contact shall substitute for the primary Authorized Support Contact in the event the primary Authorized Support Contact is reasonably unavailable to represent the Enterprise Customer.

S3 Support:

S3.01 Service Provider provides Support 8:00 a.m. to 8:00 p.m., Monday to Friday, in Enterprise Customer's time zone to Enterprise Customer.

S3.02 Support is available to record incidents, explain the functions and features of Service and clarify the contents of Documentation. Incidents may be submitted through Service Provider's web-based portal, or using a predefined Service Provider Support email address, or by calling the Service Provider's helpdesk.

S3.03 **Service Levels:** Target Service Level Response Times for the Bronze Level Support Services are as set out in the table below. These service level responses are intended to be a general guideline of expectations for providing service to the Enterprise Customers.

Severity Level	Call Center SLOs		Communication Frequency SLG	Initial Response	Target Resolution
	Average Answer Speed	Target Service Factor			
Severity 1	N/A	N/A	N/A	4 hours	N/A
Severity 2	N/A	N/A	N/A	24 hours	N/A
Severity 3	N/A	N/A	N/A	48 hours	N/A
Severity 4	N/A	N/A	N/A	45 hours	N/A

S4 Access:

S4.01 To allow Service Provider to assess incidents in the Service, Enterprise Customer shall use reasonable efforts to permit Service Provider access to Enterprise Customer's Service Instances and systems, and Enterprise Customer Data.

S5 Additional Authorized Support Contact(s); Number of Contacts:

S5.01 Additional Authorized Support Contact(s), beyond the one(s) currently included herein, are available at additional cost set forth in the Exhibit E (Fees and Pricing for the Services). Additional monthly contacts, beyond the number currently included in the Exhibit E (Fees and Pricing for the Services), are available at the cost set forth in the Exhibit E (Fees and Pricing for the Services).

S6 Escalation:

S6.01 If Service Provider is unable to resolve a request in a reasonable length of time, or if the priority or severity of the request changes due to external factors, the request will be escalated. Service Provider support may request additional information to assist in the understanding of the problem. Escalation may require further research by the Help Desk, consultation of other Service Provider support staff members, and/or consultation with the Service Provider development team.

S6.02 If Authorized Support Contact(s) reasonably believe(s) the request has been mis-categorized or the severity has changed due to changing factors at the Enterprise Customer's site or elapsed time, the Authorized Support Contact(s) may contact Help Desk to request the Severity be reconsidered.

S7 Other services:

S7.01 Enterprise Customer may not use Support for services other than Support. Services not identified in this Support Services exhibit, including training, implementation, modifications, configuration and communications, will be charged at the Service Provider's then-current rates and policies, except for out-of-pocket and per diem expenses. Notwithstanding the previous sentence, implementation support and services included in the Services will not be charged at the Service Provider's then-current rates and policies.

S8 Language of Support:

S8.01 All Support will be provided in the English language. If Support is provided in another language without written agreement then there is no guarantee of follow-up or to provide further Support in a language other than English

S9 Termination:

S9.01 Support is terminated when the Enterprise Customer Term expires or terminates

S10 Reinstatement:

S10.01 If Enterprise Customer is in default for payment of undisputed amounts under this Agreement or the Customer Agreement, Service Provider may, at its option, (a) charge a reinstatement fee of ten thousand (\$10,000) US dollars to reinstate Support in addition to all the pending unpaid amounts due and charge for future Support according to Service Provider's then-current support policies; or (b) decline to provide Support to such Enterprise Customer.

Silver Level Support Services

S11 Silver Level Support Services include the Bronze Level Support Services with the modifications specified in this section.

S11.01 **Authorized Support Contact Name(s) (ASC):** In addition to section S2 above, named Authorized Support Contact(s) will have access to support available to Users.

S11.02 **Support:**

S11.02.1 For the Silver Level Support Services, the section S3.01 above is replaced with "Service Provider provides Support 24/7, 365 days per year to the Enterprise Customer."

S11.02.2 Fees related to these optional paid Silver Level Support Services are as identified in Exhibit E or if none identified, then as provided by the Service Provider upon request from Enterprise Customer.

S11.03 **Service Levels:** Target Service Level Response Times for the Silver Level Support Services are as set out in the table below. These service level responses are intended to be a general guideline of expectations for providing service to the Enterprise Customers.

Severity Level	Call Center SLOs		Communication Frequency SLO	Initial Response	Target Resolution
	Average Answer Speed	Target Service Factor			
Severity 1	60 seconds	90% in 30 seconds	N/A	60 minutes	24 hours
Severity 2	60 seconds	90% in 30 seconds	N/A	24 hours	3 business days
Severity 3	60 seconds	90% in 30 seconds	N/A	48 hours	7 business days
Severity 4	60 seconds	90% in 30 seconds	N/A	48 hours	7 business days

S11.04 **Other Services:** Service Provider and Enterprise Customer shall meet quarterly to review SLOs, Incidents submitted and other metrics.

Gold Level Support Services

S12 Gold Level Support Services include the Silver Level Support Services with the modifications specified this section.

S12.01 **Reporting:** Service Provider will report to Enterprise Customer on a periodic basis listing:

S12.01.1 Number of Support Incidents (not including general Support);

S12.01.2 Type of problem reported;

S12.01.3 Resolution times;

S12.01.4 If applicable, information about contact limits.

S12.01.5 Enterprise Customer may obtain quarterly Incident and SLO reports from Service Provider.

S12.02 **Service Levels:** Target Service Level Response Times for Gold Level Support Services are as set out in the table below. These service level responses are intended to be a general guideline of expectations for providing service to the Enterprise Customers.

Severity Level	Call Center SLOs		Communication Frequency SLO	Initial Response	Target Resolution
	Average Answer Speed	Target Service Factor			
Severity 1	30 seconds	80% in 20 seconds	Every 4 Hours	30 minutes	24 hours
Severity 2	30 seconds	80% in 20 seconds	Every 8 Hours	4 hours	48 hours
Severity 3	30 seconds	80% in 20 seconds	Daily	12 hours	72 hours
Severity 4	30 seconds	80% in 20 seconds	Daily	24 hours	5 business days

Platinum Level Support Services

S13 Platinum Level Support Services include the Gold Level Support Service with the modifications specified in this section.

S13.01 **Reporting:** For the Platinum Level Support Services, section 12.01.5 is replaced with the following, "Enterprise Customer may obtain monthly Incident and SLO reports from Service Provider."

S13.02 **Service Levels:** Target Service Level Response Times for Platinum Level Support Services are as set out in the table below. These service level responses are intended to be a general guideline of expectations for providing service to the Enterprise Customers.

Severity Level	Call Center SLOs		Communication Frequency SLO	Initial Response	Target Resolution
	Average Answer Speed	Target Service Factor			
Severity 1	20 seconds	90% in 20 seconds	Every 2 Hours	15 minutes	12 hours
Severity 2	20 seconds	90% in 20 seconds	Every 4 Hours	1 hours	24 hours
Severity 3	20 seconds	90% in 20 seconds	Daily	2 hours	72 hours
Severity 4	20 seconds	90% in 20 seconds	Daily	12 hours	5 business days

EXHIBIT E

Fees and Pricing for Services

1. Rates and Invoicing for Services

(a) The various Services available to Enterprise Customers and the Fees to be paid by Internet2 to Service Provider in connection with the provision of Services to Enterprise Customers are set forth in Section 2 of this Exhibit E, as the same may be modified during the Term by Service Provider providing Internet2 at least ninety (90) days prior written notice thereof in accordance with the remainder of this Section 1(a). Notwithstanding the foregoing, (i) Service Provider may not increase the rates set forth in Section 2 of this Exhibit E for any Service prior to the first anniversary of the Effective Date, and thereafter Service Provider may only increase the rates for any Service once per year (e.g., the second rate increase may not occur any earlier than the second anniversary of the Effective Date); (ii) any rate increase for any Service (which, as stated above, shall be no more often than once per year) shall not exceed five percent (5%); and (iii) there shall be no rate increases for the Services in connection with any Enterprise Customer during the initial Contract Year of its Enterprise Customer Term (and thereafter any such rate increase in connection with the Services provided to an Enterprise Customer shall be at most five percent (5%) per Contract Year). Subject to the foregoing restriction on rate increases, on at least a semi-annual basis for the initial two (2) years of the Term and an annual basis for the remaining years of the Term, Service Provider and Internet2 shall review aggregate Services usage levels and discuss, in good faith and taking into account Service Provider's actual costs, the volume of usage of the Services and the expected future volume of usage of the Services, whether there should be a change, either in the form of a decrease or an increase, in rates charged in connection with this Agreement.

(b) Notwithstanding anything in this Agreement to the contrary, as to each Service, (i) Service Provider represents and warrants to Internet2 and each Enterprise Customer that the Fees set forth on this Exhibit E are at least ten percent (10%) below Service Provider's then-current list price for such Service; and (ii) in the event Service Provider advertises or otherwise causes a general decrease in its list price for any such Service (the "Decrease"), the Fees shall automatically be decreased for such Service so that they are still at least ten percent (10%) below Service Provider's then-current list price for such Service, which reduction on Fees shall be effective no later than sixty (60) days after the Decrease.

(c) With respect to each Enterprise Customer, on an annual basis, Service Provider will generate and deliver to Internet2 an invoice expressly indicating the Total Amount that is due from that Enterprise Customer. Each such invoice from Service Provider shall contain a line item specifying the types of taxes and the amounts thereof, if any, due from that Enterprise Customer. With respect to each Enterprise Customer, Internet2 shall pay to Service Provider the invoiced Total Amount due for the Services provided to the Enterprise Customer within forty-five (45) days of the date of Internet2's receipt from the (i) Internet2 Enterprise Customer, or (ii) the Internet2 NET+ Partner on behalf of the Internet2 NET+ Partner Enterprise Customer, of the applicable Total Amount then due; provided, however, that no such sums in respect of the Enterprise Customer shall be due from Internet2 to Service Provider unless such Enterprise Customer, or the Internet2 NET+ Partner on behalf of the Internet2 NET+ Partner Enterprise Customer, has paid Internet2 the corresponding monies due Internet2 under the applicable Customer Agreement or Internet2 NET+ Partner Agreement (and, for the avoidance of doubt, Internet2 is not obligated to pay Service Provider such amounts regardless of whether the Enterprise Customer's or Internet2 NET+ Partner's withholding of payment was permitted under the applicable Customer Agreement or the applicable Internet2 NET+ Partner Agreement, e.g., the amount withheld is in dispute, or constitutes a breach by the Enterprise Customer of the Customer Agreement, or a breach by the Internet2 NET+ Partner of the Internet2 NET+ Partner Agreement). For avoidance of doubt, the preceding example doesn't create any additional right of an Enterprise Customer or Internet2 Net+ Partner under the applicable agreement to withhold payments. Other than the Fees, no other charges, fees, or other amounts of any kind shall be due to Service Provider from Internet2, and Service Provider shall have no right to charge Enterprise Customers or Internet2 NET+ Partners or any other Persons any charges, fees, or other amounts for or

related to the Services. In addition, if requested by an Enterprise Customer, for the initial Contract Year for such Enterprise Customer, Service Provider shall provide an invoice to Internet2 in connection with the Services to such Enterprise Customer representing the pro rata amount due through June 30 for that portion of the initial Contract Year, and thereafter invoices in connection with such Enterprise Customer shall be for annual periods from July 1 through June 30, as applicable, except that there shall be an invoice representing the pro rata amount due for the last partial year of the Enterprise Customer Term commencing on July 1 of the final year of that Enterprise Customer Term. With respect to any annual fees for the initial Contract Year, any initial set-up fees for the Services or any fees for any trial period, Service Provider will generate and deliver to Internet2, within forty-five (45) days of Service Provider's receipt of a Form of Notification of Internet2 Enterprise Customer or a Form of Notification of Internet2 NET+ Partner Enterprise Customer, an invoice expressly indicating the Total Amount that is due from that Enterprise Customer. For the avoidance of doubt, and without limitation of any of the Parties' obligations or Section 9.20 of this Agreement, the payment obligations of Internet2 set forth in this Section 1(c) of Exhibit E shall survive the termination of an Enterprise Customer Term and/or the termination of this Agreement, as applicable, with respect to any sums received by Internet2 from or on behalf of an Enterprise Customer for amounts due from that Enterprise Customer with respect to periods occurring prior to the termination of the Enterprise Customer Term or this Agreement, as applicable.

2. Service Provider Pricing for Enterprise Customers

FTE means a count of the highest reported full-time student equivalents over the course of a year. The FTE is typically based upon the FTE reported to the Integrated Post-secondary Data System (IPEDS).

At any time Enterprise Customer may increase its number of FTE upon paying the appropriate pro-rated subscription FTE and, if applicable, Support fee for such FTE increase based on the applicable Tier as identified in the pricing table per additional User. Fees for subsequent years of the Enterprise Customer Term shall be billed based on the applicable Tier for all FTE.

Enterprise Customers are responsible for all additional storage charges incurred through their and their Users' use of Services. Overage rates are set out in this Exhibit E. Fees for such additional storage may be subject to change at any time, at Service Provider's sole discretion, upon 30 days' prior written notice to Internet2 or Enterprise Customer provide that such Fees shall not be increased annually by more than 1.5 times that of the immediately preceding year's additional storage Fees.

Pricing

See attached.

Desire2Learn Internet2 Offering

Offer 1 - Silver Support Option

Tier	1	2	3	4	5	6	7
FTE Count*	up to 3999	4000-7999	8000-13999	14000-19999	20000-34999	35000-49000	50000+
Annual Subscription Fees Per FTE **	\$17.55	\$15.30	\$14.00	\$12.00	\$10.75	\$9.75	\$9.00
Silver Support Fee per FTE***	\$2.11	\$1.84	\$1.68	\$1.44	\$1.29	\$1.17	\$1.08
Implementation****	\$10,000	\$12,000	\$15,000	\$15,000	\$15,000	\$20,000	\$20,000
Cloud services with 99.9% uptime	Included	Included	Included	Included	Included	Included	Included
Annual Maintenance	Included	Included	Included	Included	Included	Included	Included
Student and Teacher Mobile Applications with offline access†	Included	Included	Included	Included	Included	Included	Included
Personal eReader platform, mobile app, and Book Shop†	Included	Included	Included	Included	Included	Included	Included
Learning outcomes	Included	Included	Included	Included	Included	Included	Included
Group Collaboration, Virtual Meeting and Conference Calling†	Included	Included	Included	Included	Included	Included	Included
MyDesire2Learn - Lifelong ePortfolio†	Included	Included	Included	Included	Included	Included	Included
Custom learning paths	Included	Included	Included	Included	Included	Included	Included
Analytics Essentials	Included	Included	Included	Included	Included	Included	Included
Course, content and file management tools for content management	Included	Included	Included	Included	Included	Included	Included
Data Storage*****	600 MB/FTE	600 MB/FTE	600 MB/FTE	600 MB/FTE	600 MB/FTE	600 MB/FTE	600 MB/FTE
Data Backup/Archive/Retrieval	Included	Included	Included	Included	Included	Included	Included
WCAG 2 level AA and section 508 compliant plus Gold Level NFB-NVA Certification (accessibility)	Included	Included	Included	Included	Included	Included	Included
1 D2L User Conference Ticket	Included	Included	Included	Included	Included	Included	Included

Fees include annual maintenance for an Authentication Integration and Test Environment

* minimum commitment of 500 FTE

** annual subscription fees subject to a 5% annual increase

*** Gold and Platinum Support available for an additional fee (See Table Below)

**** Implementation includes:

- Open APIs (Web Services)
- SIS Integration (APIs)
- Test Environment
- Authentication Integration (SSO, LDAP, CAS, Shibb etc) Choose 1
- Customized branding, setup, and URL
- Course Migration

***** Data storage is calculated as the aggregate of all FTE storage. For example, for an institution that has paid for 1000 FTE the total aggregate storage is 600GB. Overage charges shall apply if Enterprise Customer uses more storage than allotted in the aggregate. Overage is \$8 per GB

† These mobile applications are freely available directly to users with acceptance of an applicable End User License Agreement

Such mobile applications can be enabled to use with the Integrated Learning Platform at the Enterprise Customer's option

Offer 2 - Bronze Support Option

Tier	1	2	3	4	5	6	7
FTE Count*	up to 3999	4000-7999	8000-13999	14000-19999	20000-34999	35000-49000	50000+
Annual Subscription Fees Per FTE **	\$17.55	\$15.30	\$14.00	\$12.00	\$10.75	\$9.75	\$9.00
Bronze Support Fee per FTE***	Included	Included	Included	Included	Included	Included	Included
Implementation****	\$10,000	\$12,000	\$15,000	\$15,000	\$15,000	\$20,000	\$20,000
Cloud services with 99.9% uptime	Included	Included	Included	Included	Included	Included	Included
Annual Maintenance	Included	Included	Included	Included	Included	Included	Included
Student and Teacher Mobile Applications with offline access†	Included	Included	Included	Included	Included	Included	Included
Personal eReader platform, mobile app, and Book Shop†	Included	Included	Included	Included	Included	Included	Included
Learning outcomes	Included	Included	Included	Included	Included	Included	Included
Group Collaboration, Virtual Meeting and Conference Calling†	Included	Included	Included	Included	Included	Included	Included
MyDesire2Learn - Lifelong ePortfolio†	Included	Included	Included	Included	Included	Included	Included
Custom learning paths	Included	Included	Included	Included	Included	Included	Included
Analytics Essentials	Included	Included	Included	Included	Included	Included	Included
Course, content and file management tools for content management	Included	Included	Included	Included	Included	Included	Included
Data Storage*****	600 MB/FTE	600 MB/FTE	600 MB/FTE	600 MB/FTE	600 MB/FTE	600 MB/FTE	600 MB/FTE
Data Backup/Archive/Retrieval	Included	Included	Included	Included	Included	Included	Included
WCAG 2 level AA and section 508 compliant plus Gold Level NFB-NVA Certification (accessibility)	Included	Included	Included	Included	Included	Included	Included
1 D2L User Conference Ticket	Included	Included	Included	Included	Included	Included	Included

Fees include annual maintenance for an Authentication Integration and Test Environment

* minimum commitment of 500 FTE

** annual subscription fees subject to a 5% annual increase

*** Silver, Gold and Platinum Support available for an additional fee (See Table Below)

**** Implementation includes:

- Open APIs (Web Services)
- SIS Integration (APIs)
- Test Environment
- Authentication Integration (SSO, LDAP, CAS, Shibb etc) Choose 1
- Customized branding, setup, and URL
- Course Migration

***** Data storage is calculated as the aggregate of all FTE storage. For example, for an institution that has paid for 1000 FTE the total aggregate storage is 600GB. Overage charges shall apply if Enterprise Customer uses more storage than allotted in the aggregate. Overage is \$8 per GB

† These mobile applications are freely available directly to users with acceptance of an applicable End User License Agreement

Such mobile applications can be enabled to use with the Integrated Learning Platform at the Enterprise Customer's option

Support Model	Bronze	Silver	Gold	Platinum
Availability	Cloud Clients	Cloud Clients	Cloud Clients	Cloud Clients
Percent of Annual Subscription Fees	Included in Offer 2	12%	15%	25%
Approved Support Contacts (ASC)	1	2	3	5
Incidents included	5/month	Unlimited	Unlimited	Unlimited
Group ASC	N/A	N/A	Included	Included
Telephone Incident Reporting (toll free*)	8am to 8pm	24x7x365	24x7x365	24x7x365 - Dedicated #
Technical Account Services	Included	Included	Included	N/A
Technical Account Management (Shared 1:10)	N/A	Optional	Optional	Included
Support Review Meetings	N/A	N/A	Semi Annual	Quarterly
Product Road Map Reviews	N/A	N/A	N/A	Semi Annual
Incident Reports	N/A	N/A	Included	Included
SLO Reports	N/A	N/A	Included	Included
Cloud Performance Dashboard	N/A	N/A	Included	Included
Root Cause Analysis Reporting	N/A	N/A	N/A	Included

Offer 3

Enterprise Capture Pricing	1	2	3	4	5	6	7
FTE Count*	up to 3999	4000-7999	8000-13999	14000-19999	20000-34999	35000-49000	50000+
Capture Enterprise License Fees*	\$ 8.00	\$ 5.00	\$ 4.25	\$ 3.75	\$ 3.25	\$ 2.75	\$ 2.00
Capture CS500	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
Capture CS500 Station 3 year warranty	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00

* storage amount limited to 120MB per student

Stand Alone Capture Pricing			
# Capture Licenses	GB/Year of Storage	Estimated Hours/Year of Storage (Default Camera and screen image mode - Settings)	Annual Fee
1	120	614	\$ 2,200
5	600	3072	\$ 11,000
10	1200	6144	\$ 22,000
25	3000	15360	\$ 54,900
50	6000	30720	\$ 109,200

Early Adopter Offer

Internet2 members that purchase offer 1 or 2 within 2014 will have receive an upgrade of our "White Glove" Implementation Services within their fees
Internet2 members that purchase offer 3 within 2014 will receive a free 3 year extended warranty with the purchase of a Capture Station

EXHIBIT F

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EXHIBIT G

Service Provider Online Information Security Policy

Policy Number	SEC-001.3
Status	Published
Issue Date	January 10, 2014
Executive Owner	Chief Financial Officer
Purpose	To establish the overall approach to information and physical security management for Desire2Learn Incorporated, its subsidiaries and affiliates (collectively "Desire2Learn").
Scope	Applies to all Desire2Learn employees (including, full-time, part-time, temporary, and co-op employees), contractors, consultants, and advisors (collectively, "Desire2Learn Personnel") worldwide, whenever and wherever Desire2Learn-related business is conducted.
Objectives	<p>This Policy establishes Desire2Learn objectives in relation to the management of information and physical security. More specifically, these objectives are as follows:</p> <ul style="list-style-type: none"> • Information Assets and Physical Assets are protected from unauthorized access, use, disclosure or modification, or from destruction that is either accidental or intentional; • Information, systems, and services are available to authorized users when required; • Regulatory and legislative requirements are met; and • Mechanisms are in place to protect Desire2Learn Personnel and visitors from physical threats.
Definitions	<p>"Information Assets" means Desire2Learn data (including Desire2Learn Personnel and customer data) that is stored on computers or media, transmitted across voice or data networks, printed out or written on paper, and information spoken in conversation.</p> <p>"Physical Assets" refer to Desire2Learn buildings, infrastructure, equipment, and any other tangible assets.</p>
Implementation	<p>An Information Security Management System ("ISMS") is maintained by Desire2Learn in support of its information and physical security management objectives. Formalized elements of the ISMS include:</p> <ul style="list-style-type: none"> • A business risk-based approach to managing the application of security controls; • Policies, Standards, Guidelines, Processes, and Procedures for the protection of <ul style="list-style-type: none"> • Information Assets and Physical Assets and the assurance of availability of information, systems, and services; and • Desire2Learn Personnel and visitors from physical threats; • Assessment of compliance with the ISMS; • Timely addressing of compliance issues; • Reporting and investigation of actual or suspected breaches of security and implementation of the

	<p>resulting control change recommendations; and</p> <ul style="list-style-type: none"> • Periodic engagement with Desire2Learn Personnel to increase their level of security awareness.
Accountability	<p>Specific accountabilities with respect to this Policy and the ISMS are:</p> <ul style="list-style-type: none"> • Management - Implementation and support of this Policy and the ISMS; • All Desire2Learn Personnel - Adherence to this Policy and the ISMS, and reporting of any security violations to management; and • Security and Privacy Governance Team – Issuance of, and periodic review and approval of all changes to this Policy and the ISMS.
Contact	<p>Contact Information Security (InfoSec in Address Book) with any questions or concerns or visit the Information Security MyD2L site for policies and practices to safeguard Desire2Learn information.</p>

EXHIBIT H

Trademark Guidelines

Internet2 Marks:

Internet2:



Internet2 NET+:



Cloud Proud:



Internet2 Trademark Guidelines:

The Internet2 Trademark Guidelines are available at: <http://www.internet2.edu/news/LogoUsage.html>

Service Provider Marks:

Binder™

Campus Life™

CaptureCast™

Degree Compass™

Desire2Learn®

D2L®

Eduentiv™

Insert Stuff™

Insert Stuff Framework™

Liveroom®

myDesire2Learn™

Wiggies®



Video Note™

Course Builder™

Design Wizard™

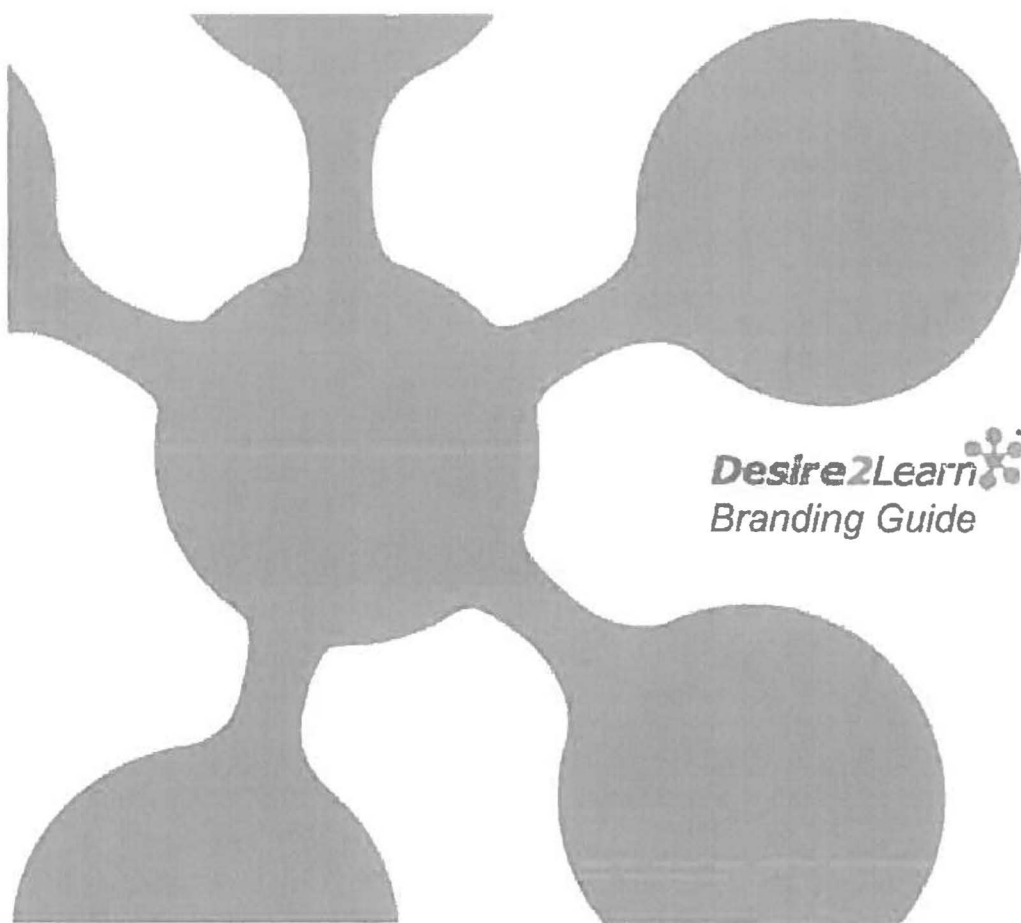
Insights™

Analytics Essentials™

Student Success System™

Learning Outcomes Assessment™

Service Provider Guidelines:



Desire2Learn 
Branding Guide

Contents

Desire2Learn Brand

- 1.1 Introduction to Brand Guidelines
- 1.2 What is a Brand?
- 1.3 The Desire2Learn Logo Family
- 1.4 Approved Formats
- 1.5 Unacceptable Formats
- 1.6 Desire2Learn Print Colors
- 1.7 Color Matching
- 1.8 Trademark Language
- 1.9 Trademark Language (continued)
- 1.10 Checklist

1.1 Introduction to Brand Guidelines

Who are these guidelines for?

- Our partners.
- Our suppliers and agencies who may provide creative services to us.

What are these guidelines for?

- To ensure the Desire2Learn image, visual and textual identity are portrayed consistently and with integrity to Desire2Learn audiences around the world.

Who to contact?

For branding questions or clarification, please contact Branding@Desire2Learn.com.

1.2 What is a Brand?

A brand is all of the promises and perceptions an organization wants its employees, clients, partners and market to feel and believe about its product and service offerings.

Corporate branding is a composite of all the encounters, interactions and perceptions a client has with that company.

Branding is a total communications effort – both internal and external – aimed at presenting a single unified message that says “This is who the Desire2Learn group of companies are and what we stand for. You can trust in the credibility, reliability and focus of our companies, our people and our products.”

How a client views a brand is not just built up by advertising, or brochures, or a visit to a website. It is influenced by every contact that a person has with a brand – from the moment they see a Desire2Learn booth at a conference, roundtable or tradeshow, hear one of our sessions, speak to a Desire2Learn employee, or experience a Desire2Learn product or service. Each of these moments creates an opportunity to influence – positively or negatively – the impression of Desire2Learn that is left in someone's mind.

A positive and consistent brand perception is invaluable in creating meaning, loyalty and business value for a brand.

Communicating, in a positive consistent way, the essence of what Desire2Learn, its people, products and services are about is a key task for everyone involved with Desire2Learn.

1.3 The Desire2Learn Logo Family

Length **Comments**

3" Preferred Size



2 1/4 " Next Best Size



2"



1 3/4"



1 1/2"



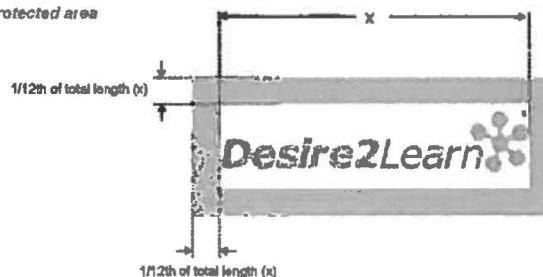
Logo Family

QUESTIONS SHOULD BE DIRECTED TO branding@Desire2Learn.com

1.4 Approved Formats

Protected Area

Nothing else may be put inside this protected area



To reduce or enlarge the logo on a PC:

After placing the image in your document, hold down the shift key, then grab any one of the 4 corner marks on the art box and drag out or in until you have achieved the proper sizing. (DO NOT use the center marker.)

Do not let go of the shift key until you have finished sizing the logo. If you do not hold down the shift key while dragging the mark(s), you will alter the correct proportions of the logo.



QUESTIONS SHOULD BE DIRECTED TO Branding@Desire2Learn.com

Approved Logo Format

1.5 Unacceptable Format

It is not acceptable to stretch the logo outside of its normal proportions.



It is not acceptable to shrink the logo outside of its normal proportions.



It is not acceptable to distort the logo outside of its normal proportions.



QUESTIONS SHOULD BE DIRECTED TO Branding@Desire2Learn.com

Unacceptable Logo Format

1.6 Desire2Learn Print Colors

Logo Colors

The three-color version of the logo is always preferred.

Orange 152 C, grey 424 C (large text) and 425 C (tagline text)

Desire2Learn 

White on black



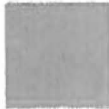
Black on white

Desire2Learn 

QUESTIONS SHOULD BE DIRECTED TO Branding@Desire2Learn.com

1.7 Color Matching

Our Orange



PANTONE 152 C

Hex #f4911d

CMYK values: 0,51,100,1

Our Grays



PANTONE 424 C

Hex #7e8083

CMYK values: 0,0,0,61



PANTONE 425 C

Hex #5f6062

CMYK values: 0,0,0,77

QUESTIONS SHOULD BE DIRECTED TO Branding@Desire2Learn.com

1.8 Trademark Language

1. The following are registered trademarks of Desire2Learn Incorporated in both the U.S.A. and Canada.

a. Molecule Logo



b. D2L®

There is no associated visual logo

c. Desire2Learn®



QUESTIONS SHOULD BE DIRECTED TO training@Desire2Learn.com

1.9 Trademark Language (continued)

1. The ® symbol should be used to mark all registered Desire2Learn trademarks as listed in Section 1.8.
2. As depicted in 1.8, the ® symbol should be placed outside the upper-right corner of the last letter of each of the trademarks listed in Section 1.8.
3. The ® should be placed beside the trademark on:
 - a) the product itself
 - b) any packaging for the product
 - c) all advertising documentation
4. When there are a number of references to a trademark in a particular document (e.g., print ad, corporate literature, sales collateral, event material, website, proposal, presentation, press releases), the ® symbol should be placed beside the first occurrence of the trademarked reference in that document. No subsequent use of the ® symbol is required in that document for that reference.
5. If more than one trademarked item appears in a particular document, the ® symbol should be placed beside the first occurrence of each of the trademarked references in that document.
6. Desire2Learn Incorporated and D2L Ltd. are NOT trademarked entities. Desire2Learn and D2L are trademarked, however, and should be treated as in pt. 5 above.

e.g. Desire2Learn Incorporated (Desire2Learn), a leading provider of mission-critical enterprise eLearning solutions, today announced that Ventura County Community College District (VCCCD), a three-college district in the metro-Los Angeles area, has selected the Desire2Learn® enterprise eLearning solution and SIS Integration District wide.
7. The following statement must appear in the footer of all documents.

Copyright. © 2013 Desire2Learn Incorporated. Desire2Learn and its related logos are registered trademarks of Desire2Learn Incorporated.

QUESTIONS SHOULD BE DIRECTED TO Branding@Desire2Learn.com

1.10 Checklist

- Always use original artwork of the Desire2Learn logo; poor quality reproductions will tarnish the company's image.
- The Desire2Learn logo should not be altered or distorted in any way.
- Never use the Desire2Learn logo in a headline or line of text.
- Ensure the Desire2Learn color palette has been appropriately applied.

Checklist

EXHIBIT I

Additional Services

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EXHIBIT J

Network Services Agreement

See attached.

Master Service Agreement for Network Services

This Master Network Service Agreement ("MSA") is entered into and made effective as of April 19, 2013, ("Effective Date") by and between University Corporation for Advanced Internet Development ("Internet2") and Desire2Learn Incorporated ("Network Service Participant" or "NSP") (Internet2 and Network Service Participant are each referred to herein as a "Party," and collectively "Parties"). The purpose of this MSA is to provide general terms and conditions and a framework within which NSP may from time to time purchase certain network services ("Network Service(s)") from Internet2 for NSP and its end users use. Additional terms and conditions that apply to each type of Network Service are set forth in service schedules ("Network Service Schedule(s)") and network service orders ("Network Service Order(s)"). This MSA, the applicable Network Service Schedules and Network Service Orders and any other attachments incorporated therein shall collectively be referred to as the or this "Agreement" and are binding upon the Parties.

RECITALS

WHEREAS, Internet2, founded and led by the nation's leading higher education institutions, is a member-owned advanced technology community that provides a collaborative environment to solve common technology challenges and develops innovative solutions in support of research and education ("R&E");

WHEREAS, Internet2's goal is to create a resource-rich environment for its members, partners and collaborators that facilitates the deployment of innovative technologies or services that are critical to its members and for which it is difficult or inefficient for any single member to bear development and deployment costs;

WHEREAS, NSP already is, or desires to become, an active participant in the Internet2 community to collaborate with Internet2's members in furtherance of Internet2's mission and goals;

WHEREAS, NSP seeks to obtain certain Network Services from Internet2 to support the R&E community, and for other purposes, and

WHEREAS, the Parties agree that it is in their best interest to support their collaboration with the R&E community by adhering to network management policies and procedures that meet and often exceed the practices for standard commercial networks.

NOW, THEREFORE, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree to the following terms and conditions.

1. CERTAIN DEFINITIONS

The following terms when capitalized have the meanings specified:

"Affiliate" means, with respect to any Person, any Person controlling, controlled by or under common control with such Person.

"Applicable Law" means, with respect to any Person, matter or thing, any current or future Federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any authority applicable to such Person, matter or thing.

"Confidential Information" means all proprietary or non-public information, systems, deliverables, technology, methodologies, specifications, trade secrets, software, business plans, operations, products, methods, procedures, reports, customers, services, equipment, systems and facilities of either Party, identified as confidential, regardless of the form or method of communication, and any requirements owned by either Party or licensed by either Party from a third party.

"End User(s)" means any individual who is utilizing the Network Services through NSP.

"ESnet" means the Energy Sciences Network, a key Internet2 Network partner organization, managed and operated by the ESnet team at Lawrence Berkeley National Laboratory.

"Internet2 Network" means a high-performance hybrid optical and packet network operated by Internet2 that is used primarily to support the R&E community with next-generation network services, as well as a platform for the development of new networking ideas and protocols.

"Internet2 NOC" means Internet2 Network Operations Center, a 24x7 network monitoring facility maintained by Internet2 and operated by Indiana University, Internet2 or another entity selected by Internet2.

"NSP Premises" means the location or locations occupied or otherwise controlled by NSP or end users to which Network Service is delivered.

"Other R&E Networks" means other high-performance R&E networks that peer with or are otherwise connected to the Internet2 Network infrastructure for purposes of advancing the global R&E mission of the End User organizations they and Internet2 serve.

"Person" means an individual, partnership, corporation, limited liability company, university, trust, decedent's estate, joint venture, joint stock company, association,

unincorporated organization, governmental body or agency, or other entity.

2. GENERAL

2.1 Orders for Network Services.

a. NSP may request to receive a Network Service from Internet2 by submitting a Network Service Order, signed by NSP, for consideration by Internet2. NSP acknowledges and agrees that NSP is solely responsible for the accuracy of all Network Service Orders and other information that it provides to Internet2. Upon completion of the review of NSP's request, Internet2 will notify NSP as to whether such request has been accepted ("Service Order Acceptance") or rejected (which acceptance or rejection is at Internet2's sole discretion), and if it has been accepted, Internet2 will, as soon as reasonably practicable, notify NSP of the date the applicable Network Service will be available for NSP's use ("Projected Service Available Date").

b. Each accepted Network Service Order shall incorporate by reference, and shall be subject to, the terms and conditions of this MSA and the applicable Network Service Schedule. Network Service Orders shall clearly set forth the term, pricing, service type and location(s), and any additional specific terms for the Network Services. The pricing stated in any Network Service Order is contingent on Network Service availability, as determined by Internet2. All Network Service Orders shall supersede any prior Network Service Orders for the same Network Service.

c. Internet2 will notify NSP that the Network Service is activated, meets the service specifications, and is available for use by NSP ("Service Available Notice"). The date of the Service Available Notice is the "Network Service Date." Unless otherwise provided for in a Network Service schedule, NSP shall have five (5) business days in which to notify Internet2 that the Network Service is not functioning properly because it does not meet the service specifications. If NSP has notified Internet2 within such five (5) day period that the Network Service does not meet the service specifications, then Internet2 shall take such steps reasonably necessary to cause the Network Service to meet the service specifications, at which time Internet2 shall issue a new Service Available Notice and the acceptance process above shall be repeated. NSP's failure or delay to test the Network Service or failure or delay to utilize the Network Service on or after the Service Available Notice date shall not relieve NSP from paying for the Network Services from the Network Service Date.

2.2 Order of Precedence. In the event of a conflict between a term(s) of this MSA and the term(s) of any Network Service Schedule or Network Service Order, precedence will be given in the following order: (a) an executed Network Service Order, but solely with respect to the Network Service(s) covered by that Network Service Order; (b) the

Network Service Schedule, but solely with respect to the Network Service covered by that Network Service Schedule; and (c) this MSA. Silence regarding a provision does not constitute a conflict.

2.3 Domestic Use Only. NSP acknowledges and agrees that the Network Services being acquired pursuant to this Agreement shall be used for domestic purposes only.

3. TERM

3.1 Term. The term of this MSA shall commence as of the Effective Date and remain in effect for a period of three (3) years, (the "Initial Term") unless earlier terminated in accordance with a Party's rights hereunder or by mutual written agreement of the Parties. This MSA will automatically renew following the Initial Term for consecutive one (1) year periods (each a "Renewal Term") until either Party provides the other Party with written notice of its intent not to renew the Initial Term or the then-current Renewal Term, at least ninety (90) days before the end of the then-current Term. The Initial Term and any Renewal Terms are collectively referred to herein as the "Term." Notwithstanding the foregoing, this MSA shall govern and continue in effect with regard to any Network Service Order until the termination of such Network Service Order.

3.2 Network Service Order Term. The term of each Network Service Order shall commence on the Network Service Date for such Network Service and continue for the period of time specified in that Network Service Order ("Initial Network Service Term"), unless terminated earlier as otherwise provided for in this Agreement. Thereafter, unless otherwise stated in the Network Service Order or applicable Network Service Schedule, the term of each such Network Service Order shall automatically renew for one (1) year periods (each a "Network Service Renewal Term") until terminated by either Party upon at least ninety (90) days written notice prior to the end of the Initial Network Service Term or the then current Network Service Renewal Term. NSP hereby acknowledges that it will not receive notice of a renewal cancellation date and expressly waives the application of any state or local law, rule, ordinance or regulation requiring such notice.

4. BILLING AND PAYMENT

4.1 Reserved.

4.2 Commencement of Billing. Billing will commence on the Network Service Date and NSP shall be obligated to pay any and all fees as set forth in relevant Network Service Order.

4.3 Payment of Invoices.

a. Each Network Service Order will set forth all charges, including, but not limited to, non-recurring charges, annual

recurring charges, quarterly recurring charges, and monthly recurring charges (collectively "Network Service Fees") that NSP is required to pay to Internet2 under such Network Service Order. Internet2 will provide NSP with invoices for the Network Services. All amounts due Internet2 are payable in full within thirty (30) days of the invoice receipt (the "Due Date"). All invoices shall call for payments in U.S. dollars.

b. For each Network Service Renewal Term, Internet2 may increase rates for any Network Services thereunder if Internet2 provides NSP notice of the increase at least ninety (90) days prior to the termination of the Initial Network Service Term or prior to the termination of the immediately preceding Network Service Renewal Term, whichever is applicable.

4.4 Late and Unpaid Invoices. If NSP fails to make any payment required under this Agreement by the Due Date, (a) a late charge shall accrue equal to one and one-half percent (1.5%) (or the maximum legal rate, if less) of the unpaid balance per month; and (b) Internet2 may take any action in connection with any other right or remedy Internet2 may have under this Agreement, including termination of Network Services, or at law or in equity. In the event Internet2 receives a payment and it is returned for insufficient funds or bank charges, the NSP will reimburse Internet2 for all associated bank charges paid by Internet2 as well as the above stated interest to the extent applicable.

4.5 Disputed Invoices. In the event of any disputed invoiced Network Service Fee, NSP shall provide Internet2 with written notice of the disputed amount within thirty (30) days of invoice receipt and shall timely pay any undisputed portion of such invoice. NSP shall waive its right to dispute any invoiced Network Service Fees if it fails to provide written notice of the disputed amount within such thirty (30) day period. The Parties shall cooperate in good faith to attempt to resolve any disputed invoice or portion thereof within forty (40) days of notice of dispute. Within thirty (30) days following the resolution of a dispute over an invoice or a portion thereof, NSP shall pay to Internet2 the resolved amount of Network Service Fees due Internet2.

4.6 Taxes. Except for taxes based on Internet2's net income or property, NSP shall be responsible for payment of all applicable taxes, impositions, fees, or other charges that arise in any jurisdiction as a result of the transactions contemplated herein, including without limitation all sales, use, value added, consumption, gross receipts (other than in lieu of net income tax), excise, stamp or transfer taxes, however designated, and Universal Service Fund assessments, as applicable (collectively referred to as "Transaction Taxes"). If any authority asserts that Internet2 should have collected any Transaction Taxes from NSP, which Internet2 did not collect, NSP hereby agrees to indemnify Internet2 and hold Internet2 harmless from and against any such Transaction Taxes. Charges for certain Network Services are subject to (a) property tax surcharge and (b) cost recovery fees to

reimburse for various governmental taxes and surcharges. Such charges are subject to change by Internet2 on written notice to NSP, and shall be applied regardless of whether NSP has delivered a valid sales tax exemption certificate.

5. DELIVERY OF SERVICE

5.1 Network Service Participant Premises. Where applicable, NSP shall provide Internet2 with access to all NSP Premises for purposes of installation, maintenance, repair, or removal of Internet2 Equipment (as defined in Section 5.2) on NSP Premises and shall arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment. Internet2 shall provide reasonable notice under the circumstance to NSP prior to entering NSP's Premises to install, maintain, repair, or remove any of the Internet2 Equipment. NSP will comply with all Applicable Laws regarding the working conditions on the NSP Premises.

5.2 Internet2 Equipment. Unless otherwise provided for in a Network Service Schedule, Internet2 may provide, install, maintain, repair, operate and control Internet2's equipment and software (collectively "Internet2 Equipment"). For the avoidance of doubt, the equipment of Internet2 contractors/agents shall be deemed to be Internet2 Equipment for the purpose of this Agreement. Internet2's Equipment shall remain the sole and exclusive property of Internet2, and nothing contained herein shall give or convey to NSP, or any other person, any right, title or interest whatsoever in Internet2's Equipment, notwithstanding that it may be, or become, attached to, or embedded in, realty. NSP will not create, or permit to be created through work performed for NSP, any encumbrances on Internet2's Equipment. NSP shall not tamper with, remove or conceal any identifying plates, tags or labels identifying Internet2's ownership interest in Internet2's Equipment. NSP shall not adjust, align, attempt to repair, relocate or remove Internet2's Equipment, except as expressly authorized in writing by Internet2. NSP shall be liable for any loss of or damage to Internet2's Equipment caused by NSP's negligence, intentional acts, or unauthorized maintenance and shall reimburse Internet2 for the same, within thirty (30) days after receipt by NSP of a request for reimbursement.

5.3 Network Monitoring Management, and Local Access.

a. The Parties agree, at their individual costs and expenses, to cooperate in good faith in the management of each other Party's network via the Internet2 NOC. By way of illustration and not of limitation, examples of cooperation include:

1. Providing proper monitoring and maintenance services (including problem determination and correction, routing set-up and control, performance monitoring, and security management) for each Party's network twenty-four (24) hours per day, every day,

ii. Providing contact information for the Party's respective network operation center ("NOC") to allow for direct NOC to NOC communication between the Parties, both during and outside of normal business hours;

iii. Providing prompt notification to the respective Party's NOC in the case of any network outage or degradation of either Party's network to perform as expected for a high-performance advanced network;

iv. Coordinating any architecture, feature, software or equipment changes with the other Party that may impact connectivity and performance;

v. Installing and maintaining performance monitoring, troubleshooting, debugging and management tools consistent with current policies for Internet2, ESnet and Other R&E Networks;

vi. Supporting new network technologies, features and capabilities as they become available and are adopted as part of advanced network services in the R&E community;

vii. Maintaining a headroom policy for its network and ports that provide sufficient capacity to support advanced networking applications with high data rates and the ability for traffic to burst; and

viii. Providing the other Party with performance data and statistics with respect to the Network Services. Internet2 will develop and provide a template for performance data and statistics. Each Party should publish its performance data and statistics on its web page, or at a minimum make them available to members of the R&E community via an appropriate forum

b. If third party local access services are obtained by NSP, NSP will (i) provide Internet2 with circuit facility and firm order commitment information and design layout records to enable cross-connections to Internet2 Network Service(s) (provided by Internet2 subject to applicable charges); (ii) cooperate with Internet2 (including providing necessary Letters of Authority) respecting circuit grooming; and (iii) where a related service is disconnected, provide Internet2 a written disconnection firm order commitment from the relevant third party provider.

5.4 Network Service Participant Equipment. Unless otherwise provided for in a Network Service Schedule, equipment and service beyond the point of demarcation or interconnection between Internet2's facilities and terminal equipment and the wiring at the point of demarcations shall be the responsibility of NSP. If NSP provides its own equipment, Internet2 shall have no right or obligation to install, maintain or repair the equipment.

5.5 Interruption, Suspension and Reduction of Service.

a. Internet2 reserves the right to interrupt, suspend or reduce Network Service to NSP or any other person, when such action is necessary in Internet2's sole and absolute discretion. Internet2 may where reasonably possible, but does not promise to, provide advance notice to the NSP of any such interruption, suspension, or reduction. As soon as possible following the interruption, suspension or reduction Internet2 will use reasonable commercial efforts to contact NSP in an attempt to resolve any problems and restore Network Service.

b. In the event Internet2 (i) is advised by a governmental authority with appropriate legal jurisdiction that NSP's use of the Network Service is a violation of state, national or international law; or (ii) reasonably determines that NSP's use of the Network Service is or may adversely affect the Network Service or Internet2 Network, or interfere with other user's use of the Network Service or Internet2 Network, Internet2 shall notify the NSP and provide a reasonable period for NSP to correct the problem, except as provided below. However, if in Internet2's sole judgment, NSP's continued use of the Network Service presents a threat of harm, damage or injury to Internet2, the Internet2 Network, or End Users, or if ordered to do so by a governmental authority, Internet2 shall have the right to suspend NSP's use of the Network Service immediately.

5.6 Modification. Internet2 reserves the right to modify or otherwise change the delivery of Network Service at any time. Internet2 shall give written notice to the NSP via email ("Modification Notice") NSP has the right to terminate this Agreement if Internet2 modifies the Network Service in any way that materially harms NSP upon thirty (30) days written notice provided such notice is provided within thirty (30) days of the receipt of Modification Notice.

5.7 Regulatory and Legal Changes. If changes in Applicable Law materially affect delivery of Network Services, or otherwise require modification of this Agreement, the Parties will, in good faith, negotiate appropriate changes to this Agreement.

6. RESERVED

7. INDEMNIFICATION

7.1 Indemnification Obligation. To the extent permitted by law, each Party shall indemnify and hold harmless the other Party and each of their successors, assigns, Affiliates and subsidiaries and its respective members, managers, directors, officers, trustees, shareholders, agents, employees and representatives (collectively, "Indemnitees"), from and against all damages, costs, liabilities, loss and expenses, including reasonable attorneys' fees, (collectively, "Damages") incurred by Indemnitees in connection with any third party claim, action, demand, suit or proceeding (collectively, "Claims") as a result of the negligent performance by each other Party (or by their

Contractors/Agents, as defined in section 13) of this Agreement, except that nothing herein shall be construed to require either Party to indemnify the other Party from that Party's negligence.

7.2 Procedure. The Indemnitee shall give prompt written notice to the other Party providing the indemnification (the "Indemnitor") of any Claim, provided that failure to do so shall not be deemed a breach of this Agreement or relieve the Indemnitor of its indemnity obligation if such delay does not prejudice the defense thereof. The Indemnitor shall have full and complete control over the defense and settlement of any Claim, provided that it will not enter into any settlement agreement that admits fault on the part of the Indemnitee or requires the Indemnitee to make any additional payment. The Indemnitee shall, upon prior reasonable written request from the Indemnitor and at the Indemnitor's cost and expense, provide reasonable assistance to the Indemnitor in connection with the defense and settlement of a Claim.

8. LIMITATION OF LIABILITY

8.1 TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES, AGENTS OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. THE FOREGOING LIMITATION ON LIABILITY SHALL, HOWEVER, NOT BE APPLICABLE TO A PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT.

8.2 NOTWITHSTANDING ANY CONTRARY PROVISION SET FORTH IN THIS AGREEMENT, THE PARTIES EXPRESSLY AGREE THAT IN NO EVENT SHALL EITHER PARTY'S ENTIRE LIABILITY FOR ANY LIABILITIES, LOSSES, CLAIMS, JUDGMENTS, DAMAGES, EXPENSES OR COSTS (INCLUDING REASONABLE FEES AND EXPENSES OF COUNSEL) ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED AN AMOUNT EQUAL TO THE AMOUNT OF THE ANNUAL NETWORK SERVICE FEE(S) PAID BY NSP TO INTERNET2 UNDER THIS AGREEMENT DURING ANY CONSECUTIVE TWELVE (12) MONTH PERIOD.

8.3 NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT, INTERNET2 SHALL NOT BE LIABLE TO ANY THIRD PERSON, FOR ANY ERROR OR DELAY IN TRANSMISSION OR FOR ANY INTERRUPTION OR TERMINATION OF PARTICIPATION, EITHER PARTIAL OR TOTAL, EITHER INTENTIONAL OR ACCIDENTAL

(INCLUDING ANY ERROR, INTERRUPTION OR TERMINATION DUE TO THE DELIBERATE MISCONDUCT OR NEGLIGENCE OF ANY PERSON), WHETHER OR NOT PRIOR NOTICE OF ANY SUCH INTERRUPTION OR TERMINATION HAS BEEN GIVEN.

8.4 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT WILL ANY OF THE OFFICERS, TRUSTEES, DIRECTORS, PARTNERS, BENEFICIARIES, JOINT VENTURERS, AUTHORIZED ORGANIZATIONS, STOCKHOLDERS OR OTHER PRINCIPALS OR REPRESENTATIVES OF EITHER PARTY, DISCLOSED OR UNDISCLOSED, THEREOF, EVER BE PERSONALLY LIABLE TO THE OTHER PARTY (INCLUDING FOR DIRECT OR CONSEQUENTIAL DAMAGES), AND THE PARTIES HEREBY WAIVE THE RIGHT TO RECOVER DAMAGES FROM ANY SUCH PERSONS.

8.5 NSP MAY PROVIDE NETWORK SERVICES TO THIRD PARTIES OR USE THE NETWORK SERVICES IN CONNECTION WITH GOODS OR SERVICES PROVIDED BY NSP TO THIRD PARTIES ("NETWORK SERVICE PARTICIPANT PROVIDED SERVICES") PROVIDED THAT NETWORK SERVICE PARTICIPANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS INTERNET2 AND ITS AFFILIATES FROM ANY CLAIMS BROUGHT BY ANY THIRD PARTY ARISING FROM THE NETWORK SERVICE PARTICIPANT PROVIDED SERVICES. IF NSP SELLS TELECOMMUNICATIONS SERVICES IN CONNECTION WITH ITS RECEIPT OF NETWORK SERVICES UNDER THIS AGREEMENT, NSP AGREES THAT IT HAS FILED ALL REQUIRED DOCUMENTATION AND WILL AT ALL TIMES HAVE THE REQUISITE AUTHORITY WITH APPROPRIATE REGULATORY AGENCIES RESPECTING THE SAME.

9. WARRANTIES

9.1 Mutual Representations and Warranties. Each Party represents and warrants to the other that (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of this Agreement; and (c) the execution, delivery and performance of this Agreement does not violate the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

9.2 THE INTERNET2 NETWORK IS PROVIDED ON AN AS IS, AS AVAILABLE BASIS, INCLUDING UNSCHEDULED OUTAGES, WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT

LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. INTERNET2 EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE INTERNET2 NETWORK WILL NOT BE CAPACITY CONSTRAINED, ERROR-FREE, SECURE OR UNINTERRUPTED. INTERNET2 AND ITS SERVICE PROVIDERS PERIODICALLY SCHEDULE SYSTEM DOWNTIME FOR MAINTENANCE AND OTHER PURPOSES. UNPLANNED SYSTEM OUTAGES AND CAPACITY LIMITATIONS ARE ALSO LIKELY TO OCCUR. INTERNET2 SHALL NOT BE RESPONSIBLE FOR THE RESULTING UNAVAILABILITY OF THE INTERNET2 NETWORK OR FOR ANY LOSS OF DATA OR TRANSACTIONS CAUSED BY PLANNED OR UNPLANNED SYSTEM OUTAGES OR THE RESULTING DELAY, MISDELIVERY, OR NON-DELIVERY OF DATA OR OTHER INFORMATION CAUSED BY SUCH SYSTEM OUTAGES OR DELAYS, EITHER PARTIAL OR TOTAL, EITHER INTENTIONAL OR ACCIDENTAL (INCLUDING ANY ERROR, INTERRUPTION OR TERMINATION DUE TO THE DELIBERATE MISCONDUCT OR NEGLIGENCE OF ANY PERSON), WHETHER OR NOT PRIOR NOTICE OF ANY SUCH INTERRUPTION OR TERMINATION HAS BEEN GIVEN. NO STATEMENT, ORAL OR WRITTEN, GIVEN BY INTERNET2, ANY OF ITS EMPLOYEES, OR ANY OTHER PERSON WILL CREATE A WARRANTY, NOR MAY ANY NSP, INTERNET2 NETWORK PARTICIPANT, OR OTHER PERSON RELY ON ANY SUCH STATEMENT FOR ANY PURPOSE. INTERNET2 SHALL NOT BE RESPONSIBLE FOR ANY TRAFFIC AND CONTENT NSP OR ANY OF NSP'S USERS TRANSMITS ACROSS THE INTERNET2 NETWORK.

9.3 In addition to the representations and warranties set forth above and notwithstanding anything to the contrary contained in this Agreement, NSP represents, warrants and covenants to Internet2 that: (a) it is an Equal Opportunity Employer; (b) it has not been barred in any jurisdiction from contracting as a result of a conviction for bid-rigging or bid rotating or as a result of a conviction or admission of bribery or attempted bribery; and (c) no officer, director, partner or other managerial agent of NSP has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or under any state or federal securities laws within five (5) years from the date hereof.

10. CONFIDENTIALITY

10.1 Each Party shall use commercially reasonable efforts to prevent the disclosure of the other Party's Confidential Information to third parties by taking steps at least as protective as those the Party takes to protect its own Confidential Information. Each Party shall use the other Party's Confidential Information only for purposes of fulfilling its obligations under this Agreement, shall notify the other Party promptly upon discovery of any unauthorized

use or disclosure of the other Party's Confidential Information and in the case of any unauthorized use or disclosure cooperate with the other Party to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it. The confidentiality obligations shall survive for a period of five (5) years after the end of the Term, unless Applicable Law requires a longer period of time.

11. PRESS RELEASE; MARKETING MATERIALS

11.1 *Press Release.* To the maximum extent permitted by Applicable Law, neither Party shall have the right to issue a press statement or press release regarding this Agreement without the prior written consent of the other Party, which consent shall not be unreasonable withheld.

11.2 *Marketing Materials.* Each Party shall have the right during the Term to identify the other Party in any marketing material and use the other Party's trademarks or logo, including displaying such trademark or logo on its website, so long as the requesting Party has received prior written approval from the other Party.

11.3 *Reserved.*

12. TERMINATION

12.1 *Material Breach or Default.* If either Party commits a material breach or default in the performance of such Party's obligations under this Agreement, the aggrieved Party shall have the right to give the breaching or defaulting Party written notice of breach or default, including a statement of the facts relating to the material breach or default. If the material breach or default is not cured within thirty (30) days after the defaulting or breaching Party's receipt of such notice (or such later date as may be specified in such notice), the aggrieved non-defaulting and non-breaching Party, at its option, shall have the right to elect to terminate this Agreement on written notice to the other Party at any time thereafter while the breach or default remains uncured.

12.2 *Termination for Bankruptcy, Insolvency.* Each Party shall have the right to terminate this Agreement in whole or in part by giving the other written notice of termination in the event: (a) the other Party becomes insolvent or makes a general assignment for the benefit of creditors; or (b) a petition under the Bankruptcy Code is filed by or against the other Party unless dismissed sixty (60) days after filing.

12.3 *Termination for Convenience.* Each Party shall have the right to terminate this Agreement in whole or in part, without cause and for its own convenience, by giving the other Party a written notice, specifying the date upon which such termination becomes effective. The termination date must be at least ninety (90) days from the date of the notice. In the event of such termination by the NSP, it will cooperate in good faith with Internet2 with respect to any transition

arrangements requested by Internet2. In the event of termination for convenience by NSP, Internet2 shall not refund any Network Service Fee or any other payment made by NSP and NSP shall pay upon termination all remaining Network Service Fees for the remaining period of the Initial Network Service Term or the then current Network Service Renewal Term. In the event of such termination by Internet2, it will refund to NSP the annual Network Service Fee paid for the year in which the termination occurs, prorated based on the number of days remaining in the year until the next then-current Term.

12.4 Effect of Termination. Whenever a Party has a right to terminate this Agreement, unless expressly stated otherwise, such Party shall not incur any liability to the other Party solely as a result of such termination. A termination of any one Network Service Schedule or Network Service Order will not cause all Network Service Schedules, Network Service Orders, nor the MSA to be terminated. Upon termination of this Agreement for any reason, any and all liabilities accrued prior to the effective date of the termination shall survive.

13. GENERAL TERMS

13.1 Applicability of Terms and Conditions. These terms and conditions shall apply on an individual basis to each Network Service that NSP contracts for under this Agreement.

13.2 Contractual Relationship. The Parties are entering into this Agreement as independent contracting parties. This Agreement will not be construed to create an association, joint venture or partnership between the Parties or to impose any partnership liability upon any Party.

13.3 Non-waiver. The failure of either Party to insist upon or enforce strict performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement will not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision, right or remedy in that or any other instance.

13.4 Assignment. Neither Party shall assign or otherwise transfer all or part of this Agreement or its rights or obligations hereunder without prior written approval from the other Party, which such approval shall not be unreasonably withheld. Any assignment or delegation to the contrary shall be deemed void from inception. Subject to the foregoing restrictions, this Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

13.5 Entire Agreement; Amendment. This Agreement, including all Network Service Schedules and Network Service Orders, which are attached to this Agreement and incorporated herein by this reference, together with any other

Exhibits, Network Service Schedules and Network Service Orders which may hereafter be attached hereto in accordance with the terms of this Agreement, constitutes the entire agreement and understanding between the Parties with regard to Network Services and supersedes any and all prior agreements between the Parties relating to Network Service. This Agreement may not be amended or modified except by a writing signed by both Parties.

13.6 Severability. If any provisions of this Agreement shall be conclusively determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement will remain in full force and effect.

13.7 Applicable Law/Dispute Resolution. This Agreement will be construed and enforced in accordance with the laws of New York, without reference to its choice of law rules. In the event of any dispute relating to this Agreement, the Parties shall first seek to resolve the dispute in good faith through informal discussions or through the use of a mediator. In the event any dispute cannot be resolved informally, the Parties agree that any legal action or proceeding arising out of or related to this Agreement must be brought in the courts of New York, New York. The Parties consent to the exclusive jurisdiction of New York, waiving any objection to the propriety or convenience of such venues.

13.8 Reserved.

13.9 Force Majeure. In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond the reasonable control of the Party invoking this provision, including, but not limited to, Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, the affected Party's performance shall be temporarily excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence; provided, that the affected Party resumes performance as soon as it is reasonably able to do so and that the affected Party (a) provides the other Party prompt notice of the nature and expected duration of the event, (b) uses commercially reasonable efforts to address and mitigate the cause and effect of such event, (c) provides periodic notice of relevant developments, and (d) provides prompt notice of the end of such event.

13.10 Good Faith. The Parties agree to act in good faith with respect to each provision of this Agreement and any dispute that may arise related hereto.

13.11 Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one single agreement between the Parties. A signature delivered by pdf format or facsimile will be considered an original.

13.12 Compliance With Applicable Laws. Each Party will comply with all Applicable Laws in connection with the subject matter of this Agreement, and its performance under this Agreement.

13.13 Post-Termination Obligations. Upon termination of this Agreement, any liabilities accrued before the effective date of the termination will survive.

13.14 Survival. The provisions of this Agreement, which by their nature are continuing, shall continue in full force and effect and shall bind the Parties beyond any termination of this Agreement.

13.15 Contractors/Agents. Both Parties shall have the right to use independent contractors, subcontractors, or other non-employees (collectively "Contractors/Agents") to perform any of its obligations or to act on behalf of the Party. All actions of Party Contractors/Agents in connection with this Agreement are attributable to that Party for all purposes under this Agreement.

13.16 Insurance. NSP represents and warrants that it has in force, and will maintain in force adequate worker's compensation, commercial general liability, error and omissions, and other forms of insurance sufficient to protect from the conduct, acts or omissions, of NSP, or its employees, agents and contractors.

13.17 Contact Information. NSP shall provide Internet2 the following: (a) the name and contact information for the individual responsible for matters relating to payments and invoices (the "Billing Contact"); (b) the name and contact information for the individual responsible for operational decisions for NSP (the "Technical Contact"); and (c) the name and contact information for the individual responsible for matters relating to network security (the "Security Contact"). NSP is responsible for updating and providing written notice to Internet2 of changes to the above contact information. Contact information updates may be submitted to Internet2 by email at network@Internet2.edu.

13.18 Acceptable Use Policy; Compliance.

a. NSP agrees to be bound by Internet2's Acceptable Use Policy ("AUP"), and as may be modified from time to time. The AUP can be found at <http://www.internet2.edu/network/aup.html>.

b. Both Parties agree to take reasonable steps, individually and collectively, to ensure use of the Internet2 Network by

End Users and any other user is consistent with the terms of the Internet2's AUP.

c. Notwithstanding the Internet2 AUP, NSP agrees not to intentionally violate or tamper with the operation, performance or security of the Internet2 Network. NSP also agrees to operate equipment that is attached to the Network Services in a manner that does not adversely impact the performance of the Internet2 Network or other user's equipment.

13.19 Content. Internet2 is not responsible for the content of any information transmitted or received through the Network Services. Internet2 exercises no control over, and accepts no responsibility for, the content of the information passing through the Internet2 Network, or NSP equipment, and use of any such Service is at NSP's own risk.

13.20 Notices.

a. NSP shall provide Internet2 prompt notification of any loss of Network Service to the Internet2 Network or any failure of the connection to perform as expected for a high-performance advanced network connection.

b. NSP agrees to notify Internet2 promptly of any known or suspected breach of or challenge to the Internet2 Network or any Network Service security or any known or suspected unauthorized use of a NSP's facilities to access the Internet2 Network or any Network Service(s). Internet2 will notify NSP of any known breach of or challenge to the Network Service potentially affecting the NSP.

c. Unless otherwise provided for in this Agreement, any notice, communication, request or reply ("Notice") under this Agreement made by either Party to the other must be in writing and shall be effectively given if: (i) addressed to the Party to be notified and deposited in the United States Postal Service (USPS) using certified or registered mail, postage prepaid with return receipt requested or shipped by a nationally recognized overnight courier service; (ii) delivered in person; or (iii) sent via email for such Party with a confirmation telephone call, provided, however, that any notice asserting a material breach or default or terminating the agreement shall also be delivered in writing by overnight courier. Any notice mailed is effective three (3) days after it is deposited in a depository of the USPS or other overnight services, and any Notice delivered in person to a Party shall be effective when received. All notices shall be addressed as set forth in below (or to such changes in address of which one Party notifies the other in accordance with the foregoing).

If to NSP: Deane2Learn Incorporated
151 Charles Street West, Ste. 400
Kitchener, ON N2Q 1H6

Attn: John Baker

Email
Address: _____

With (copy)
to: _____

Attn: _____
Email
Address: _____

In witness whereof, the Parties have executed this Agreement
as of the Effective Date.

ACCEPTED AND AGREED:

Deaire2Learn Incorporated
By: [Signature]
Name: Brandon Nussey



Title: CEO
Date: April 18, 2013

If to Internet2:
UCAID/Internet2
1000 Oakbrook Drive, Suite 300
Ann Arbor, MI 48104
Attn: James A. Pfisterer
Chief Financial Officer
Email:
japfisterer@internet2.edu

University Corporation for Advanced Internet Development
By: [Signature]
Name: JAMES A. PFLASTERER
Title: CEO
Date: 4/26/13

With (copies) to:
UCAID/Internet2
1150 18th St NW, Suite 900
Washington, DC 20036
Attn: John S. Morabito, Esq.
Vice President of External
Relations and General Counsel

and

Arent Fox, LLP
1050 Connecticut Avenue, NW
Washington, DC 20036
Attn: Alan Fishel, Esq.

EXHIBIT K

Privacy Policy

<http://www.desirc2learn.com/contact/privacy/>

EXHIBIT L

1 Terms of Service Definitions

1.01 *Branding* means the trade-marks, service-marks, colour schemes, names and fonts used by Service Provider or Enterprise Customer for purposes of communication, identification, and marketing.

2 Proprietary Rights & Restrictions

2.01 Service Provider has all appropriate rights and interest in its Services, Documentation, deliverables under a statement of work (which include but not limited to: tools, methodologies, questionnaires, responses, and proprietary research, data, requirements, specifications, and code generated in the course of performing the consulting Services), and other Service Provider Intellectual Property (collectively, the "IP", which, for the avoidance of doubt, does not include Enterprise Customer Data), and Service Provider reserves these rights and privileges in connection with the IP, except as expressly granted to Enterprise Customer pursuant to this Agreement or applicable Creative Commons License. Service Provider does not transfer any title or interest in its IP. The IP contains valuable intellectual property of Service Provider and its licensors. The IP is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

2.02 Except as permitted by this Agreement, or the Creative Commons License for the applicable material provided by Service Provider under Creative Commons License, Enterprise Customer shall not:

- 2.02.1 attempt to decompile, disassemble, modify the source code of, or reverse engineer the IP;
- 2.02.2 use, reproduce, transmit, modify, adapt or translate the IP;
- 2.02.3 rent, lease, license, transfer, assign, sell or otherwise provide access to the IP on a temporary or permanent basis;
- 2.02.4 alter, remove or cover proprietary notices in or on the IP.

2.03 Any default in Enterprise Customer's obligations under this section may cause irreparable harm to Service Provider. If Enterprise Customer takes or threatens any action that may infringe on Service Provider's IP rights, Service Provider may seek injunctive or other equitable relief in addition to any damages to which Service Provider may be entitled.

3 General

3.01 *Services Deployment.* Where applicable, Service Provider and Enterprise Customer will execute a statement of work or other applicable document that outlines the Branding elements, and other applicable requirements pertaining to deployment of Services.

3.02 *Payment.* Enterprise Customer shall pay the relevant fees for the Services, and/or, for any other additional work related to the Services in accordance with this Agreement and Customer Agreement.

3.03 *Remedies Cumulative.* All rights and remedies under this Agreement are cumulative and in addition to all other rights and remedies of Enterprise Customer and/or Service Provider have at law or in equity.

3.04 *Import/Export Controls.* Enterprise Customer and Service Provider shall comply with all applicable export, re-export and foreign policy laws that may be imposed by the Canadian/United States government.

3.05 *Audit.* Service Provider may view the Enterprise Customer's Service Instance no more than twice a year for the purpose of ensuring compliance by Enterprise Customer with the terms of this Agreement. If the audit reveals that Enterprise Customer's use of Services exceeds its permitted use, Enterprise Customer shall pay the then-current fees and reasonable administrative fees, not to exceed \$500 USD total; provided, however, that Enterprise Customer shall have the opportunity to present evidence to support that its permitted use is within the restrictions of its customer obligations. Should Enterprise Customer not pay according to this Section 3.05, the grant of use rights specified under Section 2.1 (b) in the Agreement is terminated.

3.06 *Use of Branding.* Enterprise Customer grants Service Provider a limited, non-exclusive, non-transferable, terminable, worldwide license to use its Branding in accordance with Enterprise Customer's reasonable branding use guidelines or similar documentation, for the sole purpose of creating, distributing and maintaining an Enterprise Customer branded version of Services, in accordance with the statement of work or other applicable document or this Agreement or Customer Agreement. Service Provider will not use Enterprise Customer's Branding for any other purpose without the express prior written consent of Enterprise Customer.

3.07 Enterprise Customers are responsible for managing their storage and bandwidth usage by utilizing the provided functions to assist with monitoring and purging of Enterprise Customer Data.

4 Specific terms for Consulting Services

If Enterprise Customer subscribes to the consulting Services including the initial implantation of the Services, the following additional terms in sections L-C1 through L-C5 inclusive shall apply:

L-C1 Limitations

L-C1.01 Service Provider may render services to others and develop work products that are competitive with, or functionally comparable to, the deliverables. Service Provider shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the consulting services or producing deliverables, provided that Service Provider shall not use or disclose any Enterprise Customer Data or any of Enterprise Customer's proprietary material or intellectual property.

L-C1.02 Enterprise Customer shall retain its rights in any proprietary material that Enterprise Customer supplies to Service Provider. If Enterprise Customer provides Service Provider with materials owned or controlled by Enterprise Customer or with use of, or access to, such materials, Enterprise

Customer grants to Service Provider all rights and licenses that are necessary for Service Provider to fulfill its obligations under each statement of work and for no other purpose.

L-C1.03 In the event of any conflict between the terms and conditions of this Agreement or of a Customer Agreement and the terms and conditions of a statement of work, the applicable terms and conditions of this Agreement or, as applicable, the Customer Agreement will be deemed to control and prevail unless the statement of work specifically identifies the section of, as applicable, this Agreement and/or the Customer Agreement over which the provision in the applicable statement of work is to control and prevail, in which event the applicable provision of that statement of work will be deemed to control and prevail with respect to that statement of work only.

L-C2 Use of Deliverables

L-C2.01 Subject to payment in full of the applicable fees, Service Provider grants to Enterprise Customer for internal purposes only a worldwide, royalty-free, time-limited license to use, reproduce, and display of the deliverables. Enterprise Customer shall not make the deliverables available to anyone outside of Enterprise Customer, without the prior written consent of Service Provider, except Enterprise Customer may share the deliverables with (i) its outside auditors and/or accountants, (ii) third parties who have signed appropriate confidentiality agreements with Enterprise Customer who are engaged by Enterprise Customer to review or implement suggestions or to further research the issues contained in the deliverables, and (iii) governmental or regulatory bodies as required by law.

L-C3 No Third-Party Beneficiaries

L-C3.01 These terms are for the benefit of the Service Provider and Enterprise Customer only. None of its provisions are for the benefit of, or enforceable by, any third party. No third party shall have the right to (i) rely on the consulting services provided by Service Provider or (ii) seek to impose liability on Service Provider as a result of the consulting services or any deliverables furnished to Enterprise Customer.

L-C4 Required Skills

L-C4.01 Professional services billing rates are dependent upon the scope of the engagement/implementation and the consulting skill levels required. Project Managers are assigned to oversee all professional services implementations at a rate dependent upon complexity of the project and skill level required.

L-C5 Content of Statement of Work

L-C5.01 Each Statement of Work authorized under these Terms of Services in relation to the consulting Services shall include, at a minimum, the following information:

C5.01.1	Project Name and Number	C5.01.2	Enterprise Customer Obligations
C5.01.3	Project ID	C5.01.4	Software Requirements Specifications
C5.01.5	Enterprise Customer Project Manager	C5.01.6	Intellectual property transfers (if any transfers are applicable)
C5.01.7	Enterprise Customer Technical Lead	C5.01.8	Project Start Date
C5.01.9	Service Provider Project Manager	C5.01.10	Project End Date
C5.01.11	Service Provider Technical Lead	C5.01.12	Project Location
C5.01.13	Project Description	C5.01.14	Project Price & expenses (if applicable)
C5.01.15	Service Provider Deliverables	C5.01.16	Special Conditions
C5.01.17	A reference to this 'Terms of Services in relation to the consulting Services'.		

Appendix 1 for Exhibit L

Specific Terms for Desire2Learn Capture Service

If Enterprise Customer subscribes to Desire2Learn Capture, the following additional terms in sections L-CA1 through L-CA3 inclusive shall apply in addition to the Exhibit L:

1 Definitions

1.01 *Acceptable Use Policy for Desire2Learn Capture* means the rules governing the use of Desire2Learn Capture by Enterprise Customer and its Users, as may be published at www.desire2learn.com/legal/capture.

1.02 *Desire2Learn Capture* means anything related to Desire2Learn Capture Hardware, Desire2Learn Capture Software or Desire2Learn Capture Applications.

1.03 *Desire2Learn Capture Applications* means the applications provided by Service Provider to Enterprise Customer in relation to the Desire2Learn capture solution.

1.04 *Desire2Learn Capture Hardware* means the physical computing hardware including applicable peripherals that may be provided by Service Provider or its vendors to Enterprise Customer in relation to the Desire2Learn capture solution.

1.05 *Desire2Learn Capture Software* means those object code elements provided by Service Provider to Enterprise Customer Desire2Learn capture solution that are resident on Capture Hardware, or Enterprise Customer hardware.

L-CA1 Warranty; Disclaimer for Desire2Learn Capture Hardware

L-CA1.01 If applicable, for a period of one (1) year from the shipment date of the hardware, Service Provider provides limited parts and labour warranty for Desire2Learn Capture Hardware ("Hardware Warranty Period") under the following terms:

L-CA1.02 Desire2Learn Capture Hardware will substantially perform in the commercially reasonable manner expected to support Desire2Learn Capture Software provided that Enterprise Customer or any other entity under Enterprise Customer's implied or actual instruction has not attempted to, disassemble, modify or repair any portion of Desire2Learn Capture Hardware ("Qualifying Defect"). After the Hardware Warranty Period, there is no warranty or condition of any kind on Desire2Learn Capture Hardware.

L-CA1.03 If in Service Provider's sole and reasonable discretion, pursuant to the applicable support services, the Desire2Learn Capture Hardware has a Qualifying Defect, Service Provider shall: (a) authorize Enterprise Customer to ship the affected Desire2Learn Capture Hardware back to Service Provider or Service Provider's designated affiliate or partner at Enterprise Customer's own expense (FOB Service Provider or FOB Service Provider's designated affiliate or partner), (b) provide Enterprise Customer, directly or with a local third-party affiliate or partner, with onsite technical assistance to address the Qualifying Defect, or, (c) provide Enterprise Customer with replacement Desire2Learn Capture Hardware (FOB Service Provider or Service Provider's designated affiliate or partner). If Service Provider recommends onsite technical assistance, Enterprise Customer agrees to provide all commercially reasonable accommodations commensurate with onsite technical assistance. Service Provider will charge Enterprise Customer for the replacement Desire2Learn Capture Hardware if the affected Desire2Learn Capture Hardware has not been shipped to Service Provider within fifteen (15) days of Service Provider providing Enterprise Customer with the replacement Desire2Learn Capture Hardware.

L-CA1.04 Upon receipt of the affected Desire2Learn Capture Hardware, Service Provider shall replace at its own costs any or all components it deems necessary to repair the Desire2Learn Capture Hardware. Service Provider shall ship at its own expense (FOB Enterprise Customer) the repaired/replaced Desire2Learn Capture Hardware back to Enterprise Customer.

L-CA1.05 Without guarantee or liability, Service Provider will use commercially reasonable efforts to correct a Qualifying Defect in a timely manner.

L-CA1.06 Enterprise Customer acknowledges that there is no guarantee that data which may be present on the affected Desire2Learn Capture Hardware will be preserved. Enterprise Customer will not hold Service Provider responsible, and Service Provider waives all liability and responsibility, for any losses or claims related to this Section.

L-CA1.07 Enterprise Customer may elect to extend the one (1) year Hardware Warranty Period for two additional years at any time before or during the Hardware Warranty Period by notifying Service Provider and paying the applicable fee.

L-CA1.08 If the Agreement or Terms of Service for Desire2Learn Capture is terminated before the expiration of the Hardware Warranty Period, the hardware warranty provided under this section shall survive termination until it expires. After such termination, if Enterprise Customer submits an Incident under this section L-CA5 and it is found to be attributed to Desire2Learn Capture Software and therefore not covered under section L-CA5, Enterprise Customer shall be required to pay an assessment fee not to exceed \$500.00.

L-CA1.09 Should Service Provider negotiate more favorable terms with its designated affiliate or partner providing warranty service to the applicable Desire2Learn Capture Hardware, Service Provider shall automatically extend such terms to Enterprise Customer.

L-CA1.10 Except as provided for in section 8.2(a), section 9.22, this section L-CA1 and unless otherwise agreed, Service Provider disclaims all warranties, both express and implied with respect to Capture, including merchantability, fitness for a particular purpose, or arising from a course of performance, dealing, or usage of trade to the maximum extent permitted by law. With respect to Capture, these provisions shall supersede any other warranty provisions previously agreed by the Parties. If this absolute waiver of warranty is deemed non-enforceable by a court of competent jurisdiction, then the maximum liability Service Provider shall have with respect to Capture is the annual fee paid, or payable by the Enterprise Customer in the year in which the claim arose.

L-CA2 Security and Personally Identifiable Information

L-CA2.01 Enterprise Customer understands that Desire2Learn Capture is provided by Service Provider through a third party service used by Service Provider.

EXHIBIT M

Composite Mark

Internet2 NET+ Desire2Learn Learning Environment

Internet2 NET+ Desire2Learn Capture

EXHIBIT N

Form of Notification of Internet2 Enterprise Customer

University Corporation for Advanced Internet Development d/b/a Internet2
1000 Oakbrook Drive, Suite 300
Ann Arbor MI 48104

Dated: _____

D2L Ltd. ("Desire2Learn")
151 Charles Street West, Suite 400
Kitchener, ON, Canada
N2G 1H6

Re: **Notification of Execution of Internet2 NET+ Service Schedule**

Ladies and Gentlemen:

This notification of execution of Internet2 NET+ Service Schedule is sent in accordance with the business agreement between Internet2 and Desire2Learn dated April 3, 2014.

Please be advised that Internet2 has executed an Internet2 NET+ Service Schedule with _____ ("Internet2 Enterprise Customer"). The material terms of such Internet2 NET+ Service Schedule are as follows:

Effective Date:	
Initial Services Term:	_____ years
Institution Size (FTE):	
Option:	Offer _____ Tier: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> Offer 1 <input type="checkbox"/> Offer 2 <input type="checkbox"/> Offer 3 <input type="checkbox"/> Stand Alone Capture # of Capture Licenses: _____

The person responsible for Internet2 Enterprise Customer's implementation with Desire2Learn is:

Name:	
Title:	
Phone #:	
E-mail Address:	

EXHIBIT N-1

Form of Notification of Internet2 NET+ Partner Enterprise Customer

University Corporation for Advanced Internet Development d/b/a Internet2
1000 Oakbrook Drive, Suite 300
Ann Arbor MI 48104

Dated: _____

D2L Ltd. ("Desire2Learn")
151 Charles Street West, Suite 400
Kitchener, ON, Canada
N2G 1H6

Re: **Notification of Execution of Internet2 NET+ Partner NET+ Service Schedule**

Ladies and Gentlemen:

This notification of execution of Internet2 NET+ Partner NET+ Service Schedule is sent in accordance with the business agreement between Internet2 and Desire2Learn dated April 3, 2014.

Please be advised that Internet2 NET+ Partner _____ has executed an Internet2 NET+ Partner NET+ Service Schedule with _____ ("Internet2 NET+ Partner Enterprise Customer").
The material terms of such Internet2 NET+ Partner NET+ Service Schedule are as follows:

Effective Date:	
Initial Services Term:	_____ years
Institution Size (FTE):	
Option:	Offer _____ Tier: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> Offer 1 <input type="checkbox"/> Offer 2 <input type="checkbox"/> Offer 3 <input type="checkbox"/> Stand Alone Capture # of Capture Licenses: _____

The person responsible for Internet2 NET+ Partner Enterprise Customer's implementation with Desire2Learn is:

Name:	
Title:	
Phone #:	
E-mail Address:	

EXHIBIT O

Internet2 NET+ Service Schedule

See attached.

SCHEDULE A

NET+ Service Schedule for Desire2Learn Services

Additional Terms and Conditions:

Dated _____, 20__

1. **Initial Services Term.** The Initial Services Term shall commence on _____, 20__ and continue for a period of _____ () year(s).

2. **The Service Provider Platform.** The Service Provider Platform applicable to this NET+ Service Schedule is (mark the applicable box):

- ☐ Desire2Learn Capture
☐ Desire2Learn Learning Environment

3. **Access to and Use of the Services.** Upon the execution of this NET+ Service Schedule, Enterprise Customer will have a royalty-free, irrevocable, nonexclusive, nontransferable, enterprise-wide, fully paid-up worldwide right and license for the duration of the Enterprise Customer Term to access and use, and permit and enable Users to access and use, the Services, subject to the limitations set forth herein and in the I2 Service Provider Business Agreement, and with respect to student Users, by the specified number of FTE (as defined and identified in Exhibit E of the I2 Service Provider Business Agreement). The current general specifications of the Services as described by Service Provider are contained in Exhibit A attached to the I2 Service Provider Business Agreement.

4. **Fees.** The Fees payable by Enterprise Customer to the Invoicing Party for the Services are set forth on Exhibit 1 attached to this Schedule A and made a part hereof, and are subject to any changes permitted under the I2 Service Provider Business Agreement. The Invoicing Party will be Internet2. Mark the applicable boxes below to indicate the Enterprise Customer selected Offer and Tier:

Offer: Tier: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7

- ☐ Offer 1
☐ Offer 2
☐ Offer 3
☐ Stand Alone Capture # of Capture Licenses: _____

5. **Terms of Service.** See Exhibit L attached to the I2 Service Provider Business Agreement.

6. **Third Party Software.** There is no Third Party Software.

7. **Modifications to the Agreement.** Solely with respect to the NET+ Service(s) covered by this NET+ Service Schedule, and for no other NET+ Service or NET+ Service Schedule (unless expressly set forth in such other NET+ Service Schedule), the following modifications shall be deemed made to the Agreement:

- a. In Section 6 (a), 6 (b) and 8 (c) the references to "Governing Law" is replaced with "Applicable Law".
b. Section 7 (indemnification Procedure) is hereby deleted and replaced with the following:
"7. Indemnification Procedure

Enterprise Customer shall promptly provide written notice to Service Provider of the existence of any Claim for which Enterprise Customer expects Service Provider to fulfill Service Provider's obligations under Section 4.2(a) of the I2 Service Provider Business Agreement, provided that failure to do so shall not be deemed a breach of the Agreement or relieve Service Provider of its indemnity obligation if failure to give prompt written notice does not prejudice Service Provider's defense of the applicable Claim.

Internet2 Customer Agreement (3.2013)

Service Provider shall, to the extent consistent with Governing Law, fully control the defense and/or settlement of any such Claim at its own expense and with its own counsel, provided that Service Provider will not enter into any settlement agreement that admits fault on the part of Enterprise Customer or that requires Enterprise Customer to make any payment. Enterprise Customer shall, upon prior reasonable written request of Service Provider and at Service Provider's cost and expense, provide reasonable assistance to Service Provider in connection with the defense and/or settlement of any such Claim. In addition, Enterprise Customer shall have the right to participate in such defense at its own expense and with its own counsel."

c. Section 8(b) in the Agreement is hereby deleted and replaced with the following:

"(b) TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM. NEITHER PARTY NOR SERVICE PROVIDER, NOR ANY OF ITS OR THEIR AFFILIATES, AGENTS OR CONTRACTORS, NOR ANY OF THE FOREGOING'S PARTNERS, PRINCIPALS, AGENTS, SERVANTS, PERSONNEL, OFFICERS OR DIRECTORS, SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES ARISING IN CONNECTION WITH THE AGREEMENT OR THE I2 SERVICE PROVIDER BUSINESS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. THE FOREGOING LIMITATION ON LIABILITY SHALL, HOWEVER, ALSO NOT BE APPLICABLE TO SERVICE PROVIDER'S INDEMNITY OBLIGATIONS UNDER THE I2 SERVICE PROVIDER BUSINESS AGREEMENT."

d. Section 8(c) in the Agreement is hereby deleted and replaced with the following:

"(c) To the extent permitted by Governing Law and except as otherwise provided in Section 8(d), the liability of each Party to the other under and/or in connection with the Agreement and the I2 Service Provider Business Agreement, and the liability of Service Provider to Enterprise Customer and Enterprise Customer to Service Provider under, arising out of, or related to the Agreement and the I2 Service Provider Business Agreement, in respect of any Section 5.4(c) Event shall, irrespective of the number of claims, actions, demands, suits or proceedings arising out of or related to a Section 5.4(c) Event be limited as set forth in this Section 8(c). In the case of Service Provider's liability to Enterprise Customer under the Agreement or the I2 Service Provider Business Agreement in respect of a Section 5.4(c) Event, Service Provider's liability shall be limited to the greater of (i) Five Thousand Dollars (\$5,000), and (ii) the amount that Enterprise Customer is required to pay the Invoicing Party under the Agreement for the applicable Services during the twelve (12) month period ending on the date of the occurrence of the applicable Section 5.4(c) Event. In the case of Internet2's liability to Enterprise Customer under the Agreement or the I2 Service Provider Business Agreement in connection with an Internet2 NET+ Service Schedule in respect of a Section 5.4(c) Event, Internet2's liability shall be limited to the greater of (i) Five Thousand Dollars (\$5,000), and (ii) the amount that Enterprise Customer is required to pay the Invoicing Party under the Agreement for the applicable Services during the twelve (12) month period ending on the date of the occurrence of the applicable Section 5.4(c) Event. In the case of Enterprise Customer's liability to Internet2 under the Agreement in connection with an Internet2 NET+ Service Schedule in respect of a Section 5.4(c) Event, except for any Fees owed by Enterprise Customer to the Invoicing Party, Enterprise Customer's liability shall be limited to the greater of (i) Five Thousand Dollars (\$5,000), and (ii) the amount that Enterprise Customer is required to pay the Invoicing Party under the Agreement for the applicable Services during the twelve (12) month period ending on the date of the occurrence of the applicable Section 5.4(c) Event (the "Damages Cap"). The monetary limitations on liability contained in this Section 8(c) shall apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory."

e. Section 8(d) in the Agreement is hereby deleted and replaced with the following:

"(d) Notwithstanding the foregoing, the monetary limitations on liability in Section 8(c) shall not apply as to such Party or Service Provider, as applicable: (1) to the indemnification obligations of Service Provider under Section 5.2 of the I2 Business Agreement; (2) to liability for damages caused by a Party's or Service Provider's gross negligence or willful misconduct; (3) to liability for personal injury or death caused by the negligence of a Party or Service Provider; (4) to fraudulent misrepresentation by a Party or Service Provider; (5) to violation by a Party or Service Provider of the other Party's or a Service Provider's Proprietary Rights; and (6) as to Service Provider, to any breach of Section 8 of the I2 Business Agreement by Service Provider to the extent

that is not caused in whole or in part by Internet2's or Internet2 Net+ Partner's or Enterprise Customer's breach. As to Enterprise Customer's exposure for liability, clauses (2) through (5) immediately above shall only apply to the extent such are permitted to apply under Governing Law, and without waiver of sovereign immunity, if applicable. Notwithstanding anything to the contrary in the Agreement, as to Service Provider's exposure for liability under sub-clause (6) in this Section 8(d). Service Provider's liability shall be limited to the greater of (i) Fifteen Thousand Dollars (\$15,000), and (ii) the amount that Enterprise Customer is required to pay the Invoicing Party under the Agreement for the applicable Services during the thirty-six (36) month period ending on the date of the occurrence of the applicable Section 5.4(c) Event."

f. Section 11(a) in the Agreement is hereby deleted and replaced with the following:

"(a) To the maximum extent permitted by Governing Law, and except as provided in the next sentence with respect to Internet2 and in Section 11(b) below, neither of the Parties nor Service Provider shall have the right to make or issue, or otherwise intentionally cause to be made or issued, any public comments, public statements, press releases or the like, regarding this Agreement without the prior written consent of the other Party and Service Provider or, in the case of Service Provider, except to the extent necessary in Service Provider's delivery of the Services to an Enterprise Customer (for clarity this doesn't include for any advertising or marketing purposes unless otherwise agreed to between Service Provider and Enterprise Customer) and access to Service Provider's customer community, without the prior written consent of the Parties, provided, that, in either case, such prior written consent shall not be unreasonably withheld. Notwithstanding the foregoing, Internet2 shall have the right (i) to publicly disclose in a press release or public statement or otherwise that Enterprise Customer has agreed to receive the Services from Service Provider in connection with the "Internet2 NET+ Program," and (ii) in connection therewith, subject to Enterprise Customer's style guidelines, to display Enterprise Customer's supplied logo on the website of Internet2 and any marketing materials pre-approved in writing by Enterprise Customer."

g. The following Force Majeure clause shall apply in regards to the Service Provider's Services:

"In the event that Service Provider is prevented from performing, or is unable to perform, any of its obligations under this Agreement or the I2 Business Agreement due to any cause beyond the reasonable control of the Service Provider invoking this provision which shall include natural disaster, actions of governmental bodies, strikes, lockouts, riots, acts of war, communication line failures, power failures, fires or similar events. the Service Provider's performance shall be temporarily excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence; provided, that the Service Provider resumes performance as soon as it is reasonably able to do so and that the Service Provider (i) provides the Enterprise Customer or Internet2 prompt notice of the nature and expected duration of the event, (ii) uses commercially reasonable efforts to address and mitigate the cause and effect of such event, (iii) provides periodic notice of relevant developments, and (iv) provides prompt notice of the end of such event."

ACCEPTED AND AGREED:

**University Corporation for Advanced Internet
Development d/b/a Internet2**

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1 to Schedule A

Fees

Desire2Learn Internet2 Offering

Offer 1 - Silver Support Option

Tier	1	2	3	4	5	6	7
FTE Count*	up to 3999	4000-7999	8000-13999	14000-19999	20000-34999	35000-49000	50000+
Annual Subscription Fees Per FTE **	\$17.55	\$15.30	\$14.00	\$12.00	\$10.75	\$9.75	\$9.00
Silver Support Fee per FTE***	\$2.11	\$1.84	\$1.68	\$1.44	\$1.29	\$1.17	\$1.08
Implementation****	\$10,000	\$12,000	\$15,000	\$15,000	\$15,000	\$20,000	\$20,000
Cloud services with 99.9% uptime	Included	Included	Included	Included	Included	Included	Included
Annual Maintenance	Included	Included	Included	Included	Included	Included	Included
Student and Teacher Mobile Applications with offline access†	Included	Included	Included	Included	Included	Included	Included
Personal eReader platform, mobile app, and Book Shout†	Included	Included	Included	Included	Included	Included	Included
Learning Outcomes	Included	Included	Included	Included	Included	Included	Included
Group Collaboration, Virtual Meeting and Conference Calling†	Included	Included	Included	Included	Included	Included	Included
MyDesire2Learn - Lifelong ePortfolio†	Included	Included	Included	Included	Included	Included	Included
Custom learning paths	Included	Included	Included	Included	Included	Included	Included
Analytics Essentials	Included	Included	Included	Included	Included	Included	Included
Course, content and file management tools for content management	Included	Included	Included	Included	Included	Included	Included
Data Storage*****	600 MB/FTE	600 MB/FTE	600 MB/FTE	600 MB/FTE	600 MB/FTE	600 MB/FTE	600 MB/FTE
Data Backup/Archive/Retrieval	Included	Included	Included	Included	Included	Included	Included
WCAG 2 level AA and section 508 compliant plus Gold Level NFB-NVA Certification (accessibility)	Included	Included	Included	Included	Included	Included	Included
1 D2L User's Conference Ticket	Included	Included	Included	Included	Included	Included	Included

Fees include annual maintenance for an Authentication Integration and Test Environment

* minimum commitment of 500 FTE

** annual subscription fees subject to a 5% annual increase

*** Gold and Platinum Support available for an additional fee (See Table Below)

**** Implementation includes:

- Open APIs (Web Services)
- SIS Integration (APIs)
- Test Environment
- Authentication Integration (SSO, LDAP, CAS, Shibb etc) Choose 1
- Customized branding, setup, and URL
- Course Migration

***** Data storage is calculated as the aggregate of all FTE storage. For example, for an institution that has paid for 1000 FTE the total aggregate storage is 600GB. Overage charges shall apply if Enterprise Customer uses more storage than allotted in the aggregate. Overage is \$8 per GB

† These mobile applications are freely available directly to users with acceptance of an applicable End User License Agreement

Such mobile applications can be enabled to use with the Integrated Learning Platform at the Enterprise Customer's option

Offer 2 - Bronze Support Option

Tier	1	2	3	4	5	6	7
FTE Count*	up to 3999	4000-7999	8000-13999	14000-19999	20000-34999	35000-49000	50000+
Annual Subscription Fees Per FTE **	\$17.55	\$15.30	\$14.00	\$12.00	\$10.75	\$9.75	\$9.00
Bronze Support Fee per FTE***	Included	Included	Included	Included	Included	Included	Included
Implementation****	\$10,000	\$12,000	\$15,000	\$15,000	\$15,000	\$20,000	\$20,000
Cloud services with 99.9% uptime	Included	Included	Included	Included	Included	Included	Included
Annual Maintenance	Included	Included	Included	Included	Included	Included	Included
Student and Teacher Mobile Applications with offline access†	Included	Included	Included	Included	Included	Included	Included
Personal eReader platform, mobile app, and Book Shout†	Included	Included	Included	Included	Included	Included	Included
Learning Outcomes	Included	Included	Included	Included	Included	Included	Included
Group Collaboration, Virtual Meeting and Conference Calling†	Included	Included	Included	Included	Included	Included	Included
MyDesire2Learn - Lifelong ePortfolio†	Included	Included	Included	Included	Included	Included	Included
Custom learning paths	Included	Included	Included	Included	Included	Included	Included
Analytics Essentials	Included	Included	Included	Included	Included	Included	Included
Course, content and file management tools for content management	Included	Included	Included	Included	Included	Included	Included
Data Storage*****	600 MB/FTE	600 MB/FTE	600 MB/FTE	600 MB/FTE	600 MB/FTE	600 MB/FTE	600 MB/FTE
Data Backup/Archive/Retrieval	Included	Included	Included	Included	Included	Included	Included
WCAG 2 level AA and section 508 compliant plus Gold Level NFB-NVA Certification (accessibility)	Included	Included	Included	Included	Included	Included	Included
1 D2L User's Conference Ticket	Included	Included	Included	Included	Included	Included	Included

Fees include annual maintenance for an Authentication Integration and Test Environment

* minimum commitment of 500 FTE

** annual subscription fees subject to a 5% annual increase

*** Silver, Gold and Platinum Support available for an additional fee (See Table Below)

**** Implementation includes:

- Open APIs (Web Services)
- SIS Integration (APIs)
- Test Environment
- Authentication Integration (SSO, LDAP, CAS, Shibb etc) Choose 1
- Customized branding, setup, and URL
- Course Migration

***** Data storage is calculated as the aggregate of all FTE storage. For example, for an institution that has paid for 1000 FTE the total aggregate storage is 600GB. Overage charges shall apply if Enterprise Customer uses more storage than allotted in the aggregate. Overage is \$8 per GB

† These mobile applications are freely available directly to users with acceptance of an applicable End User License Agreement

Such mobile applications can be enabled to use with the Integrated Learning Platform at the Enterprise Customer's option

Support Model	Bronze	Silver	Gold	Platinum
Availability	Cloud Clients	Cloud Clients	Cloud Clients	Cloud Clients
Percent of Annual Subscription Fees	Included in Offer 2	12%	15%	25%
Approved Support Contacts (ASC)	1	2	3	5
Incidents included	5/month	Unlimited	Unlimited	Unlimited
Group ASC	N/A	N/A	Included	Included
Telephone Incident Reporting (toll free*)	8am to 8pm	24x7x365	24x7x365	24x7x365 - Dedicated #
Technical Account Services	Included	Included	Included	N/A
Technical Account Management (Shared 1:10)	N/A	Optional	Optional	Included
Support Review Meetings	N/A	N/A	Semi Annual	Quarterly
Product Road Map Reviews	N/A	N/A	N/A	Semi Annual
Incident Reports	N/A	N/A	Included	Included
SLO Reports	N/A	N/A	Included	Included
Cloud Performance Dashboard	N/A	N/A	Included	Included
Root Cause Analysis Reporting	N/A	N/A	N/A	Included

Offer 3

Enterprise Capture Pricing	1	2	3	4	5	6	7
FTE Count*	up to 3999	4000-7999	8000-13999	14000-19999	20000-34999	35000-49000	50000+
Capture Enterprise License Fees†	\$ 8.00	\$ 5.00	\$ 4.25	\$ 3.75	\$ 3.25	\$ 2.75	\$ 2.00
Capture CS500	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00
Capture CS500 Station 3 year warranty	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00

* storage amount limited to 120MB per student

Standalone Capture Pricing	
# Capture Licenses	Annual Fee
1	\$ 2,200
5	\$ 11,000
10	\$ 22,000
25	\$ 54,900
50	\$ 109,700

Early Adopter Offer

Internet2 members that purchase offer 1 or 2 within 2014 will have receive an upgrade of our "White Glove" implementation Services within their fees
Internet2 members that purchase offer 3 within 2014 will receive a free 3 year extended warranty with the purchase of a Capture Station

EXHIBIT 4 to Schedule A

Notices

If to Service Provider:	Attention: Legal Department D2L Ltd. 715 St. Paul Street, Baltimore, MD, USA, 21202 +2311
With (copy) to:	Attention: Legal Department Desire2Learn Incorporated 151 Charles Street West, Suite 400, Kitchener, Ontario, N2G 1H6

EXHIBIT O-1

Internet2 Customer Agreement (excluding Other Service Provider NET+ Service Schedules)

See attached.

Internet2 Customer Agreement

This agreement (the or this "Agreement") is entered into and made effective as of [REDACTED], 20[REDACTED] (the "Effective Date") by and between the University Corporation for Advanced Internet Development d/b/a Internet2, a not-for-profit corporation ("Internet2"), and [REDACTED] ("Enterprise Customer") (Internet2 and Enterprise Customer hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, Internet2 has entered into and may be entering into additional business agreements with service providers (each, a "Service Provider") to provide Internet2 with the right to contract directly with Enterprise Customer to enable Service Providers to deliver certain services (each, a "NET+ Service") to Enterprise Customer (each such agreement between Internet2 and a Service Provider hereinafter referred to as an "I2 Service Provider Business Agreement"); and

WHEREAS, the Parties mutually desire to enter into this Agreement to enable Service Provider(s) to deliver to Enterprise Customer certain NET+ Services, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Documents Comprising Agreement. The general terms and conditions attached to this Agreement as Exhibit A (the "General Terms and Conditions"), all other exhibits attached to this Agreement and all Internet2 NET+ Service Schedules (as defined below), including all of the terms and conditions contained in such other exhibits and all Internet2 NET+ Service Schedules, are binding upon the Parties and are incorporated into and made a part of this Agreement.

2. The NET+ Services. The initial NET+ Service for which Enterprise Customer is by this Agreement contracting to receive from a Service Provider is set forth on Schedule A annexed to this Agreement and made a part hereof. Additional NET+ Services may be ordered by Enterprise Customer by the Parties annexing to this Agreement, for each additional NET+ Service, a separate schedule that is dated and duly signed by the Parties, lists the additional NET+ Service and contains any additional terms and conditions applicable thereto (Schedule A and each such additional schedule, including all attachments that are now or hereafter attached by the Parties to Schedule A or such additional schedules, are each an "Internet2 NET+ Service Schedule").

3. Term of this Agreement. The term of this Agreement (the "Customer Agreement Term") shall commence on the Effective Date and continue until the last day that any Service Provider is to provide Enterprise Customer with a NET+ Service pursuant to an Internet2 NET+ Service Schedule, unless earlier terminated in accordance with a Party's rights under this Agreement or by mutual written agreement of the Parties.

In witness whereof, the Parties have executed this Agreement as of the Effective Date.

ACCEPTED AND AGREED:

[REDACTED]

University Corporation for Advanced Internet
Development d/b/a Internet2

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

GENERAL TERMS & CONDITIONS

1. Applicability of General Terms and Conditions to Each NET+ Service; Definitions.

(a) The General Terms and Conditions shall apply on an individual basis to each NET+ Service that Enterprise Customer contracts for under the Agreement. Unless the context requires otherwise, when used with respect to a particular NET+ Service, "Service Provider" shall refer to the Service Provider that is providing such NET+ Service, "I2 Service Provider Business Agreement" shall refer to the I2 Service Provider Business Agreement between Internet2 and the Service Provider that is providing such NET+ Service, "Services" shall refer to the Services as defined in such I2 Service Provider Business Agreement; and "Other Deliverables" shall refer to any products, licenses, offerings or other deliverables of any kind, if any, that are not included in the definition of Services but that are provided by Service Provider to Enterprise Customer in connection with the I2 Service Provider Business Agreement or the Internet2 NET+ Service Schedule and are identified as "Other Deliverables" in the I2 Service Provider Business Agreement or the Internet2 NET+ Service Schedule. The Services and Other Deliverables shall collectively be referred to herein as the "Deliverables."

(b) Capitalized expressions contained in the Agreement shall have the meaning given in the I2 Service Provider Business Agreement, unless separately defined in the Agreement.

2. Services Term.

(a) The "Initial Services Term" during which Service Provider is to provide the Services to Enterprise Customer shall be three (3) years or longer, and shall be defined in the Internet2 NET+ Service Schedule. Unless otherwise terminated as provided for in the Agreement or the I2 Service Provider Business Agreement, the term during which Service Provider is to provide Services to Enterprise Customer shall automatically renew following the Initial Services Term for consecutive one (1) year periods (each a "Renewal Services Term") unless (i) either Party provides the other Party with notice of its intent not to renew the Initial Services Term or the then-current Renewal Services Term, as the case may be, at least three (3) months prior to the end of the Initial Services Term or the then-current Renewal Services Term, as the case may be; or (ii) any such automatic renewal is prohibited by "Governing Law" (as defined in Section 14(k)). Enterprise Customer represents that it has accurately identified in Exhibit B any restrictions imposed by Governing Law on the automatic renewal of agreements to which Enterprise Customer is a party.

(b) The Initial Services Term and all Renewal Services Terms are collectively referred to as the "Services Term." In addition, each twelve (12) month period (commencing on the first day of the Initial Services Term and thereafter commencing each anniversary of the first day of the Initial Services Term) during the Services Term is referred to herein as a "Contract Year."

3. Restrictions. To the maximum extent permitted under Governing Law and except as otherwise set forth in the Internet2 NET+ Service Schedule or the I2 Service Provider Business Agreement, Enterprise Customer shall not, directly or through others: (a) commercially exploit the Deliverables by marketing, licensing, selling, distributing,

or transferring the Deliverables to a third party; (b) disassemble, reverse engineer or decompile the Service Provider Software or any other software used by Service Provider to provide the Service Provider Platform, or prepare derivative works from any component of the Deliverables, or attempt to discover any portion of the source code or trade secrets therein; (c) sell, lend, rent, give, assign or otherwise transfer or provide access to the Deliverables; or (d) remove, obscure or alter any notice of copyright, trademark or other proprietary right appearing in or on any component of the Deliverables. For the avoidance of doubt, the restrictions contained above in this Section 3 shall not prohibit Enterprise Customer from marketing or distributing the Deliverables to potential Users subject to the terms of the Internet2 NET+ Service Schedule and the I2 Service Provider Business Agreement, or otherwise prohibit any actions or any use of the Deliverables expressly permitted under the Internet2 NET+ Service Schedule or the I2 Service Provider Business Agreement.

4. Pricing; Payment Terms.

(a) Enterprise Customer shall pay to the Invoicing Party, in U.S. dollars within thirty (30) days of the receipt of each invoice other than any reasonably disputed amounts as described in Section 4(b) below, the applicable fees due from Enterprise Customer to the Invoicing Party for the Deliverables ("Fee(s)").

(b) In the event of any disputed invoiced Fees that Enterprise Customer has a right to dispute and for which Enterprise Customer disputes in good faith, Enterprise Customer shall provide the Invoicing Party with written notice of the disputed amount within forty-five (45) days of invoice receipt and shall timely pay any undisputed portion of such invoice within thirty (30) days of receipt of such invoice. Enterprise Customer irrevocably and forever waives its right to dispute any invoiced Fees if it fails to provide written notice of the disputed amount within forty-five (45) days of the receipt of the invoice. Enterprise Customer shall cooperate in good faith with the Invoicing Party in an attempt to resolve any disputed invoice or portion thereof within forty (40) days of notice of dispute. Within thirty (30) days following the resolution of a dispute over an invoice or a portion thereof, Enterprise Customer shall pay to the Invoicing Party the resolved amount of Fees due the Invoicing Party.

5. Taxes. Enterprise Customer shall pay any federal, state, and local sales or use tax imposed or based on the Deliverables. Such taxes, if applicable, shall be separately stated on the Invoicing Party's invoices and reported and paid to appropriate governmental authorities by the Service Provider. If Enterprise Customer is legally entitled to an exemption from the payment of any taxes, Enterprise Customer shall promptly and timely provide the Invoicing Party with legally sufficient tax exemption certificates for each taxing jurisdiction for which it claims an exemption, naming Service Provider as the seller on each tax exemption certificate.

6. Disclaimers.

(a) OTHER THAN THE EXPRESS WARRANTIES (AND THEN AS TO SERVICE PROVIDER ONLY AND NO OTHER PERSON), IF ANY, SET FORTH IN THE I2 SERVICE PROVIDER BUSINESS AGREEMENT OR THE NET+ SERVICE SCHEDULE, NEITHER SERVICE PROVIDER NOR ANY OTHER PERSON PROVIDES ANY EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH OR UNDER THE I2 SERVICE PROVIDER BUSINESS AGREEMENT AND THE AGREEMENT, INCLUDING WITH RESPECT TO THE DELIVERABLES,

AND SERVICE PROVIDER HEREBY EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT, OR THE COMPLIANCE OF THE DELIVERABLES WITH ANY LEGAL, REGULATORY AND/OR OTHER REQUIREMENTS APPLICABLE TO ENTERPRISE CUSTOMER, EXCEPT AS OTHERWISE PROVIDED IN THE NET+ SERVICE SCHEDULE OR IN THE I2 SERVICE PROVIDER BUSINESS AGREEMENT. THESE DISCLAIMERS SHALL APPLY EXCEPT TO THE EXTENT, IF AT ALL, THAT GOVERNING LAW DOES NOT PERMIT THEM.

(b) FOR THE AVOIDANCE OF DOUBT, INTERNET2 IS NOT PROVIDING THE DELIVERABLES, OR ANY OTHER SERVICES, LICENSES, PRODUCTS, OFFERINGS OR DELIVERABLES OF ANY KIND, TO ENTERPRISE CUSTOMER IN CONNECTION WITH OR UNDER THE I2 SERVICE PROVIDER BUSINESS AGREEMENT AND THE AGREEMENT, AND THEREFORE INTERNET2 MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ALL WARRANTIES IN CONNECTION WITH OR UNDER THE I2 SERVICE PROVIDER BUSINESS AGREEMENT AND THE AGREEMENT INCLUDING WITH RESPECT TO THE DELIVERABLES AND ANY OTHER SERVICES, LICENSES, PRODUCTS, OFFERINGS OR DELIVERABLES, BOTH EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT, OR THE COMPLIANCE OF THE DELIVERABLES WITH ANY LEGAL, REGULATORY AND/OR OTHER REQUIREMENTS APPLICABLE TO ENTERPRISE CUSTOMER. THESE DISCLAIMERS SHALL APPLY EXCEPT TO THE EXTENT, IF AT ALL, THAT GOVERNING LAW DOES NOT PERMIT THEM.

(c) For the purpose of further clarification, and notwithstanding anything to the contrary express or implied in the Agreement, Enterprise Customer acknowledges that all references, representations, warranties and covenants made in the I2 Service Provider Business Agreement or the Agreement (including in any Exhibits attached hereto), whether express or implied, concerning in any way Service Provider and/or any of the Deliverables, are made by Service Provider alone and not by or in conjunction with Internet2. Enterprise Customer shall inform Users that the Deliverables are being provided by Service Provider.

7. Indemnification Procedure

Enterprise Customer shall promptly provide written notice of the existence of any Claim. Service Provider shall, to the extent consistent with Governing Law, be entitled to control and direct the defense or settlement of any such Claim at its own expense and with its own counsel. As a condition to the indemnity obligation of Service Provider set forth in the I2 Service Provider Business Agreement, Enterprise Customer shall provide Service Provider with reasonable assistance (at the expense of Service Provider) in connection with the defense or settlement of any such Claim, provided that (i) Enterprise Customer shall at all times have the right to participate in such defense at its own expense and with its own counsel; and (ii) Service Provider shall not settle such Claim without Enterprise Customer's prior written approval if the settlement terms admit fault on the part of the Enterprise Customer or require the Enterprise Customer to make any payment.

8. Limitation of Liability

(a) Notwithstanding anything to the contrary contained in this Agreement, in no event shall Internet2 have any liability to Enterprise Customer for any actions, omissions, representations or warranties of Service Provider (which also includes any Service Provider Contractors/Agents), including for any breach or alleged breach by Service Provider of, or any failure of Service Provider to fulfill any of its obligations under, the Agreement or the I2 Service Provider Business Agreement. In the event of any such breach or alleged breach by Service Provider of the Agreement or the I2 Service Provider Business Agreement, or any claims relating to any other actions, omissions, representations or warranties of Service Provider (which also includes any Service Provider Contractors/Agents), Enterprise Customer's sole remedy shall be to pursue a claim directly against Service Provider in respect thereof, and Enterprise Customer irrevocably and forever waives any right to bring any such claims against Internet2.

(b) TO THE EXTENT PERMITTED BY GOVERNING LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, WITH THE EXCEPTION OF THE LIABILITY OF SERVICE PROVIDER FOR A BREACH BY SERVICE PROVIDER OF ANY OF ITS OBLIGATIONS UNDER SECTION 8 OF THE I2 SERVICE PROVIDER BUSINESS AGREEMENT, NEITHER PARTY NOR SERVICE PROVIDER, NOR ANY OF ITS OR THEIR AFFILIATES, AGENTS OR CONTRACTORS, NOR ANY OF THE FOREGOING'S PARTNERS, PRINCIPALS, AGENTS, SERVANTS, PERSONNEL, OFFICERS OR DIRECTORS, SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES ARISING IN CONNECTION WITH THE AGREEMENT OR THE I2 SERVICE PROVIDER BUSINESS AGREEMENT. EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE, THE FOREGOING LIMITATION ON LIABILITY SHALL, HOWEVER, ALSO NOT BE APPLICABLE TO SERVICE PROVIDER'S INDEMNITY OBLIGATIONS UNDER THE I2 SERVICE PROVIDER BUSINESS AGREEMENT.

(c) To the extent permitted by Governing Law and except as otherwise provided in Section 8(d), the liability of each Party to the other under and/or in connection with the Agreement and the I2 Service Provider Business Agreement, and the liability of Service Provider to Enterprise Customer under the Agreement and the I2 Service Provider Business Agreement, in respect of any Section 5.4(c) Event shall, irrespective of the number of claims, actions, demands, suits or proceedings arising out of or related to a Section 5.4(c) Event be limited as set forth in this Section 8(c). In the case of Service Provider's liability to Enterprise Customer under the Agreement or the I2 Service Provider Business Agreement in respect of a Section 5.4(c) Event, Service Provider's liability shall be limited to the greater of (i) Five Thousand Dollars (\$5,000), and (ii) the amount that Enterprise Customer is required to pay the Invoicing Party under the Agreement for the applicable Services during the twelve (12) month period ending on the date of the occurrence of the applicable Section 5.4(c) Event. In the case of Internet2's liability to Enterprise Customer under the Agreement or the I2 Service Provider Business Agreement in connection with an Internet2 NET+ Service Schedule in respect of a Section 5.4(c) Event, Internet2's liability shall be limited to the greater of (i) Five Thousand Dollars (\$5,000), and (ii) the amount that Enterprise Customer is required to pay the Invoicing Party under the Agreement for the applicable Services during the twelve (12)

month period ending on the date of the occurrence of the applicable Section 5.4(c) Event. In the case of Enterprise Customer's liability to Internet2 under the Agreement in connection with an Internet2 NET+ Service Schedule in respect of a Section 5.4(c) Event, except for any Fees owed by Enterprise Customer to the Invoicing Party, Enterprise Customer's liability shall be limited to the greater of (i) Five Thousand Dollars (\$5,000), and (ii) the amount that Enterprise Customer is required to pay the Invoicing Party under the Agreement for the applicable Services during the twelve (12) month period ending on the date of the occurrence of the applicable Section 5.4(c) Event (the "Damages Cap"). The monetary limitations on liability contained in this Section 8(c) shall apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.

(d) Notwithstanding the foregoing, the monetary limitations on liability in Section 8(c) shall not apply as to such Party or Service Provider, as applicable: (1) to the indemnification obligations of Service Provider under Section 5.2 of the I2 Business Agreement; (2) to liability for damages caused by a Party's or Service Provider's gross negligence or willful misconduct; (3) to liability for personal injury or death caused by the negligence of a Party or Service Provider; (4) to fraudulent misrepresentation by a Party or Service Provider; (5) to violation by a Party or Service Provider of the other Party's or a Service Provider's Proprietary Rights; and (6) as to Service Provider, to any breach of Section 8 of the I2 Business Agreement by Service Provider. As to Enterprise Customer's exposure for liability, clauses (2) through (5) immediately above shall only apply to the extent such are permitted to apply under Governing Law, and without waiver of sovereign immunity, if applicable.

(e) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL ANY OF THE OFFICERS, TRUSTEES, DIRECTORS, PARTNERS, BENEFICIARIES, JOINT VENTURERS, MEMBERS, STOCKHOLDERS OR OTHER PRINCIPALS OR REPRESENTATIVES OF EITHER PARTY OR SERVICE PROVIDER, DISCLOSED OR UNDISCLOSED, THEREOF, EVER BE PERSONALLY LIABLE TO THE OTHER PARTY OR SERVICE PROVIDER (INCLUDING FOR DIRECT OR CONSEQUENTIAL DAMAGES), AND THE PARTIES AND SERVICE PROVIDER HEREBY IRREVOCABLY AND FOREVER WAIVE THE RIGHT TO RECOVER DAMAGES FROM ANY SUCH PERSONS. AS TO AN INDIVIDUAL PERSON, HOWEVER, THE FOREGOING SENTENCE OF THIS SECTION 8(e) WILL NOT APPLY TO AN INDIVIDUAL IN THE EVENT OF WILLFUL MISCONDUCT OR FRAUD BY SUCH INDIVIDUAL.

(f) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL INTERNET2 OR SERVICE PROVIDER HAVE ANY LIABILITY TO ENTERPRISE CUSTOMER FOR THE ACTS OR OMISSIONS OF ANY USERS.

(g) THE LIMITATIONS IN THIS SECTION 8 OF THESE GENERAL TERMS AND CONDITIONS APPLY REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTIES, OR ANY OTHER LEGAL THEORY, AND IRRESPECTIVE OF WHETHER ANY CLAIM THEREFOR IS MADE DURING OR AFTER THE CUSTOMER AGREEMENT TERM.

9. Proprietary Rights

(a) The Services are licensed and/or provided, and not sold, to Enterprise Customer. Service Provider reserves all rights in the Services not expressly granted to Enterprise Customer or its Users under the Agreement or in the I2 Service Provider Business Agreement, including all Proprietary Rights in the same. No title to or ownership of any Service Provider Software or Documentation of Service Provider is transferred to Enterprise Customer, who shall have the right to use the Service Provider Software and Documentation as permitted under the Agreement. For the avoidance of doubt, no title to or ownership of any Proprietary Rights of Enterprise Customer is being transferred to Service Provider or Internet2 under the Agreement, and no title to or ownership of any Proprietary Rights of Internet2 is being transferred to Service Provider or Enterprise Customer under the Agreement.

(b) As among Enterprise Customer, Internet2 and Service Provider, all rights, including all Proprietary Rights, in and to Enterprise Customer Data shall remain the exclusive property of Enterprise Customer. The Agreement does not give Service Provider or Internet2 any rights, implied or otherwise, to any data, content, or intellectual property of Enterprise Customer, except as may be expressly stated in the Agreement or the I2 Service Provider Business Agreement. The Agreement does not give Enterprise Customer any rights, implied or otherwise, to any data, content, or intellectual property of Internet2, except as may be expressly stated in the Agreement or the I2 Service Provider Business Agreement.

(c) Enterprise Customer shall comply with the requirements and limitations of the licenses from third party publishers concerning Enterprise Customer's Use of Third Party Software, to the extent such requirements and limitations are set forth in the applicable Internet2 NET+ Service Schedule.

10. Confidential Information.

(a) All Confidential Information shall be and remain the property of the Person whose Confidential Information it is. For purposes of this Section 10, as to Enterprise Customer's obligations, "Protected Entity" or "Protected Entities" shall mean Internet2 and Service Provider, and as to Internet2's obligations, "Protected Entity" or "Protected Entities" shall mean Enterprise Customer. Each Party shall use commercially reasonable efforts to prevent the disclosure of the Protected Entities' Confidential Information to third parties (but with respect to Internet2, for the purposes of this provision, Service Provider shall not be deemed a third party) by taking steps at least as protective as those the Party takes to protect its own Confidential Information. Each Party shall use the Protected Entities' Confidential Information only for purposes of fulfilling its obligations under the Agreement, shall notify any Protected Entity promptly upon discovery of any unauthorized use or disclosure of such Protected Entity's Confidential Information and in the case of any unauthorized use or disclosure, cooperate with the Protected Entity to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.

(b) Upon a Party's receipt of a Legal Request in respect to any Confidential Information of a Protected Entity, the Party receiving the Legal Request will attempt to redirect the requesting third party to the applicable Protected Entity to acquire any Confidential Information of such Protected Entity. If such redirecting efforts are unsuccessful, and provided that the Party receiving the Legal Request is not prohibited by

Governing Law from doing so, such Party will, prior to disclosure in response to the Legal Request, provide as much advance notice as possible to the applicable Protected Entity, which notice will include, to the extent permitted by Governing Law, a copy of the Legal Request received by that Party. The Party receiving the Legal Request will thereafter respond to the Legal Request on or around the last day permitted pursuant to the Legal Request except that if the Protected Entity has taken successful legal steps (e.g., motion to quash or motion for protective order) to delay, stop or limit the response to the Legal Request, the Party receiving the Legal Request will not respond until and unless required to do so, or will respond only to the extent required on or around the last day permitted pursuant to the Legal Request, whichever is applicable. Notwithstanding the foregoing, Enterprise Customer may respond to the Legal Request prior to the period on or around the last day permitted pursuant to the Legal Request, if deemed necessary by Enterprise Customer under the circumstances.

(c) The confidentiality obligations of Internet2 and Enterprise Customer set forth above in this Section 10 shall survive for a period of five (5) years after the expiration or earlier termination of the Internet2 NET+ Service Schedule, unless a longer period of time is required by Governing Law, and shall not be deemed to in any way limit any confidentiality obligations set forth in the I2 Service Provider Business Agreement. During such five (5) year period and continuing for a period of forty-five (45) days thereafter, upon written request of the disclosing Party, the receiving Party will return or destroy the Confidential Information of the Protected Entity without retaining any copies thereof, with any destruction confirmed in writing by the receiving Party.

11. Press Release; References

(a) To the maximum extent permitted by Governing Law, and except as provided in the next sentence with respect to Internet2 and in Section 11(b) below, neither of the Parties nor Service Provider shall have the right to make or issue, or otherwise intentionally cause to be made or issued, any public comments, public statements, press releases or the like, regarding this Agreement without the prior written consent of the other Party and Service Provider or, in the case of Service Provider, without the prior written consent of the Parties, provided, that, in either case, such prior written consent shall not be unreasonably withheld. Notwithstanding the foregoing, Internet2 shall have the right (i) to publicly disclose in a press release or public statement or otherwise that Enterprise Customer has agreed to receive the Services from Service Provider in connection with the "Internet2 NET+ Program," and (ii) in connection therewith, subject to Enterprise Customer's style guidelines, to display Enterprise Customer's supplied logo on the website of Internet2 and any marketing materials pre-approved in writing by Enterprise Customer.

(b) For the avoidance of doubt, Section 11(a) is not meant to (i) restrict Service Provider and Internet2's respective rights under Section 2.4 of the I2 Service Provider Business Agreement or Enterprise Customer's rights under Section 2.5 of the I2 Service Provider Business Agreement; or (ii) prohibit either Party from disclosing the contents of the Agreement (i.e., providing a copy of the Agreement) to any Person, as the Agreement is not confidential.

12. Termination

(a) If either Party commits a material breach or default in the performance of such entity's obligations under the

Agreement or, in the case of Enterprise Customer, Service Provider commits a material breach or default of its obligations, or fails to fulfill any of its obligations, under the Agreement or the I2 Service Provider Business Agreement, the aggrieved entity shall have the right to give the breaching or defaulting entity written notice of breach or default, including a statement of the facts relating to the material breach or default. If the material breach or default is not cured within forty-five (45) days (or twenty (20) days in the event the material breach or default is non-payment) after the breaching or defaulting entity's receipt of such notice (or such later date as may be specified in such notice), the aggrieved non-defaulting entity, at its option, shall have the right to elect to terminate any or all of the applicable Internet2 NET+ Service Schedules to which the material breach or default relates, on written notice to the other entities at any time thereafter while the breach or default remains uncured.

(b) Each Party shall have the right to terminate the Agreement in whole or in part by giving the other a written notice of termination in the event: (i) the other Party becomes insolvent or makes a general assignment for the benefit of creditors; (ii) a petition under the Bankruptcy Code is filed by the other Party; or (iii) a petition under the Bankruptcy Code is filed against the other Party and the other Party has not secured a dismissal of such petition within sixty (60) days after the petition is filed against the other Party.

(c) If the I2 Service Provider Business Agreement terminates or expires, all obligations of Internet2 in respect of the I2 Service Provider Business Agreement under the Agreement (including under the corresponding Internet2 NET+ Service Schedule), other than Internet2's confidentiality obligations, shall immediately cease and the corresponding Internet2 NET+ Service Schedule shall be deemed to immediately terminate. Notwithstanding the foregoing, if the I2 Service Provider Business Agreement is terminated by Internet2 pursuant to Section 6.3 of the I2 Service Provider Business Agreement, Enterprise Customer shall continue to use and pay for the Services for the agreed upon term(s) in this Agreement pursuant to a separate agreement that shall be entered into between Service Provider and Enterprise Customer in substantially the same form as the Agreement (and including the operative terms from the I2 Service Provider Business Agreement), at the then current rates in effect for Enterprise Customer under the Agreement, with no rate increase for at least a period of time that is equal in duration to the greater of (i) what would otherwise be the balance of the then current Contract Year; or (ii) what is required under either the I2 Service Provider Business Agreement or the Agreement.

(d) Whenever a Party has an express right to terminate any Internet2 NET+ Service Schedule(s), unless expressly stated otherwise, such Party shall not incur any liability to the other Party or Service Provider solely as a result of such termination. Notwithstanding anything to the contrary contained in any Internet2 NET+ Service Schedule, the termination of the Agreement shall, without limitation, cause all Internet2 NET+ Service Schedules to be terminated as of the date of termination of the Agreement. No refunds (including any pro rata refunds) will be provided in connection with any termination unless, and then only to the extent, Internet2 receives a corresponding refund from a Service Provider in connection with such Enterprise Customer.

(e) Upon termination of any Internet2 NET+ Service Schedule for any reason, any and all liabilities accrued prior to the Effective Date of the termination shall survive.

13. Data Transfer upon Termination or Expiration.

(a) No later than three (3) business days prior to the expiration or earlier termination of the Services Term, Enterprise Customer shall contact Service Provider and inform Service Provider whether to disable Enterprise Customer's Account(s) and promptly Securely Delete the Enterprise Customer Data, or (ii) retain Enterprise Customer Data in Enterprise Customer's Account(s) (the account features and functionality of which shall then be limited to data retrieval features and functionality) for the Retention Period so that Enterprise Customer may extract the data using the Service Provider API, or if Enterprise Customer elects to not utilize the API, it may also extract the data in any other reasonable manner.

(b) If Enterprise Customer does not make an election under Section 13(a) of these General Terms and Conditions in a timely manner (i.e., if Enterprise Customer fails to make an election under Section 13(a) at least three (3) business days prior to the expiration or earlier termination of the Services Term), Enterprise Customer shall not be deemed in breach of the Agreement and Enterprise Customer shall be deemed to have elected option (ii) under Section 13(a) such that Service Provider shall retain the Enterprise Customer Data in accordance with option (ii) under Section 13(a). If Enterprise Customer elects or is deemed to elect, option (ii) under Section 13(a) of these General Terms and Conditions and requires the assistance of Service Provider in connection therewith, Enterprise Customer shall reimburse Service Provider for any applicable reasonable costs.

(c) On the Deletion Date, Service Provider shall disable the applicable Enterprise Customer's Account(s) and Securely Delete the Enterprise Customer Data. Commencing on the Deletion Date, Enterprise Customer shall not be able to extract the Enterprise Customer Data from Enterprise Customer's Account(s).

14. Miscellaneous.

(a) **Recitals.** The recitals set forth on page 1 of the Agreement are by this reference incorporated into and made a part of the Agreement.

(b) **Priority.** The provisions of the Agreement shall be treated in the following order of precedence in the event of any conflict: (1) the provisions contained in an Internet2 NET-Service Schedule; (2) the provisions contained in the General Terms and Conditions; (3) the provisions contained in the main body of the Agreement.

(c) **Terms of Service.** Access and use of the Service Provider Platform and Service Provider Software by a User is contingent upon such User complying with the Terms of Service.

(d) **Mutual Representations and Warranties.** Each Party represents and warrants to the other that (i) the Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (ii) no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of the Agreement except, with respect to Internet2, from Service Provider to the extent required by the I2 Service Provider Business Agreement; and (iii) the execution, delivery and performance of the Agreement does not violate the terms or conditions of any other agreement to which it is a Party or by which it is otherwise bound.

(e) Contractual Relationship.

(i) The Parties are entering into the Agreement as independent contracting parties. The Agreement shall not be construed to create an association, agency relationship, joint venture or partnership between the Parties or between either of the Parties and Service Provider or to impose any partnership liability upon any Party or Service Provider. No officer, director, employee, Affiliate, agent or subcontractor retained by Service Provider to perform work on Enterprise Customer's behalf under the Agreement shall be deemed to be an employee or agent of Internet2 or Enterprise Customer.

(ii) Service Provider shall be deemed a third party beneficiary of the Agreement with respect to Enterprise Customer only (and not with respect to Internet2), and then with respect to Enterprise Customer, only in connection with enforcing the obligations of Enterprise Customer under, and being able to bring claims against Enterprise Customer under, the Agreement. Therefore, without limiting any of Internet2's rights (including its rights to bring a claim based on a breach or alleged breach of the Agreement by Enterprise Customer), in the event of a breach or alleged breach of the Agreement by Enterprise Customer, Service Provider shall have the right to assert and pursue claims for breach of contract directly against Enterprise Customer, subject to the other terms and conditions of the Agreement. Enterprise Customer shall be deemed a third party beneficiary of the I2 Service Provider Business Agreement to the extent set forth therein. As a result, Enterprise Customer shall have the right to enforce the terms of the I2 Service Provider Business Agreement against Service Provider, subject to the other terms and conditions of the Agreement. Enterprise Customer hereby forever waives and relinquishes in favor of Internet2, and agrees not to assert, any claim it may have against Internet2 under or in connection with or arising out of the I2 Service Provider Business Agreement (including any third party beneficiary claim against Internet2 in connection with the I2 Service Provider Business Agreement). If the foregoing waiver by Enterprise Customer is held to be invalid under Governing Law by a court of competent jurisdiction, then, Internet2's liability to Enterprise Customer in connection with any such claim shall nevertheless be subject to the limitations as set forth in Section 8(c) above.

(iii) Internet2 shall have the right to use Internet2 Contractor/Agents to perform any of its obligations or to act on behalf of Internet2. All actions of Internet2 Contractor/Agents in connection with the Agreement are attributable to Internet2 for all purposes under the Agreement. For the avoidance of doubt, Service Provider (which includes Service Provider Contractor/Agents) are not considered to be Internet2 Contractor/Agents for purposes of this Agreement. Enterprise Customer shall have the right to use independent contractors, subcontractors, or other non-employees ("Enterprise Customer Contractor/Agents") to perform any of its obligations or to act on behalf of Enterprise Customer. All actions of Enterprise Customer Contractor/Agents in connection with the Agreement are attributable to Enterprise Customer for all purposes under the Agreement.

(iv) Enterprise Customer shall not be deemed a third party beneficiary under any Network Services Agreement between Internet2 and Service Provider or under any Colocation Agreement between Internet2 and Service Provider. Neither Service Provider nor Internet2 shall have any liability to Enterprise Customer arising out of, and Enterprise Customer irrevocably and forever waives any and all rights to bring any claim, action, demand, suit or proceeding of any kind against Service Provider or Internet2 arising out of, any Network Services Agreement, or any Colocation Agreement, between Service Provider and Internet2.

(f) **Notices.** Any notice or other communication under the Agreement given by any Party or Service Provider to the others shall be in writing and shall be effective upon delivery when: (i) delivered in person; or (ii) sent via email for such Party or Service Provider with a confirmation telephone call, in each case specifically referencing a notice given under the Agreement, provided, however, that a copy of any notice asserting a material breach or default or terminating the Agreement shall also be delivered in writing by overnight courier. All notices shall be addressed as set forth in Exhibit C (or to such changes of address of which one Party or Service Provider notifies the others in accordance with the foregoing).

(g) **Non-waiver.** The failure of either Party to insist upon or enforce strict performance of any of the provisions of the Agreement or to exercise any rights or remedies under the Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same shall remain in full force and effect.

(h) **Assignment.** Except as provided in the next sentence, neither Party nor Service Provider shall directly, indirectly, by operation of law or otherwise assign all or any part of the Agreement or its rights hereunder or transfer its obligations hereunder. Notwithstanding the foregoing, each Party and Service Provider shall have the right to assign or transfer all of its rights or obligations under the Agreement (i) to an Affiliate or (ii) in connection with a merger or a sale of all or substantially all of its assets or stock (and then only to the merged or purchasing entity), provided that in the event of assignment under either (i) or (ii), such assignee/transferee agrees to be bound by the terms and conditions of the Agreement. Any assignment or delegation to the contrary shall be deemed void from inception. Subject to the foregoing restrictions, the Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the Parties and Service Provider and their respective successors and permitted assigns. This Section 14(h) is not intended to limit either Party's rights or obligations under Section 14(e)(iii) of these Terms and Conditions or Service Provider's or Internet2's similar rights under the I2 Service Provider Business Agreement.

(i) **Integration.** The Agreement, including all Exhibits and Schedules which are attached to the Agreement (including this Exhibit A) and incorporated herein by this reference, together with any other Exhibits and Schedules which may hereafter be attached hereto in accordance with the terms of the Agreement, and all applicable terms of the I2 Service Provider Business Agreement in effect on the date the NET+ Service Schedule is executed, constitutes the entire agreement, and supersedes any and all prior agreements, whether written or oral, between the Parties with regard to the subject matter hereof. The Agreement shall not be amended or modified except by a writing signed by both Parties. Headings used herein are for convenience only and shall not have any separate legal effect. For the avoidance of doubt, and without limiting the foregoing, notwithstanding anything to the contrary in any "Enterprise Customer Purchase Order" (as defined below), no terms or conditions of any order or similar type of document submitted by an Enterprise Customer in connection with the Agreement or a NET+ Service Schedule, or the subject matter therein ("Enterprise Customer Purchase Order") will have the effect of adding to, modifying or deleting any of the terms of the Agreement, or otherwise altering the obligations or rights of the Parties or Service Provider as set forth in the Agreement or the I2 Service Provider Business Agreement unless such Enterprise Customer Purchase Order is signed by Internet2 and this provision 14(i) is expressly referenced and waived by Internet2,

and then only to the extent expressly waived therein, in which event any addition, deletion or other modification to the Agreement will only be as expressly set forth in such Enterprise Customer Purchase Order executed by Internet2 and then only to the extent expressly waived by Internet2 therein.

(j) **Severability.** If any provisions of the Agreement shall be conclusively determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the Agreement shall not be affected thereby and shall remain in full force and effect.

(k) **Governing Law; Dispute Resolution.** The Agreement and the rights and obligations of the Parties and Service Provider hereunder shall be governed by the law of the state in which Enterprise Customer's main campus is located ("Governing Law"), without reference to choice of law principles. Any disputes arising out of or related to the Agreement shall be brought only in courts of competent jurisdiction in the state in which Enterprise Customer's main campus is located, following good-faith efforts by the Parties and, if applicable, Service Provider, to negotiate a resolution; and, Enterprise Customer, Internet2 and Service Provider hereby submit to the sole and exclusive jurisdiction of such courts waiving the objection to the propriety or convenience of such venues.

(l) **Survival.** The provisions of the Agreement that by their nature are continuing shall continue in full force and effect and shall bind the parties beyond any termination, cancellation or expiration of the Agreement, except as prohibited by Governing Law.

(m) **Force Majeure.** In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under the Agreement due to any cause beyond the reasonable control of the Party invoking this provision, the affected Party's performance shall be temporarily excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence; provided, that the affected Party resumes performance as soon as it is reasonably able to do so and that the affected Party (i) provides the other Party prompt notice of the nature and expected duration of the event, (ii) uses commercially reasonable efforts to address and mitigate the cause and effect of such event, (iii) provides periodic notice of relevant developments, and (iv) provides prompt notice of the end of such event.

(n) **No Drafting Presumption.** Each Party acknowledges that it and its counsel have been given an equal opportunity to review the terms and conditions of the Agreement and agrees that the Agreement shall not be construed either in favor of or against either Party or Service Provider by virtue of the extent of the Parties' or Service Provider's involvement in preparing or reviewing the Agreement.

(o) **Good Faith.** The Parties and Service Provider shall act in good faith with respect to each provision of the Agreement and any dispute that may arise related hereto.

(p) **Counterparts; Signature by Electronic Means.** The Agreement, including each Internet2 NET+ Service Schedule, may be signed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one single agreement between the Parties. A signature delivered by electronic means, facsimile, or a PDF shall be considered an original for purposes of the Agreement.

(g) SERVICE PROVIDER IS HEREBY DESIGNATED AS A "SCHOOL OFFICIAL" BY ENTERPRISE CUSTOMER, AS SUCH TERM IS USED IN SECTION 8.2(a) OF THE I2 SERVICE PROVIDER BUSINESS AGREEMENT.

EXHIBIT B

Restrictions imposed by Governing Law on the automatic renewal of the Agreement

EXHIBIT C

Notices

If to Service Provider:	See Exhibit 4 of Schedule A of the applicable Internet2 NET+ Service Schedule
With (copy) to:	See Exhibit 4 of Schedule A of the applicable Internet2 NET+ Service Schedule
If to Enterprise Customer:	[Complete]
With (copy) to:	[Complete]
If to Internet2:	UCAID/Internet2 1000 Oakbrook Drive, Suite 300 Ann Arbor, MI 48104 Attn: James A. Pflasterer, CFO E-mail: japflasterer@internet2.edu
With (copies) to:	UCAID/Internet2 1150 18th St NW Washington, DC 20036 Attn: John S. Morabito, Esq. Vice President of External Relations and General Counsel and Arent Fox LLP 1717 K Street, NW Washington, DC 20036 Attn: Alan G. Fishel, Esq.

EXHIBIT P

Qualified Person

Following are the Qualified Persons eligible to receive the benefits, products, or Services of this Agreement.

☒ Persons mutually agreed to by the Parties as identified below:

 X Internet2 Higher Education Members only

EXHIBIT Q

Internet2 NET+ Partner Net+ Service Schedule

To be attached by the Parties when mutually agreed to by the Parties

EXHIBIT Q-1

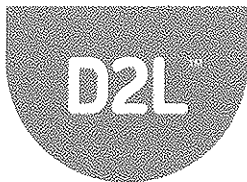
Internet2 NET+ Partner Customer Agreement

To be attached by the Parties when mutually agreed to by the Parties

EXHIBIT R

Quarterly Internet2 Administrative Fee

1. Within thirty (30) days following the end of each calendar quarter during the Term of this Agreement and thereafter as necessary (i.e., the final payment shall be due thirty (30) days after the termination of this Agreement), Service Provider shall pay Internet2 the "Quarterly Internet2 Administrative Fee" (as defined below) for the Total Amounts received by Service Provider in the preceding such calendar quarter.
2. For each calendar quarter (or partial calendar quarter) throughout the Term of this Agreement, the "Quarterly Internet2 Administrative Fee" shall equal two (2%) percent of Annual Subscription Fees Per FTE (identified in Exhibit E) received by or on behalf of Service Provider (including any Affiliate or designees of Service Provider) during such calendar quarter, exclusive of any amounts for taxes that are included in such Annual Subscription Fees Per FTE.
3. Within 30 days prior to the first anniversary of the Effective Date, the Parties agree to review all sales made under this Agreement for the purpose of revising Internet2's cost recovery plan. If the then current Quarterly Internet2 Administrative Fee is deemed insufficient to cover all of Internet2's cost within 24 months, the Parties agree to increase the Quarterly Internet2 Administrative Fee appropriately to enable Internet2 to recover such costs.
4. Once per year, within 30 days of anniversary of the Effective Date, Service Provider and Internet2 shall re-evaluate the Quarterly Internet2 Administrative Fee.
5. Any savings resulting from a mutually agreed reduction in the Quarterly Internet2 Administrative Fee shall be passed on to the Enterprise Customer.



ORDER FORM

Order # 01191299

D2L Ltd.

500 York Road
Towson, MD 21204
Phone: 1-519-772-0325

ORDER DATE APRIL 28, 2016
ORDER EXPIRATION DATE MAY 27, 2016

TO South Dakota Board of Regents ("Client")
306 E Capitol Avenue, Suite 200
Suite 20
Pierre, SD, United States 57501-2545

RE: FUSION 2016 pass

Order Effective Date	April 27, 2016
Order End Date	May 31, 2016
User Model	FTE
Currency	\$ USD

Pricing Breakdown

Item	Transition Period
Pricing Period	April 27, 2016 - May 31, 2016
Fees Due	April 27, 2016
User Count	100
Total	\$0.00

Pricing does not include applicable taxes.

Pricing Details

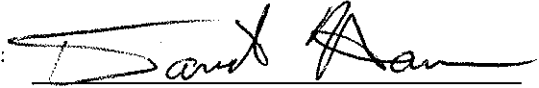
PRODUCT INCLUDES
Fusion 2016 Ticket

SPECIAL TERMS AND CONDITIONS
N/A

This Order Form between D2L and Client is governed by the terms of the applicable signed agreement between the Parties ("Governing Agreement"), and may be accepted as a binding agreement under the Governing Agreement provided that (a) it is signed and returned, or (b) a valid Purchase Order ("PO") referencing D2L's Order # above is provided. Unless otherwise indicated on this Order Form, all other terms of the Governing Agreement remain in full force and effect. No modifications to this Order Form or supplemental terms provided on a PO or similar document will have any binding effect.

This Order Form is valid up to and inclusive of the Order Expiration Date. D2L reserves the right to accept or reject any PO or signed Order Form after the Expiration Date.

To accept this Order Form, sign here:



Print Name:

David Hansen

Date:

5/26/16

THE INDIVIDUAL SIGNING IS AUTHORIZED TO BIND CLIENT.



NET+ Desire2Learn Application

Please complete the following table and provide the requested information to participate in the NET+ Desire2Learn offering

Educational Institution Information			
Dun & Bradstreet (DUNS #)			
Federal Identification Number (FEIN#)			
	Name	Phone Number	Email
CIO or equivalent			
Billing Contact			
Technical Contact			
Customer Support Contact			
Administrative Contact			
Legal Contact			

South Dakota Board of Regents

**A REQUEST FOR PROPOSAL (RFP)
for
South Dakota Board of Regents
Learning Management System**

Date: March 27, 2007

**Proposals must be submitted
no later than 12:01 p.m. CST
April 23, 2007**

**Get information on RFP process at:
<http://www.sdbor.edu/euc/lms>**

For further information regarding this SDBOR LMS RFP, see the Web site:
<http://www.sdbor.edu/euc/lms> or contact

Joshua M. Riedy
SDBOR LMS RFP Facilitator
306 E Capitol Ave, Suite 200
Pierre, SD 57501
Phone: 605-773-3455
Fax: 605-773-3043
E-mail joshuar@sdbor.edu

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REQUEST FOR PROPOSAL (RFP) FOR LEARNING MANAGEMENT SYSTEM (LMS)

1. BACKGROUND INFORMATION

The South Dakota Board of Regents System (SDBOR) is comprised of six four-year state universities and three Higher Education Centers. The South Dakota Board of Regents has constitutional authority to govern the system of public higher education in the State of South Dakota. Supported by an Executive Director and staff, the Board provides leadership and sets policies for the programs and services delivered through its six universities and three Higher Education Centers. The Office of the Executive Director is located at 306 East Capitol Ave, Suite 200, Pierre, SD 57501-2545, (605) 773-3455 (info@sdbor.edu). The SDBOR serves approximately 24,000 students annually in credit-based courses and produces about 4,916 graduates a year. For information on degree and certificate programs offered and student program completions for fiscal year 2005-2006 in South Dakota's public and private postsecondary educational institutions, see <http://www.sdbor.edu/publications/documents/092706FallEnrollment.pdf>.

The South Dakota Board of Regents' Electronic University Consortium (EUC) <http://www.sdbor.edu/euc> provides a central source of information about online distance learning courses that are available to students and is a collaborative effort of the colleges and universities of the SDBOR.

1.1 Online Learning History

The SDBOR is requesting proposals for a learning management system (LMS) to encourage and support instructors engaged in technology-enhanced learning and to enable more instructors to develop Web-enhanced and fully on-line courses. The SDBOR seeks to continue to provide online learning opportunities for both instate and out-of-state residents. A large percentage of the instructors and staff are currently using the web for online and web-enhanced classes or other instructionally-related activities. Over the past six years, SDBOR institutions have primarily used Web CT in support of online learning.

In 2005-2006, SDBOR institutions served over 14,000 students who were engaged in distance education using an online component for academic credit using vendor-supplied LMS products with a much larger percentage of students enrolled in web-enhanced courses. At that time 1400 Internet only sections were offered, with 13,452 Internet only course registrations, and 38,078 Internet only credit hours. 28 programs, minors, and certificates can currently be completed by distance education. Enrollment in Internet-based courses has increased by 85.1% since the academic year of 2003-2004. As the use expands, the potential number of students participating in online and Web-enhanced courses at SDBOR institutions could exceed several thousand per year.

The SDBOR is involved in collaborative and innovative efforts to promote the effective use of technology in teaching and learning. Students can take courses from multiple campuses declaring the degree-granting institution as the home campus. The EUC has promoted and facilitated pilot programs in both faculty and online course development. The SDBOR uses one library system (ALEPH) and one administrative system (Datatel).

In addition, the SDBOR works together with the public PK - 12 communities to support and promote online technologies that benefit all constituencies.

1.2 Definitions

For purposes of this RFP, the following terms will have the meaning given below:

1.2.1 Course Development: For purposes of identifying functionality in this RFP, "course development" refers to the tools (core features) that enable an instructor to build his or her own Web-enhanced or fully on-line courses.

1.2.2 Institution/Campus: A SDBOR "institution" is an identified public college, university or public university center in South Dakota. A "campus" may range in size from several hundred to over twelve thousand students and may include a virtual campus. Total higher education entities currently consist of six public universities and three higher education centers. Access to the most recent enrollment information can be obtained by going to <http://www.sdbor.edu/publications/documents/092706FallEnrollment.pdf>.

1.2.3 Higher Education Center: A higher education center is a university center which offers college-level classes to students through classes offered at major metropolitan areas within the state. The Centers allow students to take university classes without traveling to the campus.

1.2.4 Learning Management System (LMS): A "Learning Management System" also known as a "Course Management System" is a general term used in this RFP meaning a software package that includes learner tools (communication tools, productivity tools, and student involvement tools) and support tools (administration tools, course delivery tools, and curriculum design tools) that enable the delivery of on-line learning. All proposals will offer core features specifically related to "course development" and the capability of interfacing with Colleague (Datatel) which is currently in use within the state.

1.2.5 South Dakota Board of Regents System (SDBOR): The South Dakota Board of Regents System (SDBOR) is comprised of six four-year state universities, three Higher Education Centers and the Office of the Executive Director located in Pierre, SD.

1.2.6 Respondent: This document uses the term "respondent" to invite responses from vendors or businesses involved in the development and marketing of LMS products. However, the use of "respondent" in this RFP specifically also intends to welcome responses from non-profit organizations, other organizations who have developed LMS products, "open source" organizations, consortia, or any combination of these or other entities that may not fit the more conventional use of the term "vendor." The word "vendor" may appear in some of the sample attachments. All respondents will be required to comply with state/legal requirements.

2. Project Overview, Goals, and Objectives

2.1 Project Overview

The SDBOR welcomes innovative solutions that may involve partnerships with vendors, consortia, educational institutions (including SD PK – 20 institutions), non-profits, funding agencies, and/or corporate entities that furnish and support LMS products in which the source is open source or otherwise in the public domain as long as the proposed product meets the specifications of this RFP.

2.1.1 Consortium of Respondents and Subcontractors

The SDBOR welcomes proposals involving a consortium of respondents; however, one respondent must function as a single point of contact and be accountable for the satisfactory performance of all other participating respondents. All participating subcontractors must abide by all SDBOR policies and procedures and relevant state laws. Respondents may engage other entities on a subcontractor basis to provide portions of the solution. Any respondent may submit a proposal including such a partnership, and that respondent shall be responsible for all performance and compliance with requirements of this RFP and other conditions of contract reached by negotiation.

2.1.2 Selection Process

Selection of respondent finalists shall be based on the SDBOR evaluation of responses. While respondents must respond to SDBOR pricing specifications, they are also encouraged to offer additional alternative pricing strategies. The SDBOR intends to enter into a master contract with a selected respondent. This contract will contain all the terms and conditions required by this RFP, as well as further terms and conditions negotiated between the SDBOR and the selected respondent.

2.1.3 Right to Cancel

This request for proposal does not obligate the SDBOR to complete the proposed project. The SDBOR reserves the right to cancel the solicitation at any time, if it is considered to be in its best interest.

2.2 Project Goals

A Learning Management System (LMS) Task Force was formed under the sponsorship of the South Dakota Electronic University Consortium (EUC) and the Academic Affairs Council (AAC) in the spring of 2006 to begin discussion on future LMS product(s) by seeking input from a wide range of LMS stakeholders. This RFP is a product of these efforts. See recommendations of this task force in Appendix A.

In particular, the recommendations of this task force addressed the following goals of the South Dakota Electronic University Consortium (<http://www.sdbor.edu/euc/mission.htm>).

- Create a convenient, integrated “one-stop” statewide student services website and single point-of-contact for electronic information and access to statewide distance education from the six universities;
- Provide statewide distance education information to the citizens of South Dakota and beyond;
- Manage curriculum investment and development across institutions, maximizing resources while eliminating duplication costs;
- Coordinate delivery of statewide distance education courses, programs and certificates;
- Ensure statewide distance education quality through course and program review and assessment; and
- Facilitate identification of courses and programs needed for state economic development and job skills for the citizens of South Dakota.

2.3 Project Objectives

The SDBOR is seeking both an immediate and longer-term solution that will meet the online learning needs of SDBOR students, instructors, and staff. The SDBOR LMS system must support a range of applications for supplementing traditional classroom instruction, integrating online and face-to-face instruction, and delivering totally online courses and programs.

The solution must be cost effective, must address the need to migrate existing content, and provide training for instructors, staff and students. It is fundamental that any solution is easily maintained and integrated with other academic and administrative systems.

The proposed solution should accommodate the full range of content from purely textual to multimedia and laboratory simulations. Instructional and pedagogical design is the responsibility of instructors; therefore, the successful solution shall support and not limit a wide variety of instructional approaches.

The solution must acknowledge that instructors will range from those experienced in Web-based instruction to those who are new to this method of teaching. It should be able to accommodate the differences in needs and demands of these different groups of users. The LMS must be easy-to-use for new users and must provide tools, directly or through integration with other software, to meet the expanding needs of more experienced instructors.

Any proposed solution should meet the evaluation criteria listed in **Section 6**.

3. PROCEDURES FOR RESPONDING

This document, including attachments, constitutes a formal Request for Proposal (RFP) and is a competitive procurement. Therefore, the respondent must carefully follow the instructions herein in order to be considered fully responsive to the RFP. The South Dakota Board of Regents (SDBOR) reserves the right to reject a proposal that is determined to be incomplete or which does not follow the required structure and format. However, when such statements are innocent or inadvertent in the opinion of the SDBOR, the SDBOR further reserves the right to waive them as informalities.

3.1 Calendar of Events:

Listed below are specific and estimated (est.) dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the SDBOR. In the event that the SDBOR finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP on the LMS RFP web site <http://www.sdbor.edu/euc/lms>, (see section 3.16). There may or may not be a formal notification issued for changes in the estimated dates and times.

March 27, 2007 (Tuesday): RFP released.

April 9, 2007; 5 p.m., CST (Monday): Deadline for vendors to inform by email of intent to submit proposal to SDBOR LMS RFP Facilitator joshuar@sdbor.edu.

April 13, 2007 (Friday): Last day for submitting written inquiries to be sent electronically to joshuar@sdbor.edu. All inquiries indicating name of inquirer with written responses by the SDBOR LMS Task Force will be posted in a Q&A on the SDBOR RFP website.

April 23, 2007 by 12:01 p.m., CST (Monday): RFP response deadline.

April 23, 2007 by 12:01 p.m., CST (Monday): Edutools site updated.

April 24-27, 2007: Decision-making by the SDBOR LMS Task Force to reduce vendors to the finalists.

May 4, 2007 (Friday): Vendors informed of finalist status both by email and phone message to vendor- indicated recipient.

May 7-18, 2007: Vendor question period for finalists. These questions can be submitted by email to Josh Riedy, RFP Facilitator.

May 24-25, 2007: Vendor demonstrations in person at designated site(s).

April 23 to May 24, 2007: Vendor demonstration sites and faculty information sites opened for SDBOR faculty, staff and student evaluation.

May 28, 2007: Draft LMS Task Force recommendation.

May 29, 2007 (Tuesday): SDBOR LMS Task Force recommendation to SDBOR LMS Steering Committee.

June 5, 2007 (Tuesday): Contract negotiated and SDBOR LMS Steering Committee recommendation to the COPS.

June 12, 2007 (Tuesday): COPS consideration and recommendation to the SDBOR.

June 28-29, 2007: Consideration by the South Dakota Board of Regents.

3.2 Costs Incurred by Respondent

All costs incurred in responding to this RFP will be borne by the respondent.

3.3 Alteration in Proposals

Proposals made in pencil shall be rejected. Alterations in cost figures shall be rejected unless initialed in blue ink by the person responsible for or authorized to make decisions as to the quoted price. Proof of authorization shall be provided upon request. The use of “white out” is considered an alteration.

3.4 Submitting the Proposal

Respondent’s response to this Request for Proposal (RFP) must be sent to and received at the following address no later than **12:01 p.m. on April 23, 2007 CST** as indicated by the time and date stamped on each response package showing the hour and date received. Please send by UPS or FedEx.

Please submit to:

Joshua M. Riedy
Academic Director, Electronic University Consortium
South Dakota Board of Regents
306 East Capitol Ave
Suite 200
Pierre, SD 57501-2545
(605) 773-3455
joshuar@sdbor.edu

Proposals must be received in the above office by the specified time stated above. All proposals will be time-stamped as accepted by the South Dakota Board of Regents. Proposals not so stamped will not be accepted. Receipt of a proposal by any other SDBOR office than the one stipulated does not constitute receipt of a proposal by the South Dakota Board of Regents office, for purposes of this RFP. **Late proposals will not be considered.** Responses received after the proposal deadline will be returned COD to the Respondent unopened. Fax and e-mail responses will not be considered. It is the respondents sole responsibility to ensure proposals are delivered to the office indicated above by the specified time.

Submit an original and ten (10) hard copies and one (1) electronic copy of the General Proposal. Any supplemental software should be included on CD-ROM or available to SDBOR staff via download. An authorized member of the company must sign the original copy of the General Proposal in **blue ink**. Proof of authority of the person signing shall be furnished upon request. In addition, the SDBOR may request electronic copies of proposals during the evaluation process.

Submit an original plus three (3) hard copies and one (1) electronic copy of the Cost Proposal in a separate sealed package. The Cost Proposal is also due to the addressee on the

due date and time noted above. An authorized member of the company must sign the original copy of the Cost Proposal in **blue ink**.

To ensure confidentiality of the documents, all proposals must be packaged, sealed, and show the following information on the outside of the package:

- Respondent's name and address
- Request for proposal title: (**General Proposal, SDBOR LMS RFP**) or Request for proposal title: (**Cost Proposal, SDBOR LMS RFP**)
- Proposal deadline date and time: (April 23, 2007 by 12:01 p.m., CST)

3.5 Confirmation of Submission

Immediately after submitting responses, respondents must send an email message to the SDBOR LMS RFP Facilitator Joshua Riedy, (joshuar@sdbor.edu), indicating that the proposal has been sent and requesting confirmation by return email upon receipt. It is the respondent's responsibility to confirm in this way receipt of the proposal in advance of the posted deadline.

3.6 Proposal Binding

Proposals should be typed and submitted on 8.5 by 11-inch paper. To facilitate the efficient, objective, and uniform review of proposals, all copies of proposals must be submitted bound in a three-ring type or other binder. To avoid large cumbersome folders, please use paper binders rather than the thicker "hardcover" three-ring binder. Electronic copies must be submitted in PDF format.

3.7 Proposal Organization and Format

Proposals should be organized and presented in the order and by the section number assigned in the RFP. All pages, except pre-printed technical inserts, must be sequentially numbered within each section (e.g., 1.1, 2.1). An identifiable (i.e., protruding) tab sheet must precede each proposal section. Demonstration materials should be identified in a separate tab, and any demonstration software should be bound with the RFP in a CD-ROM pocket and/or be made available to SDBOR staff via a download. Proposals should be organized with the following segments. The RFP response should include both a General Proposal and a Cost Proposal (submitted separately), as described below.

3.8 General Proposal

The General Proposal consists of five segments: cover letter, introduction, response to requirements, required forms, and additional proposal supporting information. The order and requirements for each section are described below.

3.8.1 Cover Letter

The Cover Letter shall include statements which:

- Identify and provide contact information for the prime respondent and the name of the corporation or other legal entity submitting a proposal

- Identify all subcontractors (The Respondent will assume sole and exclusive responsibility for all of the services indicated in the RFP.)
- Identify all amendments to the RFP which have been received; if none have been received, a statement to that effect should be made
- Confirm that the Respondent has read, understands, and agrees to all provisions of the RFP without qualification, including all amendments

3.8.2 Introduction

The Introduction section will include a clear and concise summary of the proposed approach, describe the capabilities and planned roles of any subcontractor(s), and describe the major benefits offered by this proposal. The Introduction should include statements which:

- Restate the goals and objectives in **Section 2** to demonstrate the Respondent's view of the nature of the product/services requested
- Identify and describe the deliverables to be provided by the Respondent conforming to specifications outlined in this RFP
- Provide a detailed work plan that will identify all the services to be provided, including extensive initial support during installation and testing, as well as a detailed plan for training, courseware conversion, and on-going technical support
- Identify the level of SDBOR participation in the proposal, as well as any other services to be provided by the SDBOR, including (a) participation and services needed through initial installation and (b) on-going participation and/or services needed after initial installation
- Provide the Respondent timeline for initial installation (if applicable) and required or recommended upgrades
- Identify Respondent-proposed additional tasks, features, activities, configurations, or strategies if they will substantially improve the results of the proposal. The pricing information for these items should be listed in the Cost Proposal (See **Section 7**).

3.8.3 Response to Requirements (See Section 4, 5, and 6)

Responses should be presented in the order assigned in the RFP. The Response to Requirements shall include statements which:

- Provide the Respondent Information requested in Section 4,
- Acknowledge agreement with the terms and conditions in Section 5, and
- Provide clear and concise responses to all Product Requirements in Section 6.

3.8.4 Additional Proposal Supporting Materials

To illustrate the performance and features of proposed software, respondents are requested to provide reasonably brief demonstration software, product materials or videos, or other concrete evidence of product performance. In addition, for the same purpose, respondents may refer the SDBOR to sites on the world wide web to review relevant data and information regarding the proposed software. However, the SDBOR reserves the right to evaluate proposals on the basis of the written proposal alone with or without the use of any additional materials by any or all evaluators. Respondents may

refer to web sites to provide additional product or company information but are cautioned that they should not do so in place of fully providing information required in this RFP.

3.9 Cost Proposal (See Section 7)

The Respondent must submit its Cost Proposal on the form provided in **Appendix B** according to the instructions provided. Failure to provide any requested information in the prescribed format may result in disqualification of the proposal.

No mention of the Cost Proposal or portions thereof may be made in the response to the General or Product requirements of this RFP.

3.10 Multiple Proposals from a Single Respondent

Multiple proposals from a respondent will be permissible; however, each proposal must conform fully to the requirements for proposal submission. Each such proposal must be submitted separately and labeled as Proposal #1, Proposal #2, etc., on each page included in the response. Alternate Cost Proposal options are allowed and do not constitute multiple proposals.

3.11 Oral Presentations and Site Visits

Finalists may be invited to participate in interviews and/or site visits at SDBOR specified site to support and clarify their proposals if they are to be further considered. Failure of a respondent to interview or permit a site visit on the date scheduled may result in rejection of the Respondent's proposal. Costs incurred for interview's or site visits will be the responsibility of the respondent.

3.12 Product and Service Testing

Finalists may be required to install and demonstrate proposed product(s) and/or service(s) at a SDBOR site. The SDBOR will furnish detailed specifications concerning the demonstration site(s). Failure of a respondent to furnish the product(s) and/or service(s) it has proposed for demonstration within the time constraints required may result in rejection of that proposal. Failure of any product(s) and/or service(s) to meet SDBOR's specified requirements before or during the demonstration may result in rejection of the Respondent's proposal.

Any product(s) and/or service(s) furnished by the Respondent for the purposes of this demonstration must be identical in every respect to those that will be furnished if a contract results. The successful demonstration of the Respondent's product(s) and/or service(s) does not constitute acceptance by the SDBOR. All costs associated with demonstrations are the responsibility of the respondent.

3.13 Clarification and/or Revisions to the Specifications and Requirements

Any verbal explanations of instructions or discussion of any aspect of this RFP provided by the Respondent before the award of a contract shall not be binding. Prospective respondents with questions regarding this Request for Proposal must **submit them in writing by electronic mail** (do not fax) **on or before April 13, 2007**:

Joshua Riedy
SDBOR LMS RFP Facilitator
E-mail: joshuar@sdbor.edu

Respondents are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a respondent discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Respondent should notify immediately the SDBOR LMS RFP Facilitator of such error and request modification or clarification of the RFP.

In the event that it becomes necessary to provide additional clarifying data or information or to revise any part of this RFP, revisions/amendments and/or supplements will be provided to all recipients of this initial RFP on the LMS RFP web page, <http://www.sdbor.edu/euc/lms>.

Each proposal shall stipulate that it is predicated upon the requirements, terms, and conditions of this RFP and any supplements or revisions thereof.

Any contact with SDBOR employees concerning this RFP is prohibited, except as authorized by email by the RFP Facilitator during the period from date of release of the RFP until the notice of intent to contract is released.

3.14 Withdrawal of Proposals

Proposals submitted in response to this solicitation are irrevocable for 180 calendar days following the closing date. This period may be extended by written mutual agreement between the Respondent and the SDBOR. Respondents may withdraw a proposal in writing at any time up to the proposal closing date and time. To accomplish this, the written request must be signed by an authorized representative of the Respondent and submitted to the SDBOR LMS RFP Facilitator Joshua Riedy, joshuar@sdbor.edu. If a previously submitted proposal is withdrawn before the proposal due date and time, the Respondent may submit another proposal at any time up to the proposal closing date and time.

3.15 Rights Reserved by SDBOR

Notwithstanding anything to the contrary, the SDBOR reserves its right to:

- Reject any and all proposals or parts of proposals received in response to this RFP;
- Select, for contract negotiation, proposals that appear to be in the best interest of SDBOR and may be a proposal other than the one with the lowest cost;

- Waive or modify any informalities, irregularities, or inconsistencies in proposals received and/or accept a written modification requested by the SDBOR if the proposal itself was submitted on time and if the modified proposal is more favorable to the SDBOR;
- Negotiate any aspect of the proposal with any Respondent;
- Terminate negotiations and select the next most responsive respondent, prepare, and release a new RFP, or take such action as deemed appropriate if negotiations fail to result in an agreement; and
- Modify or clarify this RFP issuing one or more addenda to this RFP. Addenda will become part of this RFP. All addenda to this RFP will be posted on the LMS RFP web site with their effective date and time of posting reflected therein. Respondents are advised that they must reflect in their paper proposals that they have seen and reviewed all such addenda.
- This RFP and the successful vendors response to this RFP will become part of the resulting contract.

3.16 LMS RFP Web Page

The LMS RFP web page will have responses to respondents' questions about the RFP or the RFP process. Additionally, all formal addenda to this RFP as to the deadline for submission of proposals or any other matters will be posted on the LMS RFP web page (<http://www.sdbor.edu/euc/lms>). The SDBOR reserves the right to change the evaluation criteria (see Section 6) or any other provision in this RFP prior to the RFP response deadline, provided all respondents are notified of the change through posting on the RFP web site.

All substantive responses to respondent queries will be made available to all respondents and prospective respondents by posting on the RFP web site with the name of the party submitting the question. The name of questioner, question and answer will be posted on the RFP web site. Anonymous questions will not be answered. Questions must include the name of the questioner, as well as a phone number and e-mail address for confirmation.

For this RFP, the web site will be the venue for written notification to all respondents and prospective respondents. Respondents are expected to check this web site on a daily basis and to review all material posted on this site before submitting any proposal. Any problems accessing this web page (<http://www.sdbor.edu/euc/lms>) or receiving a response to any query should be reported immediately to Joshua Riedy, joshuar@sdbor.edu.

3.17 Prices and Terms of the Proposal

Prices and terms of the proposal as stated in the Respondent's response (Cost Proposal) must be valid for the length of any resulting contract.

3.18 Exceptions to the Terms and Conditions

Any exceptions to the terms and conditions detailed in this RFP must be clearly stated and detailed as a part of the Respondent's response. If possible, alternative terms and conditions

should be proposed. The SDBOR is under no obligation to accept such alternative terms and conditions and may reject the proposal based on the exceptions taken.

Additional South Dakota Terms & Conditions shall apply to this RFP. Terms and conditions may be viewed at <http://www.state.sd.us/boa/opm/Downloads/QuoteTerms.pdf>.

4. RESPONDENT INFORMATION

The Respondent must answer each of the following questions. If the answer to any question is in the affirmative, all relevant circumstances must be explained in detail including the current status and ultimate disposition of each matter:

1. Has the Respondent been declared in default of any contract?
2. Has the Respondent forfeited any payment of a performance bond issued by a surety company on any contract?
3. Has an incompleting contract been assigned by the Respondent's surety company on any payment or performance bond issued to the Respondent arising from its failure to fully discharge all contractual obligations thereunder?
4. Within the past three (3) years, has the Respondent filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?
5. Is the Respondent now the subject of any litigation in which an adverse decision might result in a material change in the company's financial position or future viability?

The Respondent must identify any current or pending litigation in which the Respondent is involved in that has a significant effect on its ability to provide products and services through any contract resulting from this solicitation. Respondent will be required to supplement this information if additional litigation arises during the term of the contract.

Respondent must provide point-by-point information to every numbered section below.

4.1 South Dakota Tax Identification Number and Federal Employer I.D. Number

South Dakota Tax Identification Number and Federal Employer I.D. Number is required if Respondent does business with the State of South Dakota. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require Respondent to file state tax returns and pay delinquent state tax liabilities.

South Dakota Tax I.D. Number _____
Federal Tax I.D. Number _____

4.2 History of the Company/Respondent

Describe the history of the company/Respondent and the history of its specific involvement with Learning Management Systems (LMS). Describe the Respondent's organization (e.g., parent company, age, size, number of customers, offices, number of employees, etc.), including a summary of ownership structure.

Demonstrate the product long-term viability and future development with a description of the Respondent's long-term development strategy and plans to ensure that both the proposed LMS and the Respondent, as a business company, remain viable in the market. In addition, describe the process by which the SDBOR requests for LMS enhancements would be considered and prioritized by the Respondent in formulating future research and development strategy.

Provide information on company background, long-term viability, and experience with similar projects with particular emphasis on local, state, and federal government work. Include any affiliations to other corporate or organization entities, as well as information on general organization and staffing, scale of operations, and the Respondent's proven market for LMS. Identify staffing levels (as full time equivalencies, if necessary) in the following areas: sales and marketing, financial, research and development, technical support, training, conversion of current products, and interface with other systems.

4.3 Market Strategy

Describe the software product(s) and services strategy, including markets served. The SDBOR is particularly interested in knowing if products are designed for the higher education, technical education, K-12, or corporate training market. Identify if there is a specific unit dedicated to support the higher education market and where it is located within the organization. Describe the Respondent's commitment to the higher education market and provide a document such as a statement of commitment, press releases, and white papers. Include an organizational chart that shows how the higher education sector fits within the organization and how it is supported.

4.4 Patents

Patents are an indication of leadership and commitment to a development direction. Describe any patents granted or pending that are relevant to this proposal, including the patent number. (If none, answer "None.") Provide detailed information regarding any relevant patent litigation.

4.5 Software Enhancements and Upcoming Releases

Describe the number, chronology, and nature of major software releases in each of the past five years, along with the anticipated schedule (or roadmap) for the next three years.

4.6 Vision for the Future

Describe the Respondent's plan for further development of its software/services during the next five years. Include information about the Respondent's commitment to standards such as AICC, SCORM, IMS QTI, IMS Enterprise.

4.7 Strategic Partnerships

Describe any strategic partnerships or alliances with other technology or educational entities? If so, how might these benefit the SDBOR project? (If none, answer “None.”)

4.8 Third Party Software

Describe any relationships with other software providers that are relevant to this proposal. (If none, answer “None.”)

4.9 Respondent Capabilities

Describe the Respondent’s experience and capabilities in providing similar services to those required. Respondents describe their experience with and ability to deliver centralized and decentralized LMS. Include a current list of all organizations with whom the Respondent has done business similar to that described in this solicitation within the last three years. Identify specific projects, dates, and results.

4.10 Project Management

Identify personnel to conduct the project with details on training and work experience. Provide resumes describing the educational and work experiences for each of the key staff that would be assigned to the project. No change in personnel assigned to the project will be permitted without the approval of the system project director/manager.

4.11 Technical Support

Describe any support to be provided by help desk and technical support or work with a partner. List the options for these services, including any web sites used for support purposes.

4.12 User Groups

Describe any official (Respondent sponsored) user groups that are in existence and the nature of the relationship with the Respondent. What mechanisms exist for proposing and prioritizing enhancements? Is there an electronic discussion group? List all relevant official user group forums, including group name, contacts, addresses, and phone numbers or URLs. Include a description of the process used to prioritize requests for added functionality and enhancements specific to the higher education market.

4.13 Consulting Services

Describe any professional or consulting services provided. Identify which services are optional and which are required for proposed product installation and the development of any Datatel (and any other banners including library, repository, IT) interface. Include cost of consulting services in the Cost Proposal. See Section 7.

Indicate in the Cost Proposal which deliverables recommended in the response require separate service agreements and any additional cost (e.g., professional service agreements). See Section 7.

4.14 Course Migration Services

Describe in detail any conversion services provided, including assistance to convert course material and content from other course management environments to proposed environment. Include the cost of converting from WebCT to the proposed solution in the Cost Proposal. See Section 7.

4.15 Training Services

Training should be available for instructors/staff. Describe training services provided. Is customer site-based training available? Include all details on the kind of training included in this proposal (specify if training is video, self-paced, off-site, on-site, on-line, workshops, etc.). Include evidence of assessment of training and evidence that training provided is successful. Training is a vital part of any proposal, and the SDBOR must be able to compare and evaluate the training component of each proposal effectively. Include all costs of training in the Cost Proposal. See Section 7.

4.16 Potential Conflict of Interest

Provide a list of all entities with which Respondent has relationships that might create, or appear to create, a conflict of interest with the work that is contemplated in this RFP. The list should indicate the name of the entity, the relationship, and an explanation of the conflict. (If none, answer "None.")

4.17 Existing Contracts with SDBOR Institutions

Provide a list and description of any contracts that currently exist with any SDBOR institutions for the product(s) offered in this proposal. (If none, answer "None.")

4.18 Respondent References

Include references from the five (5) companies/educational institutions for which LMS have been implemented. At least three (3) institutions should be higher educational institutions or systems, if possible. Contact information must be provided for each organization/institution, including client name, mailing address, contact person and title, e-mail address, and phone number. Provide a brief description of the nature of the LMS provided for each client, the scale of the project, and the size of the company/educational institution.

The SDBOR reserves the right to contact any or all references as part of the proposal evaluation process to assess the quality of work performed and personnel assigned to the project. The results of any references will be provided to the evaluation committee and used in evaluating the proposal. References should be submitted in a format similar to the Respondent Reference form located in Attachment D.

4.19 Sample License Agreement

A SDBOR contract with the terms and conditions required by the State of South Dakota is required. For reference for the SDBOR, include a sample copy of a typical license agreement and service level agreement used to formalize the Respondent's legal relationship with an institution of higher education or other public entity. Variances between this sample and conditions required by the SDBOR do not constitute notification that the Respondent is taking exception to a term or condition. Respondent must clearly list any exceptions taken in the proposal submitted. The SDBOR reserves the right to reject a proposal on these grounds.

5. PROPOSAL INFORMATION

5.1 Special Terms and Conditions

Respondent agrees to the following terms and conditions.

5.1.1 Right to Reject Proposals and Negotiate Contract Terms

The SDBOR reserves the right to reject any and all proposals. The SDBOR may negotiate the terms of the contract, including the award amount, with the awarded Respondent prior to entering into a contract. If contract negotiations cannot be concluded successfully with the top finalist, the SDBOR may negotiate a contract with another finalist. The SDBOR reserves the right to reject any and all proposals and to not award any contract. Multiple contract awards may be made, if in the best interest of the SDBOR.

5.1.2 Demonstrations and Interviews

The SDBOR reserves the right to name a date with two weeks' notice at which selected finalists will be invited to present demonstrations and/or participate in an interview. The SDBOR does not agree to reach a decision by any certain date; however, it is hoped that the evaluation and selection will be completed within 60 calendar days after the RFP deadline.

5.1.3 Proposed Product Availability

The product detailed in this proposal must be available according to the following time-frame: core features are available for delivery no later than 45 calendar days after a contract is signed; Datatel interface features, if necessary, are available for installation no later than 60 calendar days after the master contract is signed.

5.1.4 Award and Final Offers

The award will be granted in one of two ways. The award may be granted to the highest ranked responsive and responsible Respondent. Alternatively, the highest ranked Respondent or Respondents may be requested to submit final and best offers. If final and best offers are requested by the SDBOR and submitted by the Respondent, they will be evaluated against the stated criteria by the evaluation committee. The award then will be granted to the highest ranked Respondent. However, a Respondent should not expect that the SDBOR will request a final and best offer.

5.1.5 Notification

All respondents who respond to this RFP will be notified in writing of the SDBOR intent to award the contract as a result of this RFP by posting this information on the SDBOR RFP web site: <http://www.sdbor.edu/euc/lms>.

5.1.6 Executed Contract to Constitute Entire Agreement

In the event of contract award, the contents of this RFP, all attachments, RFP addenda and revisions, the proposal of the successful Respondent, as well as any additional terms agreed to in writing shall become part of the contract. Failure of the successful Respondent to accept these as a contractual agreement may result in a cancellation of award.

5.1.7 Source Code Escrow

The Respondent shall keep and maintain current a copy of the source code in escrow with an escrow agent. The Respondent will pay all costs of providing and maintaining the source code in escrow, including the fee of the escrow agent. Prior to final system acceptance, the Respondent will provide the SDBOR Contract Administrator a copy of the agreement between the Respondent and the escrow agent to verify the source code has been placed in escrow. The agreement between the Respondent and the escrow agent will authorize the escrow agent to release the source code to the SDBOR in the event that one or more of these events occur:

- The Respondent becomes the subject of a bankruptcy proceeding
- The Respondent, or its successor organization, fails or refuses to support the software installed at the SDBOR site(s)
- All or any material part of the source code is generally made available by the Respondent, with or without additional cost, to other users of comparable software
- The Respondent, or successor organization, is unable to support the SDBOR site(s) as specified in this contract

5.1.8 Obsolescence

The SDBOR is responsible for long-term retention of instructional materials. It therefore requires a guarantee that instructional materials have a migration path to future revisions of the Respondent's software and that there is a guaranteed and reasonably straightforward "exit path" to systems of other vendors.

- The Respondent must clearly state its guarantee that images, data, test banks, and other key course components will migrate smoothly to any future revision of your software ("smoothly" would be defined as having the system administrator follow Respondent supplied written instructions to run a Respondent supplied program or programs in batch mode to convert data, or any process that is simpler or more automatic than this).
- The Respondent must clearly state its guarantee that images, data, test banks, and other key course components will export to software of other vendors and explain in detail how this process would be completed.

5.1.9 Contract Term and Funding

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run for a minimum of (3) years from that date and be paid for

annually. Additional option periods may be added as agreed to by the SDBOR and Respondent if determined to be in the best interest of the SDBOR. See **Section 7**.

5.1.10 Termination of Contract

The SDBOR may terminate the contract at any time at its sole discretion by delivering ninety (90) calendar days written notice to the Respondent. Upon termination, the SDBOR's liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the SDBOR. In the event that the Respondent terminates the contract, for any reason whatsoever, it will refund to the SDBOR within ten (10) days of said termination, all payments made hereunder by the SDBOR to the Respondent for work not completed or not accepted by the SDBOR. Such termination will require written notice to that effect to be delivered by the Respondent to the SDBOR not less than one hundred eighty (180) calendar days prior to said termination.

5.1.11 Prime Respondent

The prime Respondent will be responsible for contract performance when subcontractors are used. However, when subcontractors are used, they must be approved by the SDBOR project manager and abide by all terms and conditions of the contract. If subcontractors are to be used, the Respondent must clearly define their participation. See Section 8.9.

5.1.12 Liquidated Damages

The Respondent acknowledges that the SDBOR will incur damages in the event there is significant downtime experienced. The SDBOR shall pass on the actual costs of damages incurred to the Respondent, not to exceed the total dollar value of the contract, for significant downtime experienced during the term of the contract, when the cause of the downtime is caused by failure of the product to perform as proposed. The Respondent agrees that the SDBOR shall have the right to liquidate such damages, through deduction from the Respondent's invoices, in the amount equal to the damages incurred, or by direct billing to the Respondent.

5.1.13 Disposition of Responses

All materials submitted in response to this RFP will become property of the SDBOR and will become public record after the evaluation process is completed and an award decision made. Responses to this RFP will not be open for public review until the SDBOR decides to pursue a contract and that contract is awarded. See Section 6.5.

5.1.14 Licenses

It is understood that upgrades may be necessary or desirable over the length of the contract, and respondents are expected to clearly delineate anticipated/necessary upgrades and their cost in accordance with the RFP instructions in **Section 7**. However, once any version of given LMS software or upgrades to LMS software are purchased by the SDBOR, that version can be used by the SDBOR during the period of the contract and shall not be revoked or made inoperable by the Respondent.

5.1.15 Customized Add-on Features

All features detailed in a proposal shall function without any custom changes. However, respondents must include information on the availability of customized add-on features and specific costing information (in the Cost Proposal) for extended capabilities or additional modules not covered in this proposal, including any constraints of the SDBOR development of Application Programming Interfaces (APIs) to allow interface with other applications.

5.1.16 Product and Infrastructure Limitations

For any proposal, if the SDBOR determines that any product's ability to work with existing infrastructure will be prohibitively limited or difficult to manage, the proposal may be rejected.

5.1.17 Payment Requirements and Acceptance

The payment schedule and associated testing and acceptance schedule will be negotiated at the time of award.

5.1.18 Development or acquisition of additional SDBOR software

The SDBOR may acquire or develop software (or software applications) that operate within or integrate with the CMS system for its own internal use. Such software shall remain the sole property of the SDBOR. The SDBOR reserves the right to run such software on the CMS system or elsewhere as needed.

6. Evaluation

The evaluation and selection of a Respondent and the contract will be based on the information submitted in the Respondent's proposal with information received from references, any required on-site visits or oral interviews, and the results of product demonstrations and trials. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response. Elaborate proposals (e.g., expensive artwork), beyond that sufficient to present a complete and effective proposal, are neither necessary nor desired.

6.1. Evaluation Criteria

The criteria to be used to evaluate proposals, **listed in their relative order of importance**, are as follows:

- Mandatory Requirements response (**see Section 6.4**). More details may be requested to complete analysis of those who pass mandatory requirements (**See sections 6.8 and 6.9**)
- Respondent Information and Proposal Information response (**see Sections 4 and 5**)
- Product Requirements response (**see Section 6.5 and 6.6**)
- Demonstration of Proposed Product(s) (**see Section 6.7**)
- Functional Requirements – Narrative (**see Section 6.8**)
- Technical and Architecture Requirements – Narrative (**see Section 6.9**)
- Cost Proposal response (**see Section 7**).

6.2. Proposal Evaluation

Accepted proposals will be reviewed by the SDBOR LMS Committee and evaluated against the stated criteria. A Respondent may not contact any member of an evaluation committee or any SDBOR employee, including all universities, except at the SDBOR LMS RFP Facilitator's direction in writing. The committee may review references, request interviews, and/or conduct on-site visits and use the results in evaluating the proposals.

6.3. Preliminary Evaluation

The proposals will be reviewed initially to determine if mandatory requirements are met. Failure to meet mandatory requirements will result in rejection of the proposal. In the event that all respondents do not meet one or more of the mandatory requirements, the SDBOR reserves the right to continue the evaluation of the proposals and to select the proposal that most closely meets the requirements specified in this RFP.

6.4. Mandatory Requirements

The following requirements are mandatory and will be judged on a pass/fail basis during the preliminary evaluation. If the proposal fails to meet any of the mandatory requirements, it is deemed unacceptable and is eliminated from further consideration.

6.4.1 Mandatory 1: Financial Stability

The Respondent must be financially stable as determined by the SDBOR. The information below comprising the financial capacity report will be used to determine the financial stability and capability of the Respondent including a potential corporate analysis by an outside consultant.

The SDBOR reserves the right to request further information from respondents or other sources to make such determination.

- Sources of financing (shareholders, venture capital, etc.)

- Bank references and name of auditing firm
- Last two annual reports and all quarterly reports since the last annual report
- Identification of the Parent Corporation and any subsidiaries

6.4.2 Mandatory 2: Client Hardware Platform

Any tools commonly used by instructors or students must provide the same features and functionality on Windows XP, Windows Vista, and on Mac OS X (10.x). Describe in detail any discrepancies and indicate any solutions or work-around options available. Compatibility with Unix-like client systems should also be described.

6.4.3 Mandatory 3: Internet Browser

Functionality for learners and instructors must be delivered through an Internet browser. Any tools commonly used by instructors or students must provide the same features and functionality in Internet Explorer 6.x and higher and on Mozilla-based browsers (e.g. Firefox 2.x and higher, Netscape 7 and higher). Describe in detail any discrepancies and indicate any solutions or work-around options available. Also discuss any compatibility issues with Apple's Safari 1.x and higher.

6.4.4 Mandatory 4: Minimum Internet Connection / Remote User Experience

Students, instructors, and staff must be able to easily and effectively access all features via remote phone connection with a third-party ISP (with a 56K speed modem or higher).

6.4.5 Mandatory 5: Core Functionality

The SDBOR must be able to install and maintain core functionality in its own or another environment as designated by the SDBOR. Describe the hardware and operating system software required for installation. Also indicate any third-party licensing, such as databases, to be considered for installation.

This core functionality includes, but is not limited to the following:

- online help/documentation
- communication tools
- online testing and assessment tools
- online grade book accessible to both instructors and students
- integration with Datatel Colleague
- online calendar
- support of class management
- user access management
- support of instructor-initiated and administrator-initiated course backup and recovery
- support for various techniques to ensure system stability, including: failover, redundancy and recovery

6.4.6 Mandatory 6: Accessibility Compliance:

Accessibility compliance means meeting the standards that allow people with disabilities to access information online. Persons with disabilities may need to use a device to “read” the screen, thus compliance entails providing for a version that can be processed with screen readers such as JAWS.

Many screen readers have difficulty rendering frames, tables, and images (without alt text tags). The practical accessibility difficulties may be compounded by the fact that many persons with disabilities do not have the most recent equipment and software.

As pursuant to the SDBOR Guidelines for accessibility

[http://www.sdbor.edu/administration/information_technology/policies/documents/accessibility_guidelines1-8-04.pdf] the Respondent must demonstrate compliance with section 508 of the Rehabilitation Act of 1973.

6.4.7 Mandatory 7: Conversion Support (see also Section 6.9.15)

The SDBOR expects conversion support to be provided that enables the LMS administrators and instructors to convert existing courses in the SDBOR’s current LMS (WebCT CE4) to the Respondent’s product. Requiring SDBOR staff or LMS users to manually transfer an entire course from WebCT into a new course on the proposed system, in lieu of an automated process, is not an acceptable form of conversion.

6.4.8 Mandatory 8: Self Hosting

The SDBOR will host the LMS in either a distributed environment (.i.e. on each campus) or centralized environment at a site of its choosing. No third-party hosting will be considered.

6.4.9 Mandatory 9: Distributed and Centralized Installation Scenarios

Respondents should provide costs/feedback for two scenarios: a distributed installation, where each campus hosts their own version of the proposed product(s)—the current environment the SDBOR uses for WebCT CE4—as well as a centralized installation, where one location hosts the proposed product(s) for all SDBOR institutions. The respondent must indicate if unable to provide either a distributed or centralized product.

6.5. EduTools

The SDBOR respects the EduTools site (<http://www.edutools.info/cms/>)

sponsored by the Western Cooperative for Educational Telecommunications (WCET).

“EduTools is a resource for higher education that is designed to assist users in making a decision about their course management systems. EduTools is designed specifically for higher education.”

To facilitate campus awareness and involvement in the product decision process, each vendor is required to create or update their public product description on the EduTools site (<http://www.edutools.info/cms/>) as of the date April 23, 2007, at 12:01 p.m. (Central Time). At that time, the information entered by each vendor will be copied into an EduTools sub-site for use in the SDBOR RFP process. The information entered will also remain on the public EduTools site. Any updates entered past the deadline will not be included in the SDBOR’s sub-site as it will be considered part of the proposal.

6.6. Additional Product Requirements

In addition to the product features listed on the EduTools site (see Section 6.5), the SDBOR has also established the following as product requirements:

6.6.1 Learner Tools - Communication Tools

A. Whiteboard: Whiteboard tools include an electronic version of a dry-erase board used by instructors and learners in a virtual classroom (also called a smartboard or electronic whiteboard). –Note: the SDBOR’s definition does not include other synchronous services such as application sharing, group browsing, etc.

6.6.2 Learner Tools - Student Involvement Tools

A. Wikis: In generic terms, wikis allow the audience to add, edit, or remove content from a website. As applied to academia, a wiki can be used to allow students to add, edit or create content used by other students. An example of this would be a book summary wiki, where a student was assigned to read a book and summarize it for the class in the wiki. The other students could review this summary and change it if necessary.

B. Self-Assessment: Self-Assessment tools allow students to take practice or review tests online. These assessments do not count toward a grade. When self-assessment tools are combined with pedagogical skill in preparing the content of the test items and response feedback there can be positive effects on student motivation.

6.6.3 Support Tools - Administration Tools

A. Library Resource Integration (see Section 6.9.6): This feature includes tools which allow integration with library resources and provides users with the capability of integrating with online catalogs, electronic reserves, and virtual reference services.

B. Course Backup and Restoration (see Sections 6.8.4 and 6.9.9): This feature includes the ability for instructor-initiated and administrator-initiated course backup and restoration. Other options may include automated backup and recovery solutions, granular backup/restoration (e.g. simply restoring individual aspects of a course like a discussion thread, etc.).

6.6.4 Support Tools - Curriculum Design Tools

A. Curriculum Management: Curriculum management provides students with customized programs or activities based on prerequisites, prior work, or testing. Curriculum management includes tools to manage multiple programs, to enable skills/competencies management, and to handle certification management. These tools may be similar to the tools used in student services as part of providing academic advising to students.

B. Content Interoperability Standards Compliance: Content interoperability standards compliance concerns how well a product conforms to standards for sharing instructional materials with other online learning systems and other factors that may affect the decision of whether to switch from one product to another. Content interoperability standards compliance involves trying to make it possible for applications from different product producers to work well together.

There are presently several proposed standards but the most prominent are the standards developed by the IMS Global Learning Consortium that define the

technical specifications for interoperability of applications and services in distributed learning and support. The IMS standards can be found at www.IMSproject.org.

The SCORM standards-in-progress integrate the industry specifications from IMS, AICC, IEEE and ADRIANE and are operational standards with corresponding compliance test suites for learning objects (www.adlnet.org/main.html). In terms of compliance there appear to be three levels: awareness of the standards, claimed partial compliance, and self-tested compliance with the SCORM test suites.

Other migration considerations are situations that would make switching to another application more complicated, such as proprietary data formats for content, which make it difficult to import course content into another application. To the extent that student data is maintained in the system there can be separate complications in migrating non-course information to other versions or platforms.

6.7. Demonstration of Proposed Product(s)

Finalists will be required to install and/or demonstrate proposed product(s) and/or service(s) at a SDBOR site(s). The SDBOR will furnish detailed specifications concerning the demonstration site(s). Willingness to complete the tasks listed below indicates 100% compliance with the stated evaluation criteria at no additional cost to the SDBOR.

A. Access will be provided to the SDBOR LMS RFP evaluators to a real or demonstration course that showcases full functionality of the proposed LMS system(s). Respondents will provide the URL, usernames and passwords for both student and course designer access.

B. Respondents will demonstrate their ability to convert pre-determined, existing SDBOR online courses from WebCT (CE 4.1) to the proposed product(s). Types of sites to be converted are:

1. a WebCT-enhanced course representing how campus courses typically utilize WebCT (communications, file/lecture repository, etc.)
2. a completely-online WebCT-based course representing how campus' online courses typically utilize WebCT
3. a completely-online WebCT-based course representing maximal usage of WebCT's features

C. Furthermore, Respondents will allow the SDBOR LMS RFP evaluators access to a course space to allow RFP evaluators to conduct hands-on testing of the conversion process using actual courses from their respective campuses.

6.8. Functional Requirements – Narrative

Respondents must include the responses to the functional requirements below with each proposal. Any features that are not immediately available upon installation must be clearly identified. Additional costs must be clearly specified in the Cost Proposal.

6.8.1 Accessibility Issues

The SDBOR considers accessibility for all users of prime importance.

- 6.8.1.1** Describe in detail how the product addresses Web accessibility issues including a statement of the current level of compliance with the W3C Accessibility Initiative and/or Section 508, and/or future plans to achieve compliance.

- 6.8.1.2** More specifically, describe any provision the content authoring tools have to generate Web accessible content and/or prompt users to develop accessible content.
- 6.8.1.3** Describe the accessibility testing completed on the proposed product(s), and provide the results. This could include output from an accessibility verification tool.

6.8.2 Ease of Use

Describe the steps taken in the design of the product to ensure that it is easy for instructors and students to use. Also address the following specific questions:

- 6.8.2.1** Identify the types of materials, such as help manuals, contextual help for user screens, tutorials, and online resources that are available to assist both students and instructors/developers (electronic manual format should be specified as HTML, PDF, etc.).
- 6.8.2.2** Describe how the product provides for printing of content pages.
- 6.8.2.3** Describe any provision for accessing content offline (such as replication capabilities).
- 6.8.2.4** Identify how the product can be accessed via text-based browsers.
- 6.8.2.5** Identify how the product can be accessed using mobile devices.
- 6.8.2.6** Describe how instructors are able to view and test course materials in the role of students.
- 6.8.2.7** Describe how the product enables instructors and students to search and navigate easily across relevant content, student records, assignments, etc.
- 6.8.2.8** Describe whether the bookmark tool has private and public options.

6.8.3 Course Content Development and Organization

Instructors with a wide spectrum of technical skills and expectations create course content. It is important that the system can provide or smoothly integrate with tools that allow for flexibility and meet the different needs of instructors. Describe in detail how the content can be created, assessed, and modified.

Also address the following specific issues:

- 6.8.3.1** Creating content with/without the knowledge of HTML
- 6.8.3.2** Importing and cross linking of course materials without knowledge of HTML, including linking to materials in other courses, other sections of the same course, and examinations.
- 6.8.3.3** Formatting, editing, and reusing content easily, including adding hyperlinks and embedding images, presentations, sound, animation or movies
- 6.8.3.4** Customizing the look and feel of course pages
- 6.8.3.5** Input of music, math, science symbols

- 6.8.3.6** Foreign languages input
- 6.8.3.7** Multi-language capabilities to include support for Unicode (UTF-8) to allow designers to display content in any language within their course and/or display multiple languages on a single page within a course.
- 6.8.3.8** Spell-checking capability
- 6.8.3.9** Use of interactive elements such as forms and Flash animation
- 6.8.3.10** Integrating off-line content such as CD and DVDs
- 6.8.3.11** Integrating other add-on features
- 6.8.3.12** Integrating with third party content development tools and multimedia development tools such as Dreamweaver Course-BUILDER, Lectora, and others; this can be done with WebDAV or other technologies
- 6.8.3.13** Copying, moving, and re-ordering content (to the document level) within a course and across courses (e.g. content sharing)
- 6.8.3.14** Integrating different product functions (e.g., content, assignments, quizzes, discussion forums, and links into a single course lesson or module)

Instructors often utilize stand-alone learning objects or modules that are external to the content they create within one course.

- 6.8.3.15** Describe how the product supports the use of reusable learning objects in terms of easy integration, organization, management, and delivery.
- 6.8.3.16** Address the ability to export and import content in SCORM, IMS or another format.
- 6.8.3.17** Address the ability to integrate course cartridges from publishers and third party content providers.
- 6.8.3.18** Address the ability to release content selectively by date/time, student status, groups, test scores, and other criteria.
- 6.8.3.19** Describe how course content scope or sequencing can be tied to accomplishments of assignments
- 6.8.3.20** Describe how course content scope or sequencing can be contingent upon quiz performances
- 6.8.3.21** Describe how instructional design includes accommodations for different learning styles
- 6.8.3.22** Describe how instructional design includes accommodations for alternative learning paths and/or learning contexts

List any third party content development products with which the proposed product has been proven to integrate and describe any relevant information about those products.

6.8.4 Content Management

Describe in detail the content management features of the product. In particular explain:

- 6.8.4.1** How directories and files are organized, managed, and accessed
- 6.8.4.2** The flexibility available with the product's file naming conventions
- 6.8.4.3** File size limitations and controls
- 6.8.4.4** Smart recognition of common file types, both PC and Mac
- 6.8.4.5** How student files are viewed by instructors across a course
- 6.8.4.6** How student work and course content are archived in the product
- 6.8.4.7** The availability of temporary work space to students for working on group projects
- 6.8.4.8** How rights are assigned to the content that is contained within this system, including public viewing of course materials that must be restricted to all except students approved or pre-enrolled by the instructor, and all class data that is secure from unauthorized access. Proposals should mention if they offer academic advisors the ability to review student performance in a variety of courses or within a virtual institution environment.
- 6.8.4.9** How rights are enforced and fair use facilitated for content used by the system
- 6.8.4.10** The product's end user backup strategies, including the ability for individual instructors to:
 - Backup courses on their desktop
 - Backup selective areas of a course
 - Restore content from their backup
 - Restore and repurpose content with another application
- 6.8.4.11** In terms of content management, describe the various interfaces (content editors, file management, etc.) the user will access during the normal development of a course. Also, describe the presence of automatic content management in the product (e.g. if a file name is changed, do references to that file also change; if a URL is broken in the course, is the instructor notified).

6.8.5 Communication Tools

Describe in detail the communication tools found in the software, including features such as:

- 6.8.5.1** E-mail
 - Can internal course email be forwarded to external accounts?
 - Can external email be read from within a course?
- 6.8.5.2** Asynchronous threaded discussions

- 6.8.5.3** Archiving capabilities for threaded discussion, including the ability to import and export, monitor, modify and delete all or portions of discussions
- 6.8.5.4** Search capabilities for threaded discussion
- 6.8.5.5** Synchronous chat with transcripts and logs
- 6.8.5.6** Instant messaging, including security
- 6.8.5.7** Whiteboard capabilities with printing, images, and keyboard navigation support
- 6.8.5.8** Tools for collaborative working groups
- 6.8.5.9** File exchange capabilities and file types supported
- 6.8.5.10** Provisions for notifying students of new communications and course changes
- 6.8.5.11** Chat sessions and how they can be archived for later reference so that they may be more easily used as part of a course grading system.
- 6.8.5.12** Wiki tool availability; indicate any additional costs required for purchase and implementation, as well as proven integration with third-party wikis

List any third party synchronous communication tools (e.g. Elluminate Live!, Adobe Connect, etc.) with which the proposed product has been proven to integrate and describe any relevant information about those tools.

6.8.6 Testing and Assessment

Describe in detail the testing and assessment features of the software, including information on

- 6.8.6.1** Testing features, including multiple choice, true/false, matching, short essay, long essay, and fill-in-the-blank questions
- 6.8.6.2** Types of feedback that can be provided
- 6.8.6.3** Make test results immediately available to students, if instructor wishes.
- 6.8.6.4** Provisions for test security, including release time, duration time for test taking, limiting access to certain computers, proctored exams, allowing/limiting multiple testing attempts/retakes
- 6.8.6.5** Capabilities for detailed item analysis of test items
- 6.8.6.6** Test presentation features such as embedding equations, scientific notation, images, audio, video and HTML within quiz questions
- 6.8.6.7** Enable reuse and modification of existing tests/test questions easily
- 6.8.6.8** Test development features such as batch importing questions from publisher's test banks or other popular file formats in QTI format

- 6.8.6.9** The ability to randomize quiz questions, and also possible answers (A,B,C) in multiple choice questions
- 6.8.6.10** The ability to build tests that pull test questions randomly from a test bank.
- 6.8.6.11** The ability of instructors to assign weights to individual questions
- 6.8.6.12** Ability to share and organize question pools
- 6.8.6.13** Support for anonymous surveys and evaluations
- 6.8.6.14** Graded and ungraded testing
- 6.8.6.15** Associate test items with a specific learning objective. Learning paths can be tied to student accomplishment on assignments and/or quiz performance.

List any third party assessment tools (e.g. Respondus) with which the proposed product has been proven to integrate and describe any relevant information about those tools.

6.8.7 Online Grade Book

Describe in detail the online grade book and its ability to:

- 6.8.7.1** Calculate weighted grades, percentages, total points, and letter grades
- 6.8.7.2** Import and export grades to and from spreadsheets
- 6.8.7.3** Allow manual grading items (columns) to be added to the grade book spreadsheet
- 6.8.7.4** Allow columns to be “frozen” or “locked” so that certain data will remain appearing while the instructor is scrolling through other columns. This is especially useful for courses with large amounts of information stored in the grade book.
- 6.8.7.5** Allow for easy modification of auto-graded items
- 6.8.7.6** Integrate with Datatel grading functions, specifically the submission of final grades. The Respondent should indicate any additional costs for this in terms of licensing, development, etc. Furthermore, any possible integration with other SIS products (PeopleSoft, Banner) should be discussed.
- 6.8.7.7** Allow students to view summary and/or graphical display of student grade book status and course grading statistics
- 6.8.7.8** Allow activities/exams to be automatically added to grade book upon completion, and format and edit grade book manually
- 6.8.7.9** Enable student performance tracking and results notification/breakdown
- 6.8.7.10** Provide easy and/or automatic importation of results to grade book

List any third party grade book software products with which the proposed product has been proven to integrate and describe any relevant information about those products.

6.8.8 Calendar

Describe in detail how the course calendar can function as an effective course and student organizational tool, including information on:

- 6.8.8.1** Link directly to other course areas and student portals (campus portals and other SDBOR portals)
- 6.8.8.2** Provide for students' personal entries
- 6.8.8.3** Display the calendar in multiple views
- 6.8.8.4** Display events from all of a student's courses
- 6.8.8.5** Providing access to external scheduling programs using either the iCalendar or vCalendar standards.

List any third party calendar products (e.g. Outlook, Sun Java System Calendar) with which the proposed product has been proven to integrate and describe any relevant information about those products.

6.8.9 Student-Centered Features

Describe in detail student-centered features such as:

- 6.8.9.1** Areas for displaying student and group project work
- 6.8.9.2** Areas for student personal Web pages
- 6.8.9.3** Support for student e-portfolios
- 6.8.9.4** The ability to customize primary student account page
- 6.8.9.5** The ability to integrate private notes into course material
- 6.8.9.6** The ability for students, instructors, or system administrator to create working groups of students within a course and across course
- 6.8.9.7** An area for a student file repository
- 6.8.9.8** The ability for a student to communicate synchronously with another student or the instructor (i.e. instant messaging)

List any third party e-portfolio, student portal or student-centered feature systems with which the proposed product has been proven to integrate and describe any relevant information about those products.

6.8.10 Class Management

Describe in detail the class management features that can be used by instructors. (Note that the term "class" is used here in the context of a scheduled offering for a course, sometimes also referred to as a "course section.")

Explain how the software handles:

6.8.10.1 Announcements

6.8.10.2 Automatic notification of students to important information such as add or drop confirmation, change of class meeting time and place, and uncompleted work

6.8.10.3 Automatic notification of upcoming events from the class calendar

6.8.10.4 Importing, exporting and viewing of course section lists

6.8.10.5 Multiple roles and permissions

6.8.10.6 Adding and deleting students from a class or change passwords easily

6.8.10.7 Student access and progress tracking (e.g., login frequency, duration, course activity, content accessed, tests completed, discussion participation), including instructor access to all student chat logs

6.8.10.8 The ability for instructors to make modifications easily across multiple sections of a course that shares common content such as: course content, announcements, discussion topics, and quizzes

6.8.11 User Access Management

Describe in detail how users (e.g., students, advisors, instructors, designers, and others) can manage their accounts. Address how the software handles:

6.8.11.1 Username and password security

6.8.11.2 Default email

6.8.11.3 User information

6.8.11.4 Forgotten password/changing passwords

6.8.11.5 Instructors ability to access all the activities of an individual student without having to go to various areas of the site (e.g., assignments, discussion, and quizzes)

6.8.11.6 The preservation of identities when two or more instructors are in the course

6.8.11.7 Limiting student access (a.k.a. selective release) to specific parts of the course by:

- Their credentials (i.e. who they are)
- Their location (i.e. from where they are accessing the course)
- The time (i.e. when they are accessing the course)
- Their progress (i.e. once they complete one section of a course to a specified standard, they are allowed access to another part of the course)

6.8.12 Site/System Administration

Describe in detail how the software handles system administration tasks including

6.8.12.1 Course creation and management, including copying existing courses for a new semester

- 6.8.12.2** User creation and management, including account permissions management
- 6.8.12.3** Archiving
- 6.8.12.4** Producing and tracking system statistics
- 6.8.12.5** Producing usage statistics reports that includes minimally the number of courses taught, number of students in each course, number of instructors per semester, and file size of each course.
- 6.8.12.6** Batch utility to create, copy, archive, and delete courses and users
- 6.8.12.7** Resource monitoring and management
- 6.8.12.8** Administrative user roles
- 6.8.12.9** Describe in detail the types of administrative reports that can be prepared.

6.8.13 Additional Functionality

Describe in detail any additional functionality that the product provides for in the proposed LMS system including interoperability with third party learning applications and tools such as PDAs, “smart” phones and mobile phones. Explain why this functionality is important to such a system.

6.9. TECHNICAL AND ARCHITECTURE REQUIREMENTS – NARRATIVE

Respondents must include responses to the technical and architecture requirements below with each proposal. Any features that are not immediately available upon installation must be clearly identified. Additional costs must be clearly specified in the Cost Proposal.

6.9.1 Architecture

Describe the overall technical architecture that the product(s) requires, including other relevant products upon which the product relies.

- 6.9.1.1** Clearly note what part the software provides. Descriptions should include a high level diagram.
- 6.9.1.2** Along with the overview, give a more detailed description of the portions of this architecture that directly pertain to the product(s) and a discussion of what processing is done on each tier, the component-to-component communication protocols, and a description of the contents and sizes of the network packets exchanged by each tier.
- 6.9.1.3** Describe the ability to support mirrored/redundant servers.
- 6.9.1.4** Provide technical details on how the system provides for high availability including support for session fail-over, load balancing, and server clustering. Also identify any additional hardware, software, and licenses this would require.
- 6.9.1.5** Identify all supported protocols for communication between the various tiers. Where appropriate, identify supported standards, version numbers, and any network communication software that is required, but is not supplied, with the system.

- 6.9.1.6** Describe how the system, in a centralized setting, will support multiple institutions delivering courses from the same system (hardware configuration and software). Some of these courses may be delivered as a distinct offering by an institution and/or as part of an offering shared by multiple institutions.
- 6.9.1.7** Describe how the system, in a distributed setting, will support any sharing of courses, content, etc. between multiple institutions.
- 6.9.1.8** Provide the technical details on how the system allows individuals to work “offline” and synchronize their work with the system when they are online.

6.9.2 Operating Environment

- 6.9.2.1** Identify all operating systems, including versions, for which the application server components of the system are available.
- 6.9.2.2** Identify all operating systems, including versions, for which the database server components of the system are available.
- 6.9.2.3** For new releases of the application server components of the system, identify the order, including elapsed time and versions, in which operating systems are supported.
- 6.9.2.4** For new releases of the database server components of the system, identify the order, including elapsed time and versions, in which operating systems are supported.
- 6.9.2.5** Describe how the system components can operate in an environment of heterogeneous computers and operating systems. Discuss the impact on the overall application architecture of independently changing the operating system of the database server. Provide a statement of commitment to supporting open architectures.
- 6.9.2.6** Detail lost functionality, if any, for any browser listed in Section 6.4.3 not supported by the product.
- 6.9.2.7** If the proposed product(s) support multiple operating environments, describe or recommend any preferred operating environment. For example, some products are supported both in Linux-based and Windows-based environments; however, because of architecture or other mitigating circumstances one is preferred over another.

6.9.3 Server Systems

Server systems refer to software systems that reside on a server and are fully operational as separable products.

Web

- 6.9.3.1** Identify all Web servers (including versions) that work with the product.
- 6.9.3.2** What version of HTTP does the Web server use?

- 6.9.3.3** Identify how SSL support and other security measures are provided.

Application

- 6.9.3.4** Identify any dependent products needed by the application servers.
- 6.9.3.5** List and describe the caching technologies used by the application servers.
- 6.9.3.6** Does the application server support both command line and Web access for administrative functions?
- 6.9.3.7** How long does it take to restart the services for the product? Identify typical scenarios and restart time ranges.
- 6.9.3.8** Does application require a dedicated server or servers?

Databases

- 6.9.3.9** Identify all database management systems (including versions) for which the system is available.
- 6.9.3.10** Describe the functional and technical differences, if any, of the system across the supported database management systems.
- 6.9.3.11** Describe the database schema used by the product. Clearly show which portion of the schema uses which aspects of the system, for example user accounts.
- 6.9.3.12** Identify and discuss all components and objects of the system that are stored within the database. Include application data, user data, security data, application logic, program code, panel descriptions, menu descriptions, course content, stored procedures, etc.
- 6.9.3.13** Identify and discuss all components and objects that are stored outside of the database.
- 6.9.3.14** Identify and discuss all tools available and especially required that are provided by the system for managing system objects that are stored within the database.
- 6.9.3.15** Does the database server support both a command line and Web access for administrative functions?

6.9.4 Other Servers

- 6.9.4.1** Identify the server product (including version).
- 6.9.4.2** Describe the function of this product.

6.9.5 Server Side Component Technologies

Server side component technologies are similar to the server systems, but bundled within other systems and would not be run in a standalone mode.

Email

- 6.9.5.1** Which email protocols (e.g., POP3/SMTP/IMAP) are used and supported by Web-based e-mail services? Include any information regarding known limitations or inconveniences to users if e-mail is exchanged between the LMS product and 3rd party POP3/SMTP servers.
- 6.9.5.2** Is the product capable of sending students automatically generated messages based on various conditional criteria? Describe any features of this kind or whether they could be added.
- 6.9.5.3** Are instructors and students able to send e-mail with attachments to users registered for a course and to users outside the course environment? Include any limitations in this area, and indicate whether it is possible for an instructor to limit students' ability to e-mail outside the class environment.

Search Engine

- 6.9.5.4** Does the product provide a full-text search engine? If so, give the name of the product and list its major features.
- 6.9.5.5** Can a different search engine be used with the product? Is there an API that provides for an alternate search engine?
- 6.9.5.6** List the features that use this search engine.
- 6.9.5.7** Can the search engine be used to search popular document formats such as Word documents, PDFs, etc.?
- 6.9.5.8** Describe which parts of the course can be searched, such as lecture notes, discussion messages, calendar entries, journal notes

Web Services

- 6.9.5.9** Identify and discuss any Web services provided by the product.
- 6.9.5.10** Describe the technology used by the Web services.
- 6.9.5.11** What Web services standards are supported?
- 6.9.5.12** Identify and discuss any external Web services that the product uses or plans to use. (i.e., Web services that are not contained within the product offerings.)

6.9.6 Integration with other enterprise systems

In this section, respondents are asked to describe the product's integration with other enterprise-type computer systems. Both the approach and the particular systems the product is able to integrate with are of interest. Products that are in use within the SDBOR are listed and these are of particular interest.

Describe in detail how the product integrates with the following systems. Specifically identify all entities, functions, and resources with which the product integrates (e.g., students, instructors and teaching assistants, classes, student/classes [add/drop], room assignments, grade submissions, course reserves, digital collections, etc.)

Describe the product's ability to integrate with multiple systems. Identify how the technology allows this to happen.

Describe the level of integration provided specifically with Datatel, as well as the costs in terms of licensing, support, development, etc. necessary to do so. Potential integration with other SIS systems (e.g. PeopleSoft, Banner) should also be discussed.

Where applicable, please note the standards that are used in the integrations. Also indicate integration costs in the Cost Proposal.

6.9.6.1 Library Systems.

Ex Libris Aleph (used by the South Dakota Library Network). In this case:

- Is the product capable of integrating electronic reserves, online journal articles, and virtual reference services from within courses?
- Is a separate login required or can this be integrated with the sign-on services of the product?

6.9.6.2 Student Information System (SIS) and Human Resource (HR) System

- Datatel Colleague (SIS)
- SCT Banner (HR)

6.9.6.3 Directory/Authentication/Authorization Services

- LDAP
- Microsoft Active Directory

6.9.6.4 Email Systems

- Microsoft Exchange/Outlook
- Sun Java Messaging Server

6.9.6.5 Calendar Systems

- Microsoft Exchange/Outlook
- Sun Java System Calendar

6.9.6.6 Portal Systems

- uPortal
- SCT Banner Portal

6.9.6.7 Other Systems

- DyKnow
- Classroom Presenter

6.9.7 API/SDK

- 6.9.7.1** Describe the technologies used to extend the functionality of the products. This includes using scripting, APIs, SDKs and similar techniques. Provide examples documenting these extensions.
- 6.9.7.2** Describe how the Respondent ensures that applications written to integrate with the system using the approved integration approaches remain compatible with new releases of the system.

6.9.8 Security

- 6.9.8.1** Describe the system's authorization system. Include a description of how the system determines authorization for initial access, module access, database access, record access, program access, and field access.
- 6.9.8.2** Describe in detail how the product integrates with external authentication (e.g., LDAP, WebISO, Kerberos, NT, UNIX, or other), and authorization services. Describe any Web single sign-on techniques the product(s) support.
- 6.9.8.3** Describe the proposed product's support of federated authentication and authorization systems like Shibboleth (<http://shibboleth.internet2.edu/>).
- 6.9.8.4** Describe how instructor and student accounts will be created and managed when using an external authentication system.
- 6.9.8.5** Describe the system's encryption methods and/or its ability to interface with encryption software during communication between client stations, application servers, and database servers.
- 6.9.8.6** Describe how the product ensures that private/secure data is not left on the client station after the session ends (be sure to address the caching of data, passwords, etc.).
- 6.9.8.7** Describe what logs the system maintains on the system usage (posting of assignments, taking a test, changing a grade, entering a chat room, etc.) and on unauthorized attempts to access the system, system functionality, and/or specific data.
- 6.9.8.8** Describe how the system provides for automatic/electronic notification of SDBOR security/administration personnel when security breaches occur. Include a description of how the SDBOR can define which security breaches require immediate notification and which do not.
- 6.9.8.9** Does the security notification feature in the question above provide for sending notifications to another security monitoring system, one that might be found in a contemporary data center? If so, identify these

other security monitoring systems and give a description of how this might typically be implemented.

- 6.9.8.10** Does the Respondent issue security alerts for the product? If so, list the number of alerts given in the past year and show an example of such an alert.
- 6.9.8.11** Does the product undergo a third party security audit? If so, give the date of the last audit, the company that performed the audit, and a summary of the audit.
- 6.9.8.12** Describe how the product ensures that user sessions that are “left logged in” are not used inappropriately.
- 6.9.8.13** For internally maintained passwords, describe how the system provides the ability to ensure that passwords are sufficiently complex and are changed regularly.
- 6.9.8.14** How does the product provide public courses to unauthenticated users?
- 6.9.8.15** How does the product provide authorization within a course? Can a guest access some parts and not others?
- 6.9.8.16** How does security apply in different functions within the system?
- 6.9.8.17** Can access to different portions of the course / class be controlled by different roles?
- 6.9.8.18** Describe the levels of security available, as well as the granularity of those security levels.

6.9.9 Administration

- 6.9.9.1** Describe the types and number (in both head count and FTE) of staff members the SDBOR will need to provide ongoing operational and administrative support of the system once the conversion is complete. Describe the tasks that each of these staff members will perform on a daily, weekly, monthly, academic term, and yearly basis.
- 6.9.9.2** Describe how security is administered. Include a description of the system’s ability to delegate administration to host or domain institutions, departments, courses, sections, and users; how users and roles are added and deleted; how passwords are maintained; and whether or not or which elements any of the administration can be automated. Also, identify any security administration that does not take effect immediately when the security rules are entered/stored.
- 6.9.9.3** Describe the processes of backup and recovery. Is recovery automatic in the case of a system failure? How long does backup and recovery take for a system of the size proposed? How long is the system unavailable during a recovery or backup? How often does a typical customer experience a need to recover? What is the likelihood of data loss?

6.9.9.4 Describe the processes and limitations of offline data archiving. Consider the following:

- 6.9.9.4.1.** What tools are supplied for moving data to the archive(s)?
- 6.9.9.4.2.** Describe how data is selected for movement to the archive(s).
- 6.9.9.4.3.** Explain the process for accessing and/or restoring archived data.

6.9.10 Maintenance

6.9.10.1 Describe the process for installing a new release. How long does it take an implementation of the proposed size to prepare for and install a new release, to test the new release, and to put it into production?

6.9.10.2 What is the frequency of new releases? Provide a schedule of new releases for the past 3 years. For each release, include the date the Respondent first indicated the release would be available; the date the release was actually made available to customers, and the percent of the customers currently running on each release.

6.9.10.3 Describe the technology used by the patches. If a third party product is used, include the name and supported versions of this product.

6.9.10.4 Describe the process for installing patches. In a centralized environment, how long does it typically take an implementation of the SDBOR's size to prepare for and install a patch, to test the new patch, and to put it into production? Similarly, in a distributed system, how long would it take each institution (based on similar FTEs) to prepare for and install a patch, to test the new patch and to put it into production.

6.9.10.5 How long has the Respondent supported old versions of the system?

6.9.10.6 How long does the Respondent continue to provide bug fixes on prior releases? When does the Respondent discontinue support of a prior release?

6.9.10.7 Is it possible to skip releases? In other words, is it possible to install a release without installing its immediate predecessor?

6.9.10.8 How are bugs reported and tracked? Are bugs that have been reported by some customers shared with all customers via the Web or some other mechanism? Is a mechanism in place to allow urgent reporting of problems to customers?

6.9.10.9 Are interim bug fixes available between releases?

6.9.11 Standards

6.9.11.1 Please give as much detail as possible about the level of conformance of the product to learning interoperability and content standards

(SCORM 1.2 and 1.3, IMS Enterprise, IMS Content Packaging, IMS QTI, IMS Meta-data, IMS Simple Sequencing, IMS LIP, etc. - list at: <http://www.imsglobal.org/specifications.html>). Please include any conformance test results that specify the type and level of conformance at which the product is certified. It is important to report this separately for each different product area that is conforming to the standards. Providing test logs would be a positive.

6.9.11.2 Describe the support for

- RSS
- Web Services (e.g., UDDI, WS*L, SOAP)
- WebDAV
- MARC (<http://www.loc.gov/marc/>)
- Emerging repository standards (e.g., ODRL (<http://odrl.net/>),
XrML (<http://www.xrml.org/>))

6.9.11.3 Is the Respondent a participant in any specifications and/or standards organizations? If so, describe any such participation.

6.9.12 Performance/Scalability

6.9.12.1 For each major function of the system, define what acceptable performance is, how it is measured, and how the system software and hardware can be scaled to maintain acceptable performance. Be sure to provide a detailed description of how each tier (or server - database, application, Web) can be scaled and how load is balanced.

6.9.12.2 Recommend hardware configurations, including a specific list of equipment that will provide acceptable performance for the needs of the SDBOR system. The SDBOR plans to procure these items separately. These hardware configurations should include appropriate redundant computers to provide for high availability.

6.9.12.3 Are there limitations on the maximum number of users supported?

6.9.12.4 Describe any limitations to scalability that exists.

6.9.13 Documentation/Help

6.9.13.1 Describe the user and technical documentation that is available for the system. Include information on documentation that provides:

- An overview of the system
- Installation/configuration information
- System and database administration
- Technical information on jobs or modules executed
- Data element documentation

- Description of tables and views and the relationship of database entities
- Context sensitive help

6.9.13.2 Provide a list of the printed and electronic formats (e.g., PDF, HTML, Word, online in the application) in which each documentation set is available. If available online, indicate where and how to access.

6.9.13.3 Provide limitations on the distribution of documentation.

6.9.13.4 Describe how the Respondent ensures that the documentation provides clear, accurate, and detailed error messages.

6.9.13.5 Describe how the SDBOR can modify the help documentation to meet the needs of each institution.

6.9.13.6 What documentation is provided with new releases?

6.9.13.7 Does the Respondent provide full documentation in an accessible format to meet the requirements as indicated in section 6.4.6?

6.9.14 Support/Consulting/Training

6.9.14.1 Describe installation support included with the cost of this product.

6.9.14.2 Describe the training provided with the cost of this product including class descriptions and training objectives for end-users, technical staff, and others, including methods used (instructor led, distance learning, “train-the-trainer,” CBT, etc.), locations, and frequency of offerings. Identify the standard training and any customized training that is available to reflect individual institution needs, and include any limitations such as class sizes, locations, and time limits. Consider training requirements for system/software upgrades in the answer. Any additional costs associated with add-on or customized training should be listed separately in the Cost Proposal (**see Section 7**), not in the response to this question.

6.9.14.3 Describe the on-going support available on a 24-hour/7-day basis to both technical staff and end-users including hot line or toll free numbers, day and time availability, and any restrictions. Minimum technical support response time should be indicated, with any differences clearly noted in support response time for different users or the time of day. In the Cost Proposal (**see Section 7**), specify options and complete descriptions for levels of support (e.g., gold, etc.)

6.9.14.4 Describe how information releases, such as technical updates or informational releases for users, are distributed or made available to clients.

6.9.14.5 Describe the consulting services offered for typical types of work.

6.9.14.6 Identify the amount of staffing and the funds as a percent of revenue that are devoted by the Respondent to customer support.

6.9.15 Conversion

- 6.9.15.1** In terms of the conversion process the SDBOR expects the following results, without manual intervention, from a course developed using standard methods in WebCT when converted to the Respondent's product:
- 6.9.15.2** The question database will convert entirely intact
- 6.9.15.3** The quiz/survey questions will convert entirely intact
- 6.9.15.4** Any files uploaded into the course will be transferred into the converted course.
- 6.9.15.5** At least 80% of course content will convert intact; however, navigation may be changed (or may need to be changed by an instructor) to suit the new environment. Other cosmetic changes may be needed as well.
- 6.9.15.6** Calendar events will convert intact; however, references to internal navigation may need to be updated.
- 6.9.15.7** Course content modules will convert intact; however, navigation may be changed (or may need to be changed) to suit the new environment
- 6.9.15.8** Please discuss what student information, if any, is transferred into the new course on the proposed solution during the conversion process.
- 6.9.15.9** Please state how the product's conversion process will meet the expectations outlined above.
- 6.9.15.10** Describe how data and content from WebCT will be converted and loaded into the system.
- 6.9.15.11** Describe any limitations of this conversion that exist or any deviations that may occur from the conversion expectations outlined above.
- 6.9.15.12** What consulting services are included for system conversion and implementation? Demonstrate through documented experiences and/or client references successful use of these services.
- 6.9.15.13** Describe how the Respondent will assist in the development and planning of strategies for the conversion to the new system.
- 6.9.15.14** Describe how the Respondent will quickly and competently identify and solve problems that arise during the conversion.

Note: requiring SDBOR staff to manually transfer an entire course's content from the SDBOR's current LMS (WebCT CE4) into a new course on the proposed system, in lieu of an automated process, is not an acceptable form of conversion.

6.9.16 Implementation Services

- 6.9.16.1** Is the proposed system in current production and installed at customer sites? Provide a list of sites where this proposed product has been implemented.
- 6.9.16.2** Provide current release/version number(s) and date(s) for the system.
- 6.9.16.3** Provide an estimated implementation/delivery schedule.
- 6.9.16.4** Summarize the roles of the Respondent and the SDBOR during the conversion and implementation process.
- 6.9.16.5** Describe how the Respondent will quickly and competently identify and solve problems that arise during the implementation process.
- 6.9.16.6** Describe how the Respondent proposes to manage the project implementation in concert with the SDBOR and individual SDBOR institutions.

6.9.17 Reporting

- 6.9.17.1** Describe reporting the system provides to analyze system usage from a student, instructor, and/or institutional or system-wide perspective.
- 6.9.17.2** Provide a complete list of all of the standard reports.
- 6.9.17.3** Describe the electronic formats of reports.
- 6.9.17.4** Describe the system's ability to preview reports on line, including customized reports from live data.
- 6.9.17.5** Describe how security and authorization applies to reporting.

6.9.18 Query Tools

- 6.9.18.1** The SDBOR may require ad-hoc access to information by multiple levels of users (many of whom are not technical experts). Please describe how the system:
 - 6.9.18.1.1.** Provides ease of use in obtaining discrete data elements
 - 6.9.18.1.2.** Provides built in security features for the query tools
 - 6.9.18.1.3.** Uses the security rules defined in the system to govern application and data use
 - 6.9.18.1.4.** Provides the ability to query information phonetically (e.g., "sounds like") or in English
 - 6.9.18.1.5.** Describe how security and authorization applies to query tools

7. FINANCIAL REQUIREMENTS – COST PROPOSAL

7.1 Cost Proposal

The Cost Proposal must be submitted in a separate envelope and identified per instruction in this RFP. No cost information will be included in the General Proposal.

7.2 Format for Submitting Cost Proposal

All costs related to obtaining, installing, and supporting the LMS product are to be described in the cost proposal. Failure to include significant costs may result in rejection of the respondent's proposal.

At least two pricing proposals are required (see section 7.8). Additional cost proposals that will benefit the SDBOR are both welcomed and encouraged. Each option is to be recorded on a separate cost proposal form see **Appendix B**. Each cost proposal must be complete and include all costs to be incurred if that proposal is accepted.

7.3 Directions for Completing Appendix B

7.3.1 Software License

List the software license cost for the proposed system. Identify whether the software license is perpetual, and if not, the term of the original license and renewals.

7.3.2 Maintenance & Upgrades

State the length of the initial warranty period and note what is included in the warranty. Then note the maintenance costs for each year after the warranty period. Note any discount available if the SDBOR were to prepay maintenance including multi-year contracts.

7.3.3 Training

State the number of training units included in the license cost. State the cost to purchase additional training units. State the length of life of the training units included in the cost of the contract and for any additional training units purchased. State the average number of units required to train 1) technical installation/support staff; 2) faculty; and 3) instructional design staff. State the average number of units required to train an end user of the system. Attach a list of all training units available and identify the delivery method of each (e.g., online, self-study, seminar, workshop).

7.3.4 Technical Documentation

Note the number of copies included with the system. Note the price for additional copies.

7.3.5 Installation Support

Note if there is a separate cost for installation and/or upgrades and what that price is.

7.3.6 Consulting

Note the hourly rates for consulting services in the categories identified.

7.3.7 Third Party Software

The Respondent shall identify the cost of all third party software that the SDBOR is required to purchase in order to achieve the functionality promised by this proposal if the cost is not included in the original license cost. Identify the following:

- Provide detailed information on the product name/vendor/version/model number, etc.
- Indicate if this can be acquired through the Respondent and/or directly from the third party vendor
- Indicate the costs if acquired from the Respondent and is not included in the initial license cost
- Identify how the product is priced
- Identify all options and price variations
- If appropriate, identify price scale for components whose price is based on implementation, configuration, environment or other variables

The Respondent shall inform the SDBOR of all third party software that is recommended but not required to be purchased in order to achieve the functionality promised by this proposal if the cost is not included in the original license cost. Identify the following:

- Provide detailed information on the product name/vendor/version/model number, etc.
- Indicate if this can be acquired through the Respondent and/or directly from the third party vendor
- Indicate the costs if acquired from the Respondent and is not included in the initial license cost
- Identify how the product is priced
- Identify all options and price variations
- If appropriate, identify price scale for components whose price is based on implementation, configuration, environment or other variables

7.4 Fixed price period

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for one hundred and eighty (180) calendar days starting on the due date for proposals.

7.5 Contract Terms

In preparing a response, Respondent must be aware of the following required SDBOR contract terms and conditions.

- Compensation will be for ALL services performed, unless a specific payment schedule is mutually agreed upon. The SDBOR DOES NOT make regular payments based on the passage of time and pays only for services performed or work delivered AFTER it is accomplished in a satisfactory way.
- Payment is made only after the submission of an authorized invoice.
- Reimbursement for travel and subsistence expenses actually incurred in performance of a contract is limited. The SDBOR shall reimburse Contractor/Respondent for actual and reasonable travel expenses, in compliance with the state of SD's reimbursement policy. Generally, meals have a dollar limitation and reasonable and necessary travel and lodging is paid for at state rates. Payment shall be made within 30 days of receipt of a monthly or quarterly billing statement, including itemization and verification of travel expenses.
- Payment for services and product provided will not be made until features and functionality delineated in the Respondent contract are fully operational.

7.6 State Audit

The books, records, documents, and accounting practices and procedures of Respondents relevant to this contract shall be subject to examination by the SDBOR or State Auditor as appropriate.

7.7 Non-Appropriation

The SDBOR may terminate this Agreement immediately upon written notice if the South Dakota legislature fails to appropriate sufficient funds to make the required payments or if appropriations are reduced or its authority to spend appropriations is reduced or limited by law or by reductions in federal or grant funds to a level that the SDBOR determines is insufficient to make the payments.

7.8 Pricing Options

Each vendor proposal must include cost proposals for both: 1) a “system-wide centralized model” assuming a single license of the product serving all six SDBOR institutions; and 2) a “distributed institution-centered model” assuming that each institution obtains its own institution-wide license. Vendors may bid only “FTE Pricing” for each cost proposal. Vendors unable to provide both cost proposals (centralized and distributed) must clearly indicate so.

1. System-Wide Centralized Model

- a. Cost for system-wide purchase of a product assuming an estimated 24,144 FTE students statewide (respondents are invited to visit <http://www.sdbor.edu/publications/documents/092706FallEnrollment.pdf> to learn more about SDBOR demographics and the geographical distribution of SDBOR institutions). Proposals should include cost per FTE student at various levels (e.g., 1-5000, 5001-10000, 10001-25000, 25001-50000 Begin just below current base and add some larger numbers assuming growth Example: 25,000-30,000, 35,000-40,000, etc.).

2. Distributed Institution-Centered Model

- a. Cost for each SDBOR institution to purchase and implement its own institution-wide license assuming an estimated FTE per institution as follows: (see <http://www.sdbor.edu/publications/documents/092706FallEnrollment.pdf> for details):

Institution	Student FTE
Black Hills State University	2,956.0
Dakota State University	1,526.1
Northern State University	1,850.2
South Dakota State School of Mines & Technology	1,751.9
South Dakota State University	9,461.5
University of South Dakota	6,604.3

Proposals should include cost per FTE student at various levels (e.g., 1-5000, 5001-10000, 10001-25000, 25001-50000 Begin just below current base and add some larger numbers assuming growth Example: 2,500-5,000, 5,000-7,500, etc.).

7.9 Additional Costs for Colleague Interface(s)

Proposals must specifically state all additional costs related to Colleague interface capability.

7.10 Innovative Pricing Alternatives

In addition to the required information above, other pricing strategies, including innovative pricing alternatives, are welcomed.

7.11 Cost of Continually Current Version

Pricing should reflect the full cost of the use of a continually current version of the proposed LMS for at least a five-year period following the execution of a contract between SDBOR and the respondent. All proposed licenses to be provided by respondents in response to this RFP shall be continuing licenses and not of a periodic, annual or expiring variety, although it is understood that periodic upgrades to software under permanent licenses may be required. One-time and annual costs should be clearly noted. Costs of initial installation, licensure, servicing, necessary hardware, necessary upgrades, maintenance, and any additional costs must be clearly spelled out so that the proposal includes the total cost to the SDBOR for use of the proposed learning management system during the five-year period.

7.12 Warranty

Clearly indicate the terms and period for any applicable warranty.

8. PROPOSAL/LEGAL REQUIREMENTS

8.1 Access Standards

To the extent required by applicable law, the electronic and information technology (EIT) to be delivered under this contract is capable of providing comparable access to individuals with disabilities consistent with the applicable provisions of the Architectural and Transportation Barriers Compliance Board (“Compliance Board”) set forth in 36 C.F.R. Part 1194.

To the extent the State is required by ruling, determination or order of a court, administrative law judge, or administrative agency of competent jurisdiction, to modify or replace the EIT to be delivered under this contract, or to obtain other software or hardware to operate in conjunction with the EIT, in order to provide reasonable accommodation to persons with handicapping conditions or to otherwise achieve compliance with any applicable requirements of the Americans With Disabilities Act or access standards issued by the Compliance Board under Section 508 of the Rehabilitation Act, Respondent agrees to cooperate with the State in good faith and with all due diligence to provide such modification and remediation services as may be necessary, or, if that is not possible, otherwise to assist the State in identifying such appropriate software, hardware, and associated services as may be available from other sources. In addition, Respondent agrees that it will engage in diligent, good faith efforts to improve accessibility of its software through planned modifications and enhancements to its user interfaces.

8.2 Liability

All respondents in contracts with the SDBOR resulting from this RFP shall hold the State of South Dakota, its agents, and employees, harmless from any and all claims or causes of action of any kind or nature, including but not limited to claims by third parties that the respondent has in any manner infringed upon the rights of such third parties in the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract by the respondent or respondent’s agents or employees. This clause shall not be construed to bar any legal remedies the respondent may have for the State’s failure to fulfill its obligations pursuant to this RFP.

8.3 Laws and Regulations

Any and all services, articles or equipment furnished shall comply fully with all state and federal laws and regulations.

8.4 Antitrust

Respondent shall assign to the State of South Dakota any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State of South Dakota.

8.5 Confidentiality and Compliance with Public Records Laws

RESPONDENT agrees not to use or disclose any information it receives from the SDBOR under this contract which the SDBOR has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by the SDBOR. The SDBOR agrees not to disclose any information it receives from RESPONDENT which the RESPONDENT has previously identified as confidential and which the SDBOR determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the South Dakota open records law, South Dakota Codified Laws § 13-49-31. The duty of SDBOR and RESPONDENT to maintain confidentiality of information under this section continues beyond the term of this contract, including any extensions or renewals.

RESPONDENT understands that, except for disclosures prohibited in this section, the SDBOR must disclose to the public upon request any records it receives from RESPONDENT under this contract. RESPONDENT further understands that any records which are obtained or generated by the RESPONDENT under this contract, except for records that are confidential under Section 17, may be open to the public upon request under the South Dakota open records law. RESPONDENT agrees to contact the SDBOR immediately upon receiving a request for information under the open records law and to comply with the SDBOR instructions on how to respond to the request.

8.6 Ownership of Course Materials – Intellectual Property/Copyright

To the extent that the SDBOR and/or individual staff/instructor owns course materials, the respondent does not claim any ownership of the course materials developed.

8.7 Intellectual Property Indemnification

The respondent warrants that any materials or products provided or produced or utilized in the performance of this order will not infringe or violate any patent, copyright, trade secret, trade names, service marks or names, or any other proprietary right of any third party. In the event of any such claim by any third party against the State, the State shall promptly notify the respondent and, the respondent at the respondent's expense shall indemnify and defend the State against any losses, cost, expense, or liability (including reasonable attorney's fees) arising out of such a claim, whether or not such claim is successful against the State. If such a claim or action arises or in the respondent's or state's opinion is likely to arise, the respondent shall, at the State's discretion, either procure for the State the right or license to continue using the LMS at issue or replace or modify the allegedly infringing material.

8.8 Work Product, Equipment, and Materials

All work product, equipment or materials created or purchased under this contract belong to the SDBOR and must be delivered to the SDBOR upon request upon termination of this contract. RESPONDENT agrees that all materials prepared under this contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to the SDBOR all rights and interests RESPONDENT may have in the materials it prepares under

this contract, including any right to derivative use of the material. RESPONDENT shall execute all necessary documents to enable the SDBOR to protect its rights under this section.

8.9 Subcontractors

The SDBOR reserves the right to approve or reject any subcontractor used by a respondent. The SDBOR must approve subcontractors before any work commences.

8.10 Completion of Services

The respondent has sole and complete responsibility for the completion of all services provided under any contract, except for those items specifically defined as SDBOR responsibilities.

8.11 Insurance Requirements

a. Required Coverages. RESPONDENT will be required to secure and keep in force during the term of this contract and furnish satisfactory evidence of from insurance companies authorized to do business in South Dakota, the following insurance coverages covering the RESPONDENT for any and all claims of any nature which may in any manner arising out of or resulting from this contract:

- 1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 2) Automobile liability, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 3) Workers compensation coverage meeting all South Dakota statutory requirements, including a) an “all states endorsement” to cover claims occurring outside the State of South Dakota if any of the services provided under this contract involve work outside the State of South Dakota; and b) employer’s liability or “stop gap” insurance of not less than \$1,000,000 as an endorsement on the workers compensation or commercial general liability insurance if RESPONDENT is domiciled outside the State of South Dakota.

b. General Insurance Requirements. The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or self insured retention or self-insured amount or other similar obligation under the policies shall be the sole responsibility of the RESPONDENT. The amount of any deductible or self-retention is subject to approval by the SDBOR.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed and maintained for the term of this contract and any extensions with insurers rated “A” or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. The policies

shall be in form and terms approved by the SDBOR. "Follows form" means the excess policy must be written with the same terms and conditions as the policy to which it is excess.

3) SOUTH DAKOTA will be defended, indemnified, saved and held harmless to the full extent of any coverage actually secured by the RESPONDENT in excess of the minimum requirements set forth above. The duty to indemnify SOUTH DAKOTA shall not be limited by the insurance required in this section.

54) SOUTH DAKOTA shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), automobile policy, and excess policies (to the extent applicable) as additional insureds. SOUTH DAKOTA shall have all the rights and coverages as RESPONDENT under said policies. The additional insured endorsement for the commercial general liability policy shall be written on a form equivalent to the ISO 1985 CG 20 10 form, or such other form as approved by the SDBOR, and the endorsement shall not limit or delete SOUTH DAKOTA's coverage in any way based upon SOUTH DAKOTA's acts or omissions.

5) The insurance required in this section, through a policy or endorsement, shall include:

a. a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against SOUTH DAKOTA;

b. a provision that the policy and/or endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned SDBOR representative;

c. a provision that any attorney who represents SOUTH DAKOTA under this policy must first qualify as and be appointed by the South Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. §54-12-08;

d. a provision that RESPONDENT's insurance coverage shall be primary (i.e., pay first) as respects any insurance, selfinsurance or selfretention maintained by SOUTH DAKOTA and that any insurance, selfinsurance or selfretention maintained by SOUTH DAKOTA shall be excess of the RESPONDENT's insurance and shall not contribute with it;

e. cross liability/severability of interest coverage for all policies and endorsements.

6) The legal defense provided to SOUTH DAKOTA under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for SOUTH DAKOTA is necessary.

7) RESPONDENT shall furnish a certificate of insurance, the additional insured endorsement adding SOUTH DAKOTA as an additional insured, and, if requested, a copy of the insurance policy and all its endorsements, to the undersigned SDBOR representative prior to commencement of this contract.

8) Failure to provide insurance as required in this section is a material breach of contract entitling SDBOR to terminate this contract at any time effective upon delivery of notice to RESPONDENT.

8.12 Alternative Dispute Resolution

The SDBOR does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to legal action to enforce available remedies.

8.13 Nondiscrimination and Compliance with Laws

RESPONDENT agrees to comply with all applicable laws, rules, regulations and policies, including but not limited to those relating to nondiscrimination, accessibility and civil rights. RESPONDENT agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including but not limited to sales and use taxes and unemployment compensation and workers' compensation. RESPONDENT shall have and keep current at all times during the term of this contract all licenses and permits required by law.

8.14 SDBOR Audit

All records, regardless of physical form, and the accounting practices and procedures of RESPONDENT relevant to this contract are subject to examination by the South Dakota State Auditor or the Auditor's designee. RESPONDENT will maintain all such records for at least three years following completion of this contract.

8.15 Prepayment

The SDBOR will not make any advance payments before performance by the RESPONDENT under this contract.

APPENDIX A

SDBOR LMS TASK FORCE RECOMMENDATIONS

The following is a list of recommendations on which the SDBOR LMS Task Force members reached a consensus. These stakeholder mission critical recommendations should be addressed in the RFP solutions proposed.

- Create a dialogue on how and why to use a LMS.
- Understand the role of LMS within other systems, and understand how we want the systems to interoperate. The review needs to address centralized versus distributed model.
- Reduce confusion for faculty and students by providing a single set of LMS authentication and entry credentials.
- Enhance the opportunity for integrating the SDBOR's various information systems (course management, library, digital asset, student information); provide better value to faculty and students for the resources used.
- Determine that LMS hardware, software and bandwidth requirements are compatible with the existing SDBOR technical environment.
- Identify important criteria to be included in the RFP process.
- Deploy a RFP for a system-wide learning management system.
- Host showcase for vendor finalists.
- Review and rank vendor finalists.
- Understand the cost of different scenarios moving forward, and develop a financial model to understand the investment required in LMS implementation to achieve the desired academic value.
- Evaluate and forward recommendation to the LMS Steering Committee.
- Gain support from key stakeholders for selecting and migrating to the LMS.

APPENDIX B COST PROPOSAL FORM

Item – Use a separate sheet for each proposed product

Cost

Software License – Product: _____

Identify product version number

System-wide license for product required by this RFP: Option #: _____ \$ _____

Is the license offered perpetual?

Yes _____ No _____

Maintenance & Upgrades

What is included? _____

Length of initial warranty period included in overall price:

Year 1 - after warranty expiration (if 12 months not included)

Year 2

Year 3

Year 4

Year 5

Years 6-10

Discount for prepayment of maintenance:

Months
\$
\$
\$
\$
\$
\$
%

Training

Length of life of training unit: _____

Units included with license cost

Cost for 1 additional Training Unit

Cost for block of 100 Training Units

Cost for block of 500 Training Units

Average number of units to train technical staff

Average number of units to train an end user

Units
\$
\$
\$
Units
Units

Technical Documentation

Number of copies delivered with system

Price to purchase additional copies

Copies
\$ /copy

Installation Support

Cost to install system (if not included in initial license cost):

\$ _____

Courseware Conversion

Cost to convert existing courseware to new LMS system

\$ _____

Consulting

Hourly rate to access various levels (e.g. technical, conversion, functional) of in house consulting:

Senior

Middle

Low

\$ /hour
\$ /hour
\$ /hour

Third Party Software (Identify cost and pricing options for each third party software proposed)

Vendor/Product/Version/Model number:

Pricing Options:

Use a separate Cost Proposal Form for each product.

Signed: _____ Date: _____

Respondent Name: _____

APPENDIX C - RESPONDENT INFORMATION

1. **RESPONDENT NAME:** _____
Federal Tax I.D. Number _____ South Dakota Tax I.D. _____
Number _____
Phone () _____ Toll Free Phone () _____
FAX () _____ E-Mail Address _____
Address _____
City _____ State _____ Zip + 4 _____
2. Name the person to contact for questions concerning this bid / proposal.
Name _____ Title _____
Phone () _____ Toll Free Phone () _____
FAX () _____ E-Mail Address _____
Address _____
City _____ State _____ Zip + 4 _____
3. Any respondent awarded over \$100,000 on this contract must submit affirmative action information to the department. Please name the Personnel / Human Resource and Development or other person responsible for affirmative action in the company to contact about this plan.
Name _____ Title _____
Phone () _____ Toll Free Phone () _____
FAX () _____ E-Mail Address _____
Address _____
City _____ State _____ Zip + 4 _____
4. Mailing address to which state purchase orders are mailed and person the department may contact concerning orders and billings.
Name _____ Title _____
Phone () _____ Toll Free Phone () _____
FAX () _____ E-Mail Address _____
Address _____
City _____ State _____ Zip + 4 _____
5. CEO / President Name _____

APPENDIX D
RESPONDENT REFERENCES

RESPONDENT NAME: _____

Provide company name, address, contact person, telephone number, title, email address and appropriate information on the product(s) and/or service(s) used for installations with requirements similar to those included in this solicitation document. If respondent is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

Company Name _____
Address (include Zip+ 4) _____

Contact Person _____ Phone No _____
Title _____ Email Address _____

Product(s) and/or Service(s) Used – Include scale of product and size of organization _____

Company Name _____
Address (include Zip+ 4) _____

Contact Person _____ Phone No _____
Title _____ Email Address _____

Product(s) and/or Service(s) Used – Include scale of product and size of organization _____

Company Name _____
Address (include Zip+ 4) _____

Contact Person _____ Phone No _____
Title _____ Email Address _____

Product(s) and/or Service(s) Used – Include scale of product and size of organization _____

Company Name _____
Address (include Zip+ 4) _____

Contact Person _____ Phone No _____
Title _____ Email Address _____

Product(s) and/or Service(s) Used – Include scale of product and size of organization _____

APPENDIX E

CHECKLIST TO BE USED FOR SECTION 6.6

Learner Tools - Communication Tools

- ☐ Discussion Forums
- ☐ File Exchange
- ☐ Internal Email
- ☐ External Email
- ☐ Mail Forwarding
- ☐ Real-Time Chat
- ☐ Whiteboard

Learner Tools - Productivity Tools

- ☐ Bookmarks
- ☐ Orientation/Help
- ☐ Plan/Progress Review
- ☐ Search within Course
- ☐ Work Offline/Synchronize

Learner Tools - Student Involvement Tools

- ☐ Wikis
- ☐ Online Journal/Notes
- ☐ Self-Assessment
- ☐ Group Work and Student Community Building
- ☐ Student Portfolios

Support Tools - Administration Tools

- ☐ Authentication
- ☐ Course Authorization
- ☐ Registration Integration
- ☐ Library Resource Integration
- ☐ Course Back Up and Restoration

Support Tools - Course Delivery Tools

- ☐ Automated Testing and Scoring
- ☐ Course Management
- ☐ Instructor Helpdesk
- ☐ Online Grading Tools
- ☐ Student Tracking
- ☐ WYSIWYG Page Editing

Support Tools - Curriculum Design Tools

- ☐ Course Templates
- ☐ Curriculum Management
- ☐ Customized Look and Feel
- ☐ Instructional Design Tools
- ☐ Content Interoperability Standards Compliance

Supported Hardware/Software

- ☐ Client Browser Support
- ☐ Database Support
- ☐ Server Software
- ☐ Unix Server Support
- ☐ Windows Server Support
- ☐ Security

Demonstration of Proposed Product(s)

- ☐ Real or Demonstration copy of fully functional software
- ☐ Demonstration of Conversion from current CMS
- ☐ Course Access for Hands-On Testing



Via email

December 21, 2016

David Hansen
Regents Information Systems
4801 N Career Ave, Suite 121
Sioux Falls, SD 57107
David.Hansen@sdbor.edu

Re: API Terms

Dear Mr. Hansen:

The purpose of this letter is to clarify that, with respect to access to and use of D2L APIs by South Dakota Board of Regents ("**SDBOR**"), any click-through or embedded terms and conditions presented as part of the process of obtaining the APIs, including the "*D2L Non-Commercial Developer Agreement*" (collectively, "**Additional Terms**"), do not apply to SDBOR. D2L acknowledges that such Additional Terms are superseded by the terms of Internet2 Customer Agreement between the University Corporation for Advanced Internet Development d/b/a Internet2, a not-for-profit corporation and South Dakota Board of Regents, and the terms of the Business Agreement between Internet2 and D2L Ltd. which apply to SDBOR as a third party beneficiary, as applicable.

In order to obtain access to the APIs, SDBOR may be required to click through the Additional Terms or otherwise indicate acceptance. Any such acceptance by SDBOR is solely to gain access to the APIs, and will not cause SDBOR to be bound by the Additional Terms.

D2L is excited to continue to work with SDBOR, and we look forward to supporting SDBOR's future success, including by enabling integrations with D2L partners. If you have any questions, please contact your account manager, Tom Lockman, or feel free to contact me.

Sincerely,

DocuSigned by:

A blue ink handwritten signature of Anna Forgione is shown within a blue DocuSign signature box.

32DEC3D78D98484...

Anna Forgione

General Counsel and Corporate Secretary

Anna.Forgione@D2L.com

Internet2 Customer Agreement

This agreement (the or this “**Agreement**”) is entered into and made effective as of **August 13th, 2014** (the “**Effective Date**”) by and between the University Corporation for Advanced Internet Development d/b/a Internet2, a not-for-profit corporation (“**Internet2**”), and South Dakota Board of Regents (“**Enterprise Customer**”) (Internet2 and Enterprise Customer hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties**”).

RECITALS

WHEREAS, Internet2 has entered into and may be entering into additional business agreements with service providers (each, a “**Service Provider**”) to provide Internet2 with the right to contract directly with Enterprise Customer to enable Service Providers to deliver certain services (each, a “**NET+ Service**”) to Enterprise Customer (each such agreement between Internet2 and a Service Provider hereinafter referred to as an “**I2 Service Provider Business Agreement**”); and

WHEREAS, the Parties mutually desire to enter into this Agreement to enable Service Provider(s) to deliver to Enterprise Customer certain NET+ Services, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Documents Comprising Agreement. The general terms and conditions attached to this Agreement as Exhibit A (the “**General Terms and Conditions**”), all other exhibits attached to this Agreement and all Internet2 NET+ Service Schedules (as defined below), including all of the terms and conditions contained in such other exhibits and all Internet2 NET+ Service Schedules, are binding upon the Parties and are incorporated into and made a part of this Agreement.

2. The NET+ Services. The initial NET+ Service for which Enterprise Customer is by this Agreement contracting to receive from a Service Provider is set forth on Schedule A annexed to this Agreement and made a part hereof. Additional NET+ Services may be ordered by Enterprise Customer by the Parties annexing to this Agreement, for each additional NET+ Service, a separate schedule that is dated and duly signed by the Parties, lists the additional NET+ Service and contains any additional terms and conditions applicable thereto (Schedule A and each such additional schedule, including all attachments that are now or hereafter attached by the Parties to Schedule A or such additional schedules, are each an “**Internet2 NET+ Service Schedule**”).

3. Term of this Agreement. The term of this Agreement (the “**Customer Agreement Term**”) shall commence on the Effective Date and continue until the last day that any Service Provider is to provide Enterprise Customer with a NET+ Service pursuant to an Internet2 NET+ Service Schedule, unless earlier terminated in accordance with a Party’s rights under this Agreement or by mutual written agreement of the Parties.

In witness whereof, the Parties have executed this Agreement as of the Effective Date.

ACCEPTED AND AGREED:

South Dakota Board of Regents

DocuSigned by:
By Monte R Kramer
Name: Monte R Kramer
Title: System VP of Finance & Administration

University Corporation for Advanced Internet Development d/b/a Internet2

DocuSigned by:
By Jay Pfisterer
Name: Jay Pfisterer
Title: CFO

EXHIBIT A

GENERAL TERMS & CONDITIONS

1. Applicability of General Terms and Conditions to Each NET+ Service; Definitions.

(a) The General Terms and Conditions shall apply on an individual basis to each NET+ Service that Enterprise Customer contracts for under the Agreement. Unless the context requires otherwise, when used with respect to a particular NET+ Service, "Service Provider" shall refer to the Service Provider that is providing such NET+ Service, "I2 Service Provider Business Agreement" shall refer to the I2 Service Provider Business Agreement between Internet2 and the Service Provider that is providing such NET+ Service, "Services" shall refer to the Services as defined in such I2 Service Provider Business Agreement; and "Other Deliverables" shall refer to any products, licenses, offerings or other deliverables of any kind, if any, that are not included in the definition of Services but that are provided by Service Provider to Enterprise Customer in connection with the I2 Service Provider Business Agreement or the Internet2 NET+ Service Schedule and are identified as "Other Deliverables" in the I2 Service Provider Business Agreement or the Internet2 NET+ Service Schedule. The Services and Other Deliverables shall collectively be referred to herein as the "Deliverables."

(b) Capitalized expressions contained in the Agreement shall have the meaning given in the I2 Service Provider Business Agreement, unless separately defined in the Agreement.

2. Services Term.

(a) The "Initial Services Term" during which Service Provider is to provide the Services to Enterprise Customer shall be three (3) years or longer, and shall be defined in the Internet2 NET+ Service Schedule. Unless otherwise terminated as provided for in the Agreement or the I2 Service Provider Business Agreement, the term during which Service Provider is to provide Services to Enterprise Customer shall automatically renew following the Initial Services Term for consecutive one (1) year periods (each a "Renewal Services Term") unless (i) either Party provides the other Party with notice of its intent not to renew the Initial Services Term or the then-current Renewal Services Term, as the case may be, at least three (3) months prior to the end of the Initial Services Term or the then-current Renewal Services Term, as the case may be; or (ii) any such automatic renewal is prohibited by "Governing Law" (as defined in Section 14(k)). Enterprise Customer represents that it has accurately identified in Exhibit B any restrictions imposed by Governing Law on the automatic renewal of agreements to which Enterprise Customer is a party.

(b) The Initial Services Term and all Renewal Services Terms are collectively referred to as the "Services Term." In addition, each twelve (12) month period (commencing on the first day of the Initial Services Term and thereafter commencing each anniversary of the first day of the Initial Services Term) during the Services Term is referred to herein as a "Contract Year."

3. Restrictions. To the maximum extent permitted under Governing Law and except as otherwise set forth in the Internet2 NET+ Service Schedule or the I2 Service Provider Business Agreement, Enterprise Customer shall not, directly or through others: (a) commercially exploit the Deliverables by marketing, licensing, selling, distributing,

or transferring the Deliverables to a third party; (b) disassemble, reverse engineer or decompile the Service Provider Software or any other software used by Service Provider to provide the Service Provider Platform, or prepare derivative works from any component of the Deliverables, or attempt to discover any portion of the source code or trade secrets therein; (c) sell, lend, rent, give, assign or otherwise transfer or provide access to the Deliverables; or (d) remove, obscure or alter any notice of copyright, trademark or other proprietary right appearing in or on any component of the Deliverables. For the avoidance of doubt, the restrictions contained above in this Section 3 shall not prohibit Enterprise Customer from marketing or distributing the Deliverables to potential Users subject to the terms of the Internet2 NET+ Service Schedule and the I2 Service Provider Business Agreement, or otherwise prohibit any actions or any use of the Deliverables expressly permitted under the Internet2 NET+ Service Schedule or the I2 Service Provider Business Agreement.

4. Pricing; Payment Terms.

(a) Enterprise Customer shall pay to the Invoicing Party, in U.S. dollars within thirty (30) days of the receipt of each invoice other than any reasonably disputed amounts as described in Section 4(b) below, the applicable fees due from Enterprise Customer to the Invoicing Party for the Deliverables ("Fee(s)").

(b) In the event of any disputed invoiced Fees that Enterprise Customer has a right to dispute and for which Enterprise Customer disputes in good faith; Enterprise Customer shall provide the Invoicing Party with written notice of the disputed amount within forty-five (45) days of invoice receipt and shall timely pay any undisputed portion of such invoice within thirty (30) days of receipt of such invoice. Enterprise Customer irrevocably and forever waives its right to dispute any invoiced Fees if it fails to provide written notice of the disputed amount within forty-five (45) days of the receipt of the invoice. Enterprise Customer shall cooperate in good faith with the Invoicing Party in an attempt to resolve any disputed invoice or portion thereof within forty (40) days of notice of dispute. Within thirty (30) days following the resolution of a dispute over an invoice or a portion thereof, Enterprise Customer shall pay to the Invoicing Party the resolved amount of Fees due the Invoicing Party.

5. Taxes. Enterprise Customer shall pay any federal, state, and local sales or use tax imposed or based on the Deliverables. Such taxes, if applicable, shall be separately stated on the Invoicing Party's invoices and reported and paid to appropriate governmental authorities by the Service Provider. If Enterprise Customer is legally entitled to an exemption from the payment of any taxes, Enterprise Customer shall promptly and timely provide the Invoicing Party with legally sufficient tax exemption certificates for each taxing jurisdiction for which it claims an exemption, naming Service Provider as the seller on each tax exemption certificate.

6. Disclaimers.

(a) OTHER THAN THE EXPRESS WARRANTIES (AND THEN AS TO SERVICE PROVIDER ONLY AND NO OTHER PERSON), IF ANY, SET FORTH IN THE I2 SERVICE PROVIDER BUSINESS AGREEMENT OR THE NET+ SERVICE SCHEDULE, NEITHER SERVICE PROVIDER NOR ANY OTHER PERSON PROVIDES ANY EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH OR UNDER THE I2 SERVICE PROVIDER BUSINESS AGREEMENT AND THE AGREEMENT, INCLUDING WITH RESPECT TO THE DELIVERABLES,

AND SERVICE PROVIDER HEREBY EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT, OR THE COMPLIANCE OF THE DELIVERABLES WITH ANY LEGAL, REGULATORY AND/OR OTHER REQUIREMENTS APPLICABLE TO ENTERPRISE CUSTOMER, EXCEPT AS OTHERWISE PROVIDED IN THE NET+ SERVICE SCHEDULE OR IN THE I2 SERVICE PROVIDER BUSINESS AGREEMENT. THESE DISCLAIMERS SHALL APPLY EXCEPT TO THE EXTENT, IF AT ALL, THAT GOVERNING LAW DOES NOT PERMIT THEM.

(b) FOR THE AVOIDANCE OF DOUBT, INTERNET2 IS NOT PROVIDING THE DELIVERABLES, OR ANY OTHER SERVICES, LICENSES, PRODUCTS, OFFERINGS OR DELIVERABLES OF ANY KIND, TO ENTERPRISE CUSTOMER IN CONNECTION WITH OR UNDER THE I2 SERVICE PROVIDER BUSINESS AGREEMENT AND THE AGREEMENT, AND THEREFORE INTERNET2 MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ALL WARRANTIES IN CONNECTION WITH OR UNDER THE I2 SERVICE PROVIDER BUSINESS AGREEMENT AND THE AGREEMENT INCLUDING WITH RESPECT TO THE DELIVERABLES AND ANY OTHER SERVICES, LICENSES, PRODUCTS, OFFERINGS OR DELIVERABLES, BOTH EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT, OR THE COMPLIANCE OF THE DELIVERABLES WITH ANY LEGAL, REGULATORY AND/OR OTHER REQUIREMENTS APPLICABLE TO ENTERPRISE CUSTOMER. THESE DISCLAIMERS SHALL APPLY EXCEPT TO THE EXTENT, IF AT ALL, THAT GOVERNING LAW DOES NOT PERMIT THEM.

(c) For the purpose of further clarification, and notwithstanding anything to the contrary express or implied in the Agreement, Enterprise Customer acknowledges that all references, representations, warranties and covenants made in the I2 Service Provider Business Agreement or the Agreement (including in any Exhibits attached hereto), whether express or implied, concerning in any way Service Provider and/or any of the Deliverables, are made by Service Provider alone and not by or in conjunction with Internet2. Enterprise Customer shall inform Users that the Deliverables are being provided by Service Provider.

7. Indemnification Procedure

Enterprise Customer shall promptly provide written notice of the existence of any Claim. Service Provider shall, to the extent consistent with Governing Law, be entitled to control and direct the defense or settlement of any such Claim at its own expense and with its own counsel. As a condition to the indemnity obligation of Service Provider set forth in the I2 Service Provider Business Agreement, Enterprise Customer shall provide Service Provider with reasonable assistance (at the expense of Service Provider) in connection with the defense or settlement of any such Claim, provided that (i) Enterprise Customer shall at all times have the right to participate in such defense at its own expense and with its own counsel; and (ii) Service Provider shall not settle such Claim without Enterprise Customer's prior written approval if the settlement terms admit fault on the part of the Enterprise Customer or require the Enterprise Customer to make any payment.

8. Limitation of Liability

(a) Notwithstanding anything to the contrary contained in this Agreement, in no event shall Internet2 have any liability to Enterprise Customer for any actions, omissions, representations or warranties of Service Provider (which also includes any Service Provider Contractors/Agents), including for any breach or alleged breach by Service Provider of, or any failure of Service Provider to fulfill any of its obligations under, the Agreement or the I2 Service Provider Business Agreement. In the event of any such breach or alleged breach by Service Provider of the Agreement or the I2 Service Provider Business Agreement, or any claims relating to any other actions, omissions, representations or warranties of Service Provider (which also includes any Service Provider Contractors/Agents), Enterprise Customer's sole remedy shall be to pursue a claim directly against Service Provider in respect thereof, and Enterprise Customer irrevocably and forever waives any right to bring any such claims against Internet2.

(b) TO THE EXTENT PERMITTED BY GOVERNING LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, WITH THE EXCEPTION OF THE LIABILITY OF SERVICE PROVIDER FOR A BREACH BY SERVICE PROVIDER OF ANY OF ITS OBLIGATIONS UNDER SECTION 8 OF THE I2 SERVICE PROVIDER BUSINESS AGREEMENT, NEITHER PARTY NOR SERVICE PROVIDER, NOR ANY OF ITS OR THEIR AFFILIATES, AGENTS OR CONTRACTORS, NOR ANY OF THE FOREGOING'S PARTNERS, PRINCIPALS, AGENTS, SERVANTS, PERSONNEL, OFFICERS OR DIRECTORS, SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES ARISING IN CONNECTION WITH THE AGREEMENT OR THE I2 SERVICE PROVIDER BUSINESS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. THE FOREGOING LIMITATION ON LIABILITY SHALL, HOWEVER, ALSO NOT BE APPLICABLE TO SERVICE PROVIDER'S INDEMNITY OBLIGATIONS UNDER THE I2 SERVICE PROVIDER BUSINESS AGREEMENT.

(c) To the extent permitted by Governing Law and except as otherwise provided in Section 8(d), the liability of each Party to the other under and/or in connection with the Agreement and the I2 Service Provider Business Agreement, and the liability of Service Provider to Enterprise Customer under the Agreement and the I2 Service Provider Business Agreement, in respect of any Section 5.4(c) Event shall, irrespective of the number of claims, actions, demands, suits or proceedings arising out of or related to a Section 5.4(c) Event be limited as set forth in this Section 8(c). In the case of Service Provider's liability to Enterprise Customer under the Agreement or the I2 Service Provider Business Agreement in respect of a Section 5.4(c) Event, Service Provider's liability shall be limited to the greater of (i) Five Thousand Dollars (\$5,000), and (ii) the amount that Enterprise Customer is required to pay the Invoicing Party under the Agreement for the applicable Services during the twelve (12) month period ending on the date of the occurrence of the applicable Section 5.4(c) Event. In the case of Internet2's liability to Enterprise Customer under the Agreement or the I2 Service Provider Business Agreement in connection with an Internet2 NET+ Service Schedule in respect of a Section 5.4(c) Event, Internet2's liability shall be limited to the greater of (i) Five Thousand Dollars (\$5,000), and (ii) the amount that Enterprise Customer is required to pay the Invoicing Party under the Agreement for the applicable Services during the twelve (12)

month period ending on the date of the occurrence of the applicable Section 5.4(c) Event. In the case of Enterprise Customer's liability to Internet2 under the Agreement in connection with an Internet2 NET+ Service Schedule in respect of a Section 5.4(c) Event, except for any Fees owed by Enterprise Customer to the Invoicing Party, Enterprise Customer's liability shall be limited to the greater of (i) Five Thousand Dollars (\$5,000), and (ii) the amount that Enterprise Customer is required to pay the Invoicing Party under the Agreement for the applicable Services during the twelve (12) month period ending on the date of the occurrence of the applicable Section 5.4(c) Event (the "**Damages Cap**"). The monetary limitations on liability contained in this Section 8(c) shall apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.

(d) Notwithstanding the foregoing, the monetary limitations on liability in Section 8(c) shall not apply as to such Party or Service Provider, as applicable: (1) to the indemnification obligations of Service Provider under Section 5.2 of the I2 Business Agreement; (2) to liability for damages caused by a Party's or Service Provider's gross negligence or willful misconduct; (3) to liability for personal injury or death caused by the negligence of a Party or Service Provider; (4) to fraudulent misrepresentation by a Party or Service Provider; (5) to violation by a Party or Service Provider of the other Party's or a Service Provider's Proprietary Rights; and (6) as to Service Provider, to any breach of Section 8 of the I2 Business Agreement by Service Provider. As to Enterprise Customer's exposure for liability, clauses (2) through (5) immediately above shall only apply to the extent such are permitted to apply under Governing Law, and without waiver of sovereign immunity, if applicable.

(e) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL ANY OF THE OFFICERS, TRUSTEES, DIRECTORS, PARTNERS, BENEFICIARIES, JOINT VENTURERS, MEMBERS, STOCKHOLDERS OR OTHER PRINCIPALS OR REPRESENTATIVES OF EITHER PARTY OR SERVICE PROVIDER, DISCLOSED OR UNDISCLOSED, THEREOF, EVER BE PERSONALLY LIABLE TO THE OTHER PARTY OR SERVICE PROVIDER (INCLUDING FOR DIRECT OR CONSEQUENTIAL DAMAGES), AND THE PARTIES AND SERVICE PROVIDER HEREBY IRREVOCABLY AND FOREVER WAIVE THE RIGHT TO RECOVER DAMAGES FROM ANY SUCH PERSONS. AS TO AN INDIVIDUAL PERSON, HOWEVER, THE FOREGOING SENTENCE OF THIS SECTION 8(e) WILL NOT APPLY TO AN INDIVIDUAL IN THE EVENT OF WILLFUL MISCONDUCT OR FRAUD BY SUCH INDIVIDUAL.

(f) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL INTERNET2 OR SERVICE PROVIDER HAVE ANY LIABILITY TO ENTERPRISE CUSTOMER FOR THE ACTS OR OMISSIONS OF ANY USERS.

(g) THE LIMITATIONS IN THIS SECTION 8 OF THESE GENERAL TERMS AND CONDITIONS APPLY REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTIES, OR ANY OTHER LEGAL THEORY, AND IRRESPECTIVE OF WHETHER ANY CLAIM THEREFOR IS MADE DURING OR AFTER THE CUSTOMER AGREEMENT TERM.

9. Proprietary Rights

(a) The Services are licensed and/or provided, and not sold, to Enterprise Customer. Service Provider reserves all rights in the Services not expressly granted to Enterprise Customer or its Users under the Agreement or in the I2 Service Provider Business Agreement, including all Proprietary Rights in the same. No title to or ownership of any Service Provider Software or Documentation of Service Provider is transferred to Enterprise Customer, who shall have the right to use the Service Provider Software and Documentation as permitted under the Agreement. For the avoidance of doubt, no title to or ownership of any Proprietary Rights of Enterprise Customer is being transferred to Service Provider or Internet2 under the Agreement, and no title to or ownership of any Proprietary Rights of Internet2 is being transferred to Service Provider or Enterprise Customer under the Agreement.

(b) As among Enterprise Customer, Internet2 and Service Provider, all rights, including all Proprietary Rights, in and to Enterprise Customer Data shall remain the exclusive property of Enterprise Customer. The Agreement does not give Service Provider or Internet2 any rights, implied or otherwise, to any data, content, or intellectual property of Enterprise Customer, except as may be expressly stated in the Agreement or the I2 Service Provider Business Agreement. The Agreement does not give Enterprise Customer any rights, implied or otherwise, to any data, content, or intellectual property of Internet2, except as may be expressly stated in the Agreement or the I2 Service Provider Business Agreement.

(c) Enterprise Customer shall comply with the requirements and limitations of the licenses from third party publishers concerning Enterprise Customer's Use of Third Party Software, to the extent such requirements and limitations are set forth in the applicable Internet2 NET+ Service Schedule.

10. Confidential Information.

(a) All Confidential Information shall be and remain the property of the Person whose Confidential Information it is. For purposes of this Section 10, as to Enterprise Customer's obligations, "Protected Entity" or "Protected Entities" shall mean Internet2 and Service Provider, and as to Internet2's obligations, "Protected Entity" or "Protected Entities" shall mean Enterprise Customer. Each Party shall use commercially reasonable efforts to prevent the disclosure of the Protected Entities' Confidential Information to third parties (but with respect to Internet2, for the purposes of this provision, Service Provider shall not be deemed a third party) by taking steps at least as protective as those the Party takes to protect its own Confidential Information. Each Party shall use the Protected Entities' Confidential Information only for purposes of fulfilling its obligations under the Agreement, shall notify any Protected Entity promptly upon discovery of any unauthorized use or disclosure of such Protected Entity's Confidential Information and in the case of any unauthorized use or disclosure, cooperate with the Protected Entity to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.

(b) Upon a Party's receipt of a Legal Request in respect to any Confidential Information of a Protected Entity, the Party receiving the Legal Request will attempt to redirect the requesting third party to the applicable Protected Entity to acquire any Confidential Information of such Protected Entity. If such redirecting efforts are unsuccessful, and provided that the Party receiving the Legal Request is not prohibited by

Governing Law from doing so, such Party will, prior to disclosure in response to the Legal Request, provide as much advance notice as possible to the applicable Protected Entity, which notice will include, to the extent permitted by Governing Law, a copy of the Legal Request received by that Party. The Party receiving the Legal Request will thereafter respond to the Legal Request on or around the last day permitted pursuant to the Legal Request except that if the Protected Entity has taken successful legal steps (e.g., motion to quash or motion for protective order) to delay, stop or limit the response to the Legal Request, the Party receiving the Legal Request will not respond until and unless required to do so, or will respond only to the extent required on or around the last day permitted pursuant to the Legal Request, whichever is applicable. Notwithstanding the foregoing, Enterprise Customer may respond to the Legal Request prior to the period on or around the last day permitted pursuant to the Legal Request, if deemed necessary by Enterprise Customer under the circumstances.

(c) The confidentiality obligations of Internet2 and Enterprise Customer set forth above in this Section 10 shall survive for a period of five (5) years after the expiration or earlier termination of the Internet2 NET+ Service Schedule, unless a longer period of time is required by Governing Law, and shall not be deemed to in any way limit any confidentiality obligations set forth in the I2 Service Provider Business Agreement. During such five (5) year period and continuing for a period of forty-five (45) days thereafter, upon written request of the disclosing Party, the receiving Party will return or destroy the Confidential Information of the Protected Entity without retaining any copies thereof, with any destruction confirmed in writing by the receiving Party.

11. Press Release; References

(a) To the maximum extent permitted by Governing Law, and except as provided in the next sentence with respect to Internet2 and in Section 11(b) below, neither of the Parties nor Service Provider shall have the right to make or issue, or otherwise intentionally cause to be made or issued, any public comments, public statements, press releases or the like, regarding this Agreement without the prior written consent of the other Party and Service Provider or, in the case of Service Provider, without the prior written consent of the Parties, provided, that, in either case, such prior written consent shall not be unreasonably withheld. Notwithstanding the foregoing, Internet2 shall have the right (i) to publicly disclose in a press release or public statement or otherwise that Enterprise Customer has agreed to receive the Services from Service Provider in connection with the "Internet2 NET+ Program," and (ii) in connection therewith, subject to Enterprise Customer's style guidelines, to display Enterprise Customer's supplied logo on the website of Internet2 and any marketing materials pre-approved in writing by Enterprise Customer.

(b) For the avoidance of doubt, Section 11(a) is not meant to (i) restrict Service Provider and Internet2's respective rights under Section 2.4 of the I2 Service Provider Business Agreement or Enterprise Customer's rights under Section 2.5 of the I2 Service Provider Business Agreement; or (ii) prohibit either Party from disclosing the contents of the Agreement (i.e., providing a copy of the Agreement) to any Person, as the Agreement is not confidential.

12. Termination

(a) If either Party commits a material breach or default in the performance of such entity's obligations under the

Agreement or, in the case of Enterprise Customer, Service Provider commits a material breach or default of its obligations, or fails to fulfill any of its obligations, under the Agreement or the I2 Service Provider Business Agreement, the aggrieved entity shall have the right to give the breaching or defaulting entity written notice of breach or default, including a statement of the facts relating to the material breach or default. If the material breach or default is not cured within forty-five (45) days (or twenty (20) days in the event the material breach or default is non-payment) after the breaching or defaulting entity's receipt of such notice (or such later date as may be specified in such notice), the aggrieved non-defaulting entity, at its option, shall have the right to elect to terminate any or all of the applicable Internet2 NET+ Service Schedules to which the material breach or default relates, on written notice to the other entities at any time thereafter while the breach or default remains uncured.

(b) Each Party shall have the right to terminate the Agreement in whole or in part by giving the other a written notice of termination in the event: (i) the other Party becomes insolvent or makes a general assignment for the benefit of creditors; (ii) a petition under the Bankruptcy Code is filed by the other Party; or (iii) a petition under the Bankruptcy Code is filed against the other Party and the other Party has not secured a dismissal of such petition within sixty (60) days after the petition is filed against the other Party.

(c) If the I2 Service Provider Business Agreement terminates or expires, all obligations of Internet2 in respect of the I2 Service Provider Business Agreement under the Agreement (including under the corresponding Internet2 NET+ Service Schedule), other than Internet2's confidentiality obligations, shall immediately cease and the corresponding Internet2 NET+ Service Schedule shall be deemed to immediately terminate. Notwithstanding the foregoing, if the I2 Service Provider Business Agreement is terminated by Internet2 pursuant to Section 6.3 of the I2 Service Provider Business Agreement, Enterprise Customer shall continue to use and pay for the Services for the agreed upon term(s) in this Agreement pursuant to a separate agreement that shall be entered into between Service Provider and Enterprise Customer in substantially the same form as the Agreement (and including the operative terms from the I2 Service Provider Business Agreement), at the then current rates in effect for Enterprise Customer under the Agreement, with no rate increase for at least a period of time that is equal in duration to the greater of (i) what would otherwise be the balance of the then current Contract Year; or (ii) what is required under either the I2 Service Provider Business Agreement or the Agreement.

(d) Whenever a Party has an express right to terminate any Internet2 NET+ Service Schedule(s), unless expressly stated otherwise, such Party shall not incur any liability to the other Party or Service Provider solely as a result of such termination. Notwithstanding anything to the contrary contained in any Internet2 NET+ Service Schedule, the termination of the Agreement shall, without limitation, cause all Internet2 NET+ Service Schedules to be terminated as of the date of termination of the Agreement. No refunds (including any pro rata refunds) will be provided in connection with any termination unless, and then only to the extent, Internet2 receives a corresponding refund from a Service Provider in connection with such Enterprise Customer.

(e) Upon termination of any Internet2 NET+ Service Schedule for any reason, any and all liabilities accrued prior to the Effective Date of the termination shall survive.

13. Data Transfer upon Termination or Expiration.

(a) No later than three (3) business days prior to the expiration or earlier termination of the Services Term, Enterprise Customer shall contact Service Provider and inform Service Provider whether to disable Enterprise Customer's Account(s) and promptly Securely Delete the Enterprise Customer Data, or

(ii) retain Enterprise Customer Data in Enterprise Customer's Account(s) (the account features and functionality of which shall then be limited to data retrieval features and functionality) for the Retention Period so that Enterprise Customer may extract the data using the Service Provider API, or if Enterprise Customer elects to not utilize the API, it may also extract the data in any other reasonable manner.

(b) If Enterprise Customer does not make an election under Section 13(a) of these General Terms and Conditions in a timely manner (i.e., if Enterprise Customer fails to make an election under Section 13(a) at least three (3) business days prior to the expiration or earlier termination of the Services Term), Enterprise Customer shall not be deemed in breach of the Agreement and Enterprise Customer shall be deemed to have elected option (ii) under Section 13(a) such that Service Provider shall retain the Enterprise Customer Data in accordance with option (ii) under Section 13(a). If Enterprise Customer elects, or is deemed to elect, option (ii) under Section 13(a) of these General Terms and Conditions and requires the assistance of Service Provider in connection therewith, Enterprise Customer shall reimburse Service Provider for any applicable reasonable costs.

(c) On the Deletion Date, Service Provider shall disable the applicable Enterprise Customer's Account(s) and Securely Delete the Enterprise Customer Data. Commencing on the Deletion Date, Enterprise Customer shall not be able to extract the Enterprise Customer Data from Enterprise Customer's Account(s).

14. Miscellaneous.

(a) **Recitals.** The recitals set forth on page 1 of the Agreement are by this reference incorporated into and made a part of the Agreement.

(b) **Priority.** The provisions of the Agreement shall be treated in the following order of precedence in the event of any conflict: (1) the provisions contained in an Internet2 NET+ Service Schedule; (2) the provisions contained in the General Terms and Conditions; (3) the provisions contained in the main body of the Agreement.

(c) **Terms of Service.** Access and use of the Service Provider Platform and Service Provider Software by a User is contingent upon such User complying with the Terms of Service.

(d) **Mutual Representations and Warranties.** Each Party represents and warrants to the other that (i) the Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (ii) no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of the Agreement except, with respect to Internet2, from Service Provider to the extent required by the I2 Service Provider Business Agreement; and (iii) the execution, delivery and performance of the Agreement does not violate the terms or conditions of any other agreement to which it is a Party or by which it is otherwise bound.

(e) Contractual Relationship.

(i) The Parties are entering into the Agreement as independent contracting parties. The Agreement shall not be construed to create an association, agency relationship, joint venture or partnership between the Parties or between either of the Parties and Service Provider or to impose any partnership liability upon any Party or Service Provider. No officer, director, employee, Affiliate, agent or subcontractor retained by Service Provider to perform work on Enterprise Customer's behalf under the Agreement shall be deemed to be an employee or agent of Internet2 or Enterprise Customer.

(ii) Service Provider shall be deemed a third party beneficiary of the Agreement with respect to Enterprise Customer only (and not with respect to Internet2), and then with respect to Enterprise Customer, only in connection with enforcing the obligations of Enterprise Customer under, and being able to bring claims against Enterprise Customer under, the Agreement. Therefore, without limiting any of Internet2's rights (including its rights to bring a claim based on a breach or alleged breach of the Agreement by Enterprise Customer), in the event of a breach or alleged breach of the Agreement by Enterprise Customer, Service Provider shall have the right to assert and pursue claims for breach of contract directly against Enterprise Customer, subject to the other terms and conditions of the Agreement. Enterprise Customer shall be deemed a third party beneficiary of the I2 Service Provider Business Agreement to the extent set forth therein. As a result, Enterprise Customer shall have the right to enforce the terms of the I2 Service Provider Business Agreement against Service Provider, subject to the other terms and conditions of the Agreement. Enterprise Customer hereby forever waives and relinquishes in favor of Internet2, and agrees not to assert, any claim it may have against Internet2 under or in connection with or arising out of the I2 Service Provider Business Agreement (including any third party beneficiary claim against Internet2 in connection with the I2 Service Provider Business Agreement). If the foregoing waiver by Enterprise Customer is held to be invalid under Governing Law by a court of competent jurisdiction, then, Internet2's liability to Enterprise Customer in connection with any such claim shall nevertheless be subject to the limitations as set forth in Section 8(c) above.

(iii) Internet2 shall have the right to use Internet2 Contractor/Agents to perform any of its obligations or to act on behalf of Internet2. All actions of Internet2 Contractor/Agents in connection with the Agreement are attributable to Internet2 for all purposes under the Agreement. For the avoidance of doubt, Service Provider (which includes Service Provider Contractor/Agents) are not considered to be Internet2 Contractor/Agents for purposes of this Agreement. Enterprise Customer shall have the right to use independent contractors, subcontractors, or other non-employees ("**Enterprise Customer Contractor/Agents**") to perform any of its obligations or to act on behalf of Enterprise Customer. All actions of Enterprise Customer Contractor/Agents in connection with the Agreement are attributable to Enterprise Customer for all purposes under the Agreement.

(iv) Enterprise Customer shall not be deemed a third party beneficiary under any Network Services Agreement between Internet2 and Service Provider or under any Colocation Agreement between Internet2 and Service Provider. Neither Service Provider nor Internet2 shall have any liability to Enterprise Customer arising out of, and Enterprise Customer irrevocably and forever waives any and all rights to bring any claim, action, demand, suit or proceeding of any kind against Service Provider or Internet2 arising out of, any Network Services Agreement, or any Colocation Agreement, between Service Provider and Internet2.

(f) **Notices.** Any notice or other communication under the Agreement given by any Party or Service Provider to the others shall be in writing and be effective upon delivery when: (i) delivered in person; or (ii) sent via email for such Party or Service Provider with a confirmation telephone call, in each case specifically referencing a notice given under the Agreement, provided, however, that a copy of any notice asserting a material breach or default or terminating the Agreement shall also be delivered in writing by overnight courier. All notices shall be addressed as set forth in Exhibit C (or to such changes of address of which one Party or Service Provider notifies the others in accordance with the foregoing).

(g) **Non-waiver.** The failure of either Party to insist upon or enforce strict performance of any of the provisions of the Agreement or to exercise any rights or remedies under the Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same shall remain in full force and effect.

(h) **Assignment.** Except as provided in the next sentence, neither Party nor Service Provider shall directly, indirectly, by operation of law or otherwise assign all or any part of the Agreement or its rights hereunder or transfer its obligations hereunder. Notwithstanding the foregoing, each Party and Service Provider shall have the right to assign or transfer all of its rights or obligations under the Agreement (i) to an Affiliate or (ii) in connection with a merger or a sale of all or substantially all of its assets or stock (and then only to the merged or purchasing entity), provided that in the event of assignment under either (i) or (ii), such assignee/transferee agrees to be bound by the terms and conditions of the Agreement. Any assignment or delegation to the contrary shall be deemed void from inception. Subject to the foregoing restrictions, the Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the Parties and Service Provider and their respective successors and permitted assigns. This Section 14(h) is not intended to limit either Party's rights or obligations under Section 14(e)(iii) of these Terms and Conditions or Service Provider's or Internet2's similar rights under the I2 Service Provider Business Agreement.

(i) **Integration.** The Agreement, including all Exhibits and Schedules which are attached to the Agreement (including this Exhibit A) and incorporated herein by this reference, together with any other Exhibits and Schedules which may hereafter be attached hereto in accordance with the terms of the Agreement, and all applicable terms of the I2 Service Provider Business Agreement in effect on the date the NET+ Service Schedule is executed, constitutes the entire agreement, and supersedes any and all prior agreements, whether written or oral, between the Parties with regard to the subject matter hereof. The Agreement shall not be amended or modified except by a writing signed by both Parties. Headings used herein are for convenience only and shall not have any separate legal effect. For the avoidance of doubt, and without limiting the foregoing, notwithstanding anything to the contrary in any "Enterprise Customer Purchase Order" (as defined below), no terms or conditions of any order or similar type of document submitted by an Enterprise Customer in connection with the Agreement or a NET+ Service Schedule, or the subject matter therein ("Enterprise Customer Purchase Order") will have the effect of adding to, modifying or deleting any of the terms of the Agreement, or otherwise altering the obligations or rights of the Parties or Service Provider as set forth in the Agreement or the I2 Service Provider Business Agreement unless such Enterprise Customer Purchase Order is signed by Internet2 and this provision 14(i) is expressly referenced and waived by Internet2,

and then only to the extent expressly waived therein, in which event any addition, deletion or other modification to the Agreement will only be as expressly set forth in such Enterprise Customer Purchase Order executed by Internet2 and then only to the extent expressly waived by Internet2 therein.

(j) **Severability.** If any provisions of the Agreement shall be conclusively determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the Agreement shall not be affected thereby and shall remain in full force and effect.

(k) **Governing Law; Dispute Resolution.** The Agreement and the rights and obligations of the Parties and Service Provider hereunder shall be governed by the law of the state in which Enterprise Customer's main campus is located ("**Governing Law**"), without reference to choice of law principles. Any disputes arising out of or related to the Agreement shall be brought only in courts of competent jurisdiction in the state in which Enterprise Customer's main campus is located, following good-faith efforts by the Parties and, if applicable, Service Provider, to negotiate a resolution; and, Enterprise Customer, Internet2 and Service Provider hereby submit to the sole and exclusive jurisdiction of such courts waiving the objection to the propriety or convenience of such venues.

(l) **Survival.** The provisions of the Agreement that by their nature are continuing shall continue in full force and effect and shall bind the parties beyond any termination, cancellation or expiration of the Agreement, except as prohibited by Governing Law.

(m) **Force Majeure.** In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under the Agreement due to any cause beyond the reasonable control of the Party invoking this provision, the affected Party's performance shall be temporarily excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence; provided, that the affected Party resumes performance as soon as it is reasonably able to do so and that the affected Party (i) provides the other Party prompt notice of the nature and expected duration of the event, (ii) uses commercially reasonable efforts to address and mitigate the cause and effect of such event, (iii) provides periodic notice of relevant developments, and (iv) provides prompt notice of the end of such event.

(n) **No Drafting Presumption.** Each Party acknowledges that it and its counsel have been given an equal opportunity to review the terms and conditions of the Agreement and agrees that the Agreement shall not be construed either in favor of or against either Party or Service Provider by virtue of the extent of the Parties' or Service Provider's involvement in preparing or reviewing the Agreement.

(o) **Good Faith.** The Parties and Service Provider shall act in good faith with respect to each provision of the Agreement and any dispute that may arise related hereto.

(p) **Counterparts; Signature by Electronic Means.** The Agreement, including each Internet2 NET+ Service Schedule, may be signed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one single agreement between the Parties. A signature delivered by electronic means, facsimile, or a PDF shall be considered an original for purposes of the Agreement.

(q) SERVICE PROVIDER IS HEREBY DESIGNATED AS A "SCHOOL OFFICIAL" BY ENTERPRISE CUSTOMER, AS SUCH TERM IS USED IN SECTION 8.2(a) OF THE I2 SERVICE PROVIDER BUSINESS AGREEMENT.

EXHIBIT B

Restrictions imposed by Governing Law on the automatic renewal of the Agreement

EXHIBIT C**Notices**

If to Service Provider:	See Exhibit 4 of Schedule A of the applicable Internet2 NET+ Service Schedule
With (copy) to:	See Exhibit 4 of Schedule A of the applicable Internet2 NET+ Service Schedule
If to Enterprise Customer:	<u>Dr. Monte Kramer</u> <u>SD Board of Regents</u> <u>306 E Capital Ave, Suite 200</u> <u>Pierre, SD 57501</u> <u>605-773-3455 Monte.Kramer@sdbor.edu</u>
With (copy) to:	<u>David Hansen</u> <u>Regents Information Systems</u> <u>4801 N Career Ave, Suite 121</u> <u>Sioux Falls, SD 57107</u> <u>605-367-7770 David.Hansen@sdbor.edu</u>
If to Internet2:	UCAID/Internet2 1000 Oakbrook Drive, Suite 300 Ann Arbor, MI 48104 Attn: James A. Pflasterer, CFO E-mail: japflasterer@internet2.edu
With (copies) to:	UCAID/Internet2 1150 18th St NW Washington, DC 20036 Attn: John S. Morabito, Esq. Vice President of External Relations and General Counsel and Arent Fox LLP 1717 K Street, NW Washington, DC 20036 Attn: Alan G. Fishel, Esq.

SCHEDULE A

NET+ Service Schedule for Desire2Learn Services

Additional Terms and Conditions:

Dated November 21, 2014

1. **Initial Services Term.** The Initial Services Term shall commence on August 13, 2014 and continue for a period of Three (3) year(s).

2. **The Service Provider Platform.** The Service Provider Platform applicable to this NET+ Service Schedule is (mark the applicable box):

- ☐ Desire2Learn Capture
☒ Desire2Learn Learning Environment

3. **Access to and Use of the Services.** Upon the execution of this NET+ Service Schedule, Enterprise Customer will have a royalty-free, irrevocable, nonexclusive, nontransferable, enterprise-wide, fully paid-up worldwide right and license for the duration of the Enterprise Customer Term to access and use, and permit and enable Users to access and use, the Services, subject to the limitations set forth herein and in the I2 Service Provider Business Agreement, and with respect to student Users, by the specified number of FTE (as defined and identified in Exhibit E of the I2 Service Provider Business Agreement). The current general specifications of the Services as described by Service Provider are contained in Exhibit A attached to the I2 Service Provider Business Agreement.

4. **Fees.** The Fees payable by Enterprise Customer to the Invoicing Party for the Services are set forth on Exhibit 1 attached to this Schedule A and made a part hereof, and are subject to any changes permitted under the I2 Service Provider Business Agreement. The Invoicing Party will be Internet2. Mark the applicable boxes below to indicate the Enterprise Customer selected Offer and Tier:

Offer: Tier: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ 5 ☐ 6 ☐ 7

- ☒ Offer 1
☐ Offer 2
☐ Offer 3
☐ Stand Alone Capture # of Capture Licenses: ____

5. **Terms of Service.** See Exhibit L attached to the I2 Service Provider Business Agreement.

6. **Third Party Software.** There is no Third Party Software.

7. **Modifications to the Agreement.** Solely with respect to the NET+ Service(s) covered by this NET+ Service Schedule, and for no other NET+ Service or NET+ Service Schedule (unless expressly set forth in such other NET+ Service Schedule), the following modifications shall be deemed made to the Agreement:

a. Section 4 (Pricing; Payment Terms) is hereby deleted and replaced with the following:

“4. Pricing; Payment Terms.

- (a) Enterprise Customer shall pay to the Invoicing Party, in U.S. dollars within **forty-five (45)** days of the receipt of each invoice other than any reasonably disputed amounts as described in Section 4(b) below, the applicable fees due from Enterprise Customer to the Invoicing Party for the Deliverables (“Fee(s)”).

(b) In the event of any disputed invoiced Fees that Enterprise Customer has a right to dispute and for which Enterprise Customer disputes in good faith; Enterprise Customer shall provide the Invoicing Party with written notice of the disputed amount within forty-five (45) days of invoice receipt and shall timely pay any undisputed portion of such invoice within **forty-five (45)** days of receipt of such invoice. Enterprise Customer irrevocably and forever waives its right to dispute any invoiced Fees if it fails to provide written notice of the disputed amount within forty-five (45) days of the receipt of the invoice. Enterprise Customer shall cooperate in good faith with the Invoicing Party in an attempt to resolve any disputed invoice or portion thereof within forty (40) days of notice of dispute. Within thirty (30) days following the resolution of a dispute over an invoice or a portion thereof, Enterprise Customer shall pay to the Invoicing Party the resolved amount of Fees due the Invoicing Party.”

b. In Section 6 (a), 6 (b) and 8 (c) the references to “Governing Law” is replaced with “Applicable Law”.

c. Section 7 (indemnification Procedure) is hereby deleted and replaced with the following:
“7. Indemnification Procedure

Enterprise Customer shall promptly provide written notice to Service Provider of the existence of any Claim for which Enterprise Customer expects Service Provider to fulfill Service Provider’s obligations under Section 4.2(a) of the I2 Service Provider Business Agreement, provided that failure to do so shall not be deemed a breach of the Agreement or relieve Service Provider of its indemnity obligation if failure to give prompt written notice does not prejudice Service Provider’s defense of the applicable Claim. Service Provider shall, to the extent consistent with Governing Law, fully control the defense and/or settlement of any such Claim at its own expense and with its own counsel, provided that Service Provider will not enter into any settlement agreement that admits fault on the part of Enterprise Customer or that requires Enterprise Customer to make any payment. Enterprise Customer shall, upon prior reasonable written request of Service Provider and at Service Provider’s cost and expense, provide reasonable assistance to Service Provider in connection with the defense and/or settlement of any such Claim. In addition, Enterprise Customer shall have the right to participate in such defense at its own expense and with its own counsel.”

d. Section 8(b) in the Agreement is hereby deleted and replaced with the following:

“(b) TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY NOR SERVICE PROVIDER, NOR ANY OF ITS OR THEIR AFFILIATES, AGENTS OR CONTRACTORS, NOR ANY OF THE FOREGOING’S PARTNERS, PRINCIPALS, AGENTS, SERVANTS, PERSONNEL, OFFICERS OR DIRECTORS, SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES ARISING IN CONNECTION WITH THE AGREEMENT OR THE I2 SERVICE PROVIDER BUSINESS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. THE FOREGOING LIMITATION ON LIABILITY SHALL, HOWEVER, ALSO NOT BE APPLICABLE TO SERVICE PROVIDER’S INDEMNITY OBLIGATIONS UNDER THE I2 SERVICE PROVIDER BUSINESS AGREEMENT.”

e. Section 8(c) in the Agreement is hereby deleted and replaced with the following:

“(c) To the extent permitted by Governing Law and except as otherwise provided in Section 8(d), the liability of each Party to the other under and/or in connection with the Agreement and the I2 Service Provider Business Agreement, and the liability of Service Provider to Enterprise Customer and Enterprise Customer to Service Provider under, arising out of, or related to the Agreement and the I2 Service Provider Business Agreement, in respect of any Section 5.4(c) Event shall, irrespective of the number of claims, actions, demands, suits or proceedings arising out of or related to a Section 5.4(c) Event be limited as set forth in this Section 8(c). In the case of Service Provider’s liability to Enterprise Customer under the Agreement or the I2 Service Provider Business Agreement in respect of a Section 5.4(c) Event, Service Provider’s liability shall be limited to the greater of (i) Five Thousand Dollars (\$5,000), and (ii) the amount that Enterprise Customer is required to pay the Invoicing Party under the Agreement for the applicable Services during the twelve (12) month period ending on the date of the occurrence of the applicable Section 5.4(c) Event. In the case of

Internet2's liability to Enterprise Customer under the Agreement or the I2 Service Provider Business Agreement in connection with an Internet2 NET+ Service Schedule in respect of a Section 5.4(c) Event, Internet2's liability shall be limited to the greater of (i) Five Thousand Dollars (\$5,000), and (ii) the amount that Enterprise Customer is required to pay the Invoicing Party under the Agreement for the applicable Services during the twelve (12) month period ending on the date of the occurrence of the applicable Section 5.4(c) Event. In the case of Enterprise Customer's liability to Internet2 under the Agreement in connection with an Internet2 NET+ Service Schedule in respect of a Section 5.4(c) Event, except for any Fees owed by Enterprise Customer to the Invoicing Party, Enterprise Customer's liability shall be limited to the greater of (i) Five Thousand Dollars (\$5,000), and (ii) the amount that Enterprise Customer is required to pay the Invoicing Party under the Agreement for the applicable Services during the twelve (12) month period ending on the date of the occurrence of the applicable Section 5.4(c) Event (the "Damages Cap"). The monetary limitations on liability contained in this Section 8(c) shall apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory."

f. Section 8(d) in the Agreement is hereby deleted and replaced with the following:

"(d) Notwithstanding the foregoing, the monetary limitations on liability in Section 8(c) shall not apply as to such Party or Service Provider, as applicable: (1) to the indemnification obligations of Service Provider under Section 5.2 of the I2 Business Agreement; (2) to liability for damages caused by a Party's or Service Provider's gross negligence or willful misconduct; (3) to liability for personal injury or death caused by the negligence of a Party or Service Provider; (4) to fraudulent misrepresentation by a Party or Service Provider; (5) to violation by a Party or Service Provider of the other Party's or a Service Provider's Proprietary Rights; and (6) as to Service Provider, to any breach of Section 8 of the I2 Business Agreement by Service Provider to the extent that is not caused in whole or in part by Internet2's or Internet2 Net+ Partner's or Enterprise Customer's breach. As to Enterprise Customer's exposure for liability, clauses (2) through (5) immediately above shall only apply to the extent such are permitted to apply under Governing Law, and without waiver of sovereign immunity, if applicable. Notwithstanding anything to the contrary in the Agreement, as to Service Provider's exposure for liability under sub-clause (6) in this Section 8(d), Service Provider's liability shall be limited to the greater of (i) Fifteen Thousand Dollars (\$15,000), and (ii) the amount that Enterprise Customer is required to pay the Invoicing Party under the Agreement for the applicable Services during the thirty-six (36) month period ending on the date of the occurrence of the applicable Section 5.4(c) Event."

g. Section 11(a) in the Agreement is hereby deleted and replaced with the following:

"(a) To the maximum extent permitted by Governing Law, and except as provided in the next sentence with respect to Internet2 and in Section 11(b) below, neither of the Parties nor Service Provider shall have the right to make or issue, or otherwise intentionally cause to be made or issued, any public comments, public statements, press releases or the like, regarding this Agreement without the prior written consent of the other Party and Service Provider or, in the case of Service Provider, except to the extent necessary in Service Provider's delivery of the Services to an Enterprise Customer (for clarity this doesn't include for any advertising or marketing purposes unless otherwise agreed to between Service Provider and Enterprise Customer) and access to Service Provider's customer community, without the prior written consent of the Parties, provided, that, in either case, such prior written consent shall not be unreasonably withheld. Notwithstanding the foregoing, Internet2 shall have the right (i) to publicly disclose in a press release or public statement or otherwise that Enterprise Customer has agreed to receive the Services from Service Provider in connection with the "Internet2 NET+ Program," and (ii) in connection therewith, subject to Enterprise Customer's style guidelines, to display Enterprise Customer's supplied logo on the website of Internet2 and any marketing materials pre-approved in writing by Enterprise Customer."

h. The following Force Majeure clause shall apply in regards to the Service Provider's Services:

"In the event that Service Provider is prevented from performing, or is unable to perform, any of its obligations under this Agreement or the I2 Business Agreement due to any cause beyond the reasonable control of the Service Provider invoking this provision which shall include natural disaster, actions of governmental bodies, strikes, lockouts, riots, acts of war, communication line failures, power failures, fires or similar events, the Service Provider's performance shall be temporarily excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence; provided, that the Service Provider resumes performance as soon as it is reasonably able to do so and that the Service Provider (i) provides the Enterprise Customer or Internet2 prompt notice of the nature and expected duration of the event, (ii) uses commercially reasonable efforts to address

EXHIBIT 1 to Schedule A

Fees

Desire2Learn Internet2 Offering

Fees and Rates Schedule

Effective Date: Aug-13-2014
Agreement End Date: Jun-30-2017
Term: 2 Years, 10 Months, 18 Days
Client: South Dakota Board of Regents
User Type: FTE
Support Type: Silver
Currency: USD

Pricing Summary (see details below)

Item	Two Year Contract Value
Smart Start	\$0.00
Integrated Learning Platform	\$774,708.33
Support	\$92,965.00
Total Contract Value	\$867,673.33

Roll Out Schedule	Transition Period	Year 1	Year 2
Permitted Number of FTE	25,000	25,000	25,000

One Time Fees

Measure	Transition Period Aug-13-2014 to Jun-30-2015 Fees Due: Aug-13-2014	Year 1 Jul-01-2015 to Jun-30-2016 Fees Due: Jul-01-2015	Year 2 Jul-01-2016 to Jun-30-2017 Fees Due: Jul-01-2016
Desire2Learn Smart Start Services* <i>This Includes:</i> <i>Desire2Learn Learning Environment Implementation</i> <i>Test Environment Implementation</i> <i>SIS/HRIS Integration Implementation</i> <i>SSO Integration Implementation</i> <i>LDAP Integration Implementation</i>	\$0.00	\$0.00	\$0.00
One Time Fees	\$0.00	\$0.00	\$0.00

Annual Fees

Measure	Transition Period Aug-13-2014 to Jun-30-2015 Fees Due: Aug-13-2014	Year 1 Jul-01-2015 to Jun-30-2016 Fees Due: Jul- 01-2015	Year 2 Jul-01-2016 to Jun-30- 2017 Fees Due: Jul-01-2016
Software, Cloud Services, and Maintenance <i>This Includes:</i> <i>Desire2Learn Learning Environment Annual Fee - FTE</i> <i>Desire2Learn Cloud Services Annual Fee - FTE</i> <i>Test Environment Cloud Services</i> <i>Test Environment Annual Maintenance</i> <i>SIS/HRIS Integration Annual Maintenance</i> <i>SSO Integration Annual Maintenance</i> <i>LDAP Integration Annual Maintenance</i>	\$223,958.33	\$268,750.00	\$282,000.00
Support <i>This Includes:</i> <i>Silver Administrator Support - 12 ASCs and unlimited incidents per month</i>	\$26,875.00	\$32,250.00	\$33,840.00
Annual Fees	\$250,833.33	\$301,000.00	\$315,840.00

EXHIBIT 2 to Schedule A

As required by the State of South Dakota, and notwithstanding anything to the contrary in the Agreement, the Agreement and the rights and obligations of the Parties and Service Provider hereunder shall be governed by the law of the State of South Dakota, without reference to choice of law principles. Any disputes arising out of or related to the Agreement shall be brought only in a circuit court of the South Dakota Unified Judicial System, following good-faith efforts by the Parties and, if applicable, Service Provider, to negotiate a resolution; and, Enterprise Customer, Internet2 and Service Provider hereby submit to the sole and exclusive jurisdiction of such courts waiving the objection to the propriety or convenience of such venues.

EXHIBIT 3 to Schedule A

Intentionally Omitted

EXHIBIT 4 to Schedule A

Notices

If to Service Provider:	Attention: Legal Department D2L Ltd. 715 St, Paul Street, Baltimore, MD, USA, 21202 +2311
With (copy) to:	Attention: Legal Department Desire2Learn Incorporated 151 Charles Street West, Suite 400, Kitchener, Ontario, N2G 1H6



South Dakota Board of Regents

Analytics Implementation

Statement of Work

February, 2013

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Institution	South Dakota Board of Regents (SDBOR)
Project Name	Analytics Implementation
Project ID	SDBOR-113
Project Start Date	February 14, 2013
SDBOR Project Manager	Ruth Peters
SDBOR Technical Lead	Ruth Peters
D2L Project Manager	Robson Picinato
D2L Technical Lead	Steven Woodard
D2L Account Manager	Mario Sanchez

1.0 Project Description

This Statement of Work describes the scope, deliverables, assumptions, acceptance criteria, work effort limitations, and other particulars required to implement Desire2Learn products and integrations described herein for the South Dakota Board of Regents (SDBOR).

2.0 Project Scope

The scope is to implement the deliverables outlined in section 3.0.

- Analytics Implementation

3.0 Deliverables

Desire2Learn will provide the following deliverables:

3.1 Analytics Implementation

- Desire2Learn will provide consulting, guidance and support to SDBOR to configure the Analytics Portal. The Analytics implementation includes the following consultations:
 - Business analysis and requirements gathering
 - Document requirements and use cases
 - Configuration Support
 - Training – Admin
- Desire2Learn Analytics will be implemented such that an end user can:
 - Use standard and ad hoc reporting in Analytics to query a database of interaction data related to the use of the Desire2Learn Learning Environment.
 - Access the Analytics Reporting Tool which allows site administrators to view standard reports, manage dashboards, create ad-hoc reports, and schedule email delivery of standard and ad hoc reporting
 - Access the Analytics Portal to generate, view, and download reports based on permission level

Acceptance of this deliverable is described in section 4.1.

4.0 Acceptance Criteria

The following describes the criteria by which completion of deliverables described in section 3.0 is indicated.

4.1 Acceptance criteria for Analytics

- Acceptance will be deemed complete when:
 - Desire2Learn has provided consulting, guidance and support to SDBOR to configure the Analytics Portal. The Analytics implementation includes the following consultations:
 - Business analysis and requirements gathering
 - Document requirements and use cases
 - Configuration Support
 - Training – Admin
- And when an end user with sufficient permissions as defined by SDBOR can:
 - Run standard and ad hoc reports within Analytics to query a database of interaction data related to the use of the Desire2Learn Learning Environment.
 - Access the Analytics Reporting interface and is able to view standard reports, manage dashboards, create ad-hoc reports, and schedule email delivery of standard and ad hoc reporting
 - Access the Analytics Portal to generate, view, and download reports based on permission level

The following documentation will be produced as part of this deliverable:

- Analytics Workbook
- Analytics Consulting Agenda

5.0 Desire2Learn Responsibilities

Desire2Learn will execute the required work effort as described in the project plan outlined in section 7.0. Generally, this will include the following services:

5.1 Project Management

Desire2Learn will provide ongoing project management for Desire2Learn project team members, including schedule, budget, scope, risk, and change control, throughout the duration of the implementation. The Desire2Learn implementation team will participate in regular project status meetings and the Project Manager will prepare weekly/monthly status reports demonstrating overall project health.

5.2 Deployment

Desire2Learn will install the required application code to fulfill the deliverables described in section 3.0

5.3 Implementation

Desire2Learn will provide consulting, configuration support, recommendations, and other work efforts as described in the proposed project plan outlined in section 7.0.

5.4 Training

Desire2Learn will provide training to the SDBOR's personnel as described in the proposed project plan outlined in section 7.0.

6.0 SDBOR's Responsibilities

The SDBOR will provide the required work effort as described below:

6.1 Project Management

The SDBOR will provide ongoing project management for their work effort in support of the project plan outlined in section 7.0. The SDBOR project manager will act as the single point of contact for the Desire2Learn project manager. The SDBOR project manager will be responsible for facilitating the following requests of the SDBOR:

- Decision requests
- Change requests
- Other approvals as required
- Acceptance of deliverables

6.2 Other Personnel

The SDBOR will provide the appropriate personnel required to support the ongoing work efforts of the project as described in the proposed project plan outlined in section 7.0.

7.0 Implementation Plan

This sample implementation plan is meant to convey approximate task duration, sequence and dependencies only. The detailed implementation schedule will be jointly defined and documented by SDBOR and Desire2Learn in the project initiation phase.

D2L Hosted -Analytics Implementation - Sample Schedule																	
Task Name	wk 1	wk 2	wk 3	wk 4	wk 5	wk 6	wk 7	wk 8	wk 9	wk 10	wk 11	wk 12	wk 13	wk 14	wk 15	wk 16	wk 17
Project Kick off meeting																	
Project Planning																	
Analytics product deployment and ETL process																	
Analytics site verification																	
Kick-off session with campuses																	
Session #1: Admin Introduction to Analytics																	
Session #2: Standard Reports and Data Domain Definition																	
Group A: Session #3: Client Reporting Objectives Deep Dive - Workshop 1																	
Group B: Session #3: Client Reporting Objectives Deep Dive - Workshop 1																	
Group A: Session #4: Client Reporting Objectives Deep Dive - Workshop 2																	
Group B: Session #4: Client Reporting Objectives Deep Dive - Workshop 2																	
Use Case Review and Investigation																	
Documentation Preparation																	
Wrap Up Session																	
Project Closure and Transition to Support																	

8.0 Project Change, Decision, and Approval Requests

8.1 Change Requests

Scope changes and/or additions requested by the SDBOR (i.e. that are not documented in this statement of work) will be managed by following the Change Request process:

1. Desire2Learn Project Manager will gather the SDBOR requirements summary
 - a. Desire2Learn and the SDBOR subject matter experts will be engaged as required for requirements refinement
2. A change request form is created by the Desire2Learn project manager which documents:
 - a. The scope of the change
 - b. The impact of the change (both on schedule and cost)
3. The change request is provided to the SDBOR for approval who will respond within 5 business days, or the change request will be deemed not accepted.
4. If the SDBOR rejects the change request, no further activities will follow and the SDBOR shall not be obligated to pay any additional fee or other amount in connection with such change request.
5. If the SDBOR accepts the change, the SDBOR will approve and sign the change request.
6. Desire2Learn similarly signs the change request and it becomes fully executed.
7. The Desire2Learn project manager will incorporate the change into the project plan
8. The change, as documented, is then incorporated into the project plan with corresponding invoice(s).

8.2 Decision Requests

Decisions which do not affect Scope and/or do not constitute a Change Request will be managed by following the process:

1. A decision request form is created by the Desire2Learn project manager, which documents:
 - a. The impact of the decision
 - b. The amendments required to deliverables, timetable and/or payment terms.
2. The decision request is provided to the SDBOR for approval who will respond within 5 business days, or the decision request will be deemed not accepted.
3. If the SDBOR rejects the decision request, no further activities.
4. If the SDBOR accepts the change, the SDBOR will approve and sign the decision request.
5. Desire2Learn similarly signs the decision request and it becomes fully executed.
6. The Desire2Learn project manager will incorporate the decision request into the project plan.

8.3 Other Approval Requests

The SDBOR project manager is responsible for communicating approvals to the Desire2Learn project manager within 5 business days of request (unless mutually agreed otherwise).

9.0 Project Assumptions

9.1 Project Assumptions

- The SDBOR will provide completed Analytics workbooks to Desire2Learn by February 25, 2013.
- The SDBOR Project Manager will facilitate and coordinate booking of meetings with representatives from each campus.
- Deliverables required for this project will be produced during regular business hours unless otherwise agreed.
- Delays in any deliverables or dependencies that result in the need to reschedule other project deliverables and resources may result in a change request that could impact the project budget and/or schedule.
- Any proposed or requested changes to requirements documents represents a project change that will be documented using a change request form that summarizes the change and project impact (in terms of scope, budget, and schedule).
- The timeline outlined in section 7.0 assumes that the Statement of Work is finalized and approved by March 8, 2013. Any delay in finalizing the Statement of Work may result in rescheduling of the project to an unspecified future date based on availability of Desire2Learn resources and the Desire2Learn project schedule.

9.2 Out of Scope

- Customization of the LE or Analytics
- Development of custom reports out of Analytics or LE.
- Changes to the Org Structure within LE (e.g. changes to support Multi-Organization / Learning Outcome Assessment / Accreditation Reporting)
- Student Success System implementation
- Upgrade to newer version of LE or Analytics
- Travel and related expenses are not included in scope of this Statement of Work.
- Refreshes of the non-Production environments from Production are out of scope of this Statement of Work.

10.0 Scope Acceptance

_____ South Dakota Board of Regents

Ruth Peters

Date

_____ D2L Inc

Robson Picinato

Date

Appendix A: Change Request Form

Date:

Number:

Details of Proposed Change

No.	Request Title	Reason	Impact	Request Date	Requestor	Approved By	Status	If not approved, reason:	Close Date
CR1			Choose an item.	Click here to enter a date.			Choose an item.		Click here to enter a date.
CR2			Choose an item.	Click here to enter a date.			Choose an item.		Click here to enter a date.
CR3			Choose an item.	Click here to enter a date.			Choose an item.		Click here to enter a date.
CR4			Choose an item.	Click here to enter a date.			Choose an item.		Click here to enter a date.
CR5			Choose an item.	Click here to enter a date.			Choose an item.		Click here to enter a date.
CR6			Choose an item.	Click here to enter a date.			Choose an item.		Click here to enter a date.



QUOTATION

Quote # 002616

Desire2Learn Incorporated

151 Charles Street West, Suite 400
Kitchener, Ontario N2G 1H6

+1 519.772.0325

DATE DECEMBER 2, 2012
EXPIRATION DATE JANUARY 31, 2013

TO South Dakota Board of Regents
306 East Capitol Ave
Pierre, SD - South Dakota, 57501

CC Jack Warner, Executive Director

RE: SDBOR - Analytics

Governing Agreement Name
Master Agreement
Governing Agreement Effective Date
13-Aug-2007

COMPONENT	DESCRIPTION	ONE-TIME FEE	ANNUAL FEES	DUE
Analytics	Installation*	\$5,000.00		On Completion
Analytics	Annual Fee+		\$60,000.00	13-Aug
Total Fees		\$5,000.00	\$60,000.00	

*On condition that this quotation be signed and returned to Desire2Learn on or before December 31, 2012, Implementation fee will increase to \$10,000 if signed and returned after December 31, 2012.

+ A pro-rated amount of \$35,000.00 will be invoiced along with one-time fees (if noted above) for the 7 month period from 13 January, 2013 to 12 August, 2013

CHANGES TO EXISTING GOVERNING AGREEMENT TERMS	
1	Addition of Analytics

This Quotation may be accepted as a binding agreement (Authorizing Document) if it is signed and returned, or if a valid Purchase Order ("PO") referencing D2L's Quote # above is provided. Unless otherwise indicated, all other terms of the Governing Agreement remain in full force and effect. No modifications to this Quote or supplemental terms provided on a PO or similar document will have any binding effect.

This Quotation is valid up to and inclusive of the Expiration Date. D2L reserves the right to accept or reject any PO or signed Quote after the Expiration Date.

To accept this Quotation, either issue a PO referencing the Quote # above, or

sign here:

Date:

THE INDIVIDUAL SIGNING IS AUTHORIZED TO BIND THE CLIENT.

Work Order

Work Order Title:	SDBOR - Analytics	Client Name:	South Dakota Board of Regents
Date:	12/2/2012	Prepared By:	James Knight
Work Order No.:	WO-2012-12-03	Client PO No.:	N/A
Status:	Open	Priority:	Normal
Short Description:	Analytics Implementation		
Document Reference:	This is a Work Order ("Attachment") to the executed Master Agreement (and addendums if any) dated 2007-08-13		

Work Order Description

Desire2Learn will deploy the Analytics system for SDBOR. The standard Analytics data marts will be configured and will start compiling all available data. Desire2Learn will ensure that the site is branded consistently with SDBOR's brand and that designated users are configured to access the Analytics website. Desire2Learn will also deploy a Single Sign-on link for from the Learning Environment to the Analytics site. A Desire2Learn consultant will work with SDBOR to gather requirements and understand use cases; this information will be used to create a solution proposal and to direct product training.

Training will be provided and delivered in part by reviewing the use cases derived through consulting. It will cover the following topics:

- Running standard reports
- Building ad hoc reports
- Scheduling and emailing of reports
- Understanding the currently available data sets and how to interpret the data

Solution Description

Implementation of Analytics includes the following deliverables:

- 1 days Requirements and Solution Design
 - o Project Kickoff Meeting
 - o Requirements and Use Case documentation
 - o Solution Proposal Document
- Implementation of Analytics environment
 - o Branded Analytics Website
 - o User Configuration
 - o Populated Data Marts
 - o Single Sign On link from SDBOR's Desire2Learn Learning Environment to the Analytics website
- 0.5 days Product Training
- Project Management
 - o Meetings and status reporting
 - o Project planning
 - o Maintain project controls
 - Project plan
 - Resource plan
 - Change Management
 - Risk Management
 - Budget control

Assumptions

- SDBOR will assign a single point of contract that will be responsible for the deliverables.
- Delays in any deliverables or dependencies such as approvals may result in the need to reschedule this project (and may also have a corresponding budget impact)
- Deliverables not explicitly described as in scope of this engagement are explicitly out of scope of this engagement
- This implementation considers the deployment of the Analytics tools within the LE for SDBOR University system. D2L understands a University system implementation will require additional implementation, consulting, and training resources from D2L to complete a successful deployment and those additional resources have been included in the pricing proposed to the SDBOR. Additional work requirements considered out of scope for this implementation will be subject to review and approval by Desire2Learn and SDBOR. These requirements may (1) require a separate statement of work, and (2) be billed to SDBOR according to the consulting rates specified in the Master Agreement. Quoted SOWs require the written approval by SDBOR before work outlined in that SOW can begin.
- South Dakota will be allowed to include twenty-five participants consisting of representatives from each University and the board office in the provided training and consultant sessions.

Fees and Payments

- 100% of software, enhancement, manuals, and product support fees are due on the Effective Date
- All other fees will be invoiced and are payable according to the terms set forth in the Master Agreement.

Contractual Notes

- The Work Order and the work provided hereunder are subject to terms and conditions contained in the Master Agreement between the Parties.
- Nothing in this Work Order shall be interpreted or constituted to be an amendment or change of the terms and conditions of the Master Agreement except as explicitly described under the section Fees and Payments above, under which circumstances the agreed changes are applicable only for this Work Order.



QUOTATION

Quote # 003705

Desire2Learn Incorporated

151 Charles Street West, Suite 400
Kitchener, ON N2G 1H6

+1 519.772.0325

DATE
EXPIRATION DATE

MAY 24, 2013
JULY 23, 2013

TO Ruth Peters
South Dakota Board of Regents
306 East Capitol Ave
Pierre, SD - South Dakota, 57501

CC Jack Warner, Executive Director, CEO

Governing Agreement Name
Master Agreement
Governing Agreement Effective Date
13-Aug-2007

RE: SSO Integration SDBOR

COMPONENT	DESCRIPTION	ONE-TIME FEE	ANNUAL FEES	DUE
SSO Integration		\$5,000.00		13-Aug-13
SSO Maintenance and Support			\$500.00	13-Aug
Total Fees		\$5,000.00	\$500.00	


Quotation covers SSO integration for Test and Production environments.

This Quotation may be accepted as a binding agreement (Authorizing Document) if it is signed and returned, or if a valid Purchase Order ("PO") referencing D2L's Quote # above is provided. Unless otherwise indicated, all other terms of the Governing Agreement remain in full force and effect. No modifications to this Quote or supplemental terms provided on a PO or similar document will have any binding effect.

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To accept this Quotation, either issue a PO referencing the
Quote # above, or sign here:

Date:


5/24/13

THE INDIVIDUAL SIGNING IS AUTHORIZED TO BIND THE CLIENT.

Work Order

Work Order Title:		Client Name:	South Dakota Board of Regents
Date:	5/24/2013	Prepared By:	Mario Sanchez
Work Order No.:		Client PO No.:	
Status:		Priority:	
Short Description:			
Document Reference:	This is a Work Order ("Attachment") to the executed Master Agreement (and addendums if any) dated 2007-08-13		

Work Order Description

SharePoint Portal that needs to communicate with D2L courses.

SDBOR is setting up a SharePoint Portal that will need to communicate with D2L courses. SDBOR need to have:

- SSO Org Id (The OrgID of the destination D2L Organization)
- SSO Install Code (The Unique Install Code for the destination D2L install)
- APPID/Key Pair (For the communication with Valence API)

Solution Description

Assumptions

Fees and Payments

- 100% of software, enhancement, manuals, and product support fees are due on the Effective Date
- All other fees will be invoiced and are payable according to the terms set forth in the Master Agreement.

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+1 519.772.0325

DATE
EXPIRATION DATE

MAY 24, 2013
JULY 23, 2013

TO Ruth Peters
South Dakota Board of Regents
306 East Capitol Ave
Pierre, SD - South Dakota, 57501

CC Jack Warner, Executive Director, CEO

RE: SSO Integration SDBOR

Governing Agreement Name
Master Agreement
Governing Agreement Effective Date
13-Aug-2007

COMPONENT	DESCRIPTION	ONE-TIME FEE	ANNUAL FEES	DUE
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SSO Maintenance and Support			\$500.00	13-Aug
Total Fees		\$5,000.00	\$500.00	


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Quote # above, or sign here:

Date:


5/24/13

THE INDIVIDUAL SIGNING IS AUTHORIZED TO BIND THE CLIENT.

Work Order

Work Order Title:		Client Name:	South Dakota Board of Regents
Date:	5/24/2013	Prepared By:	Mario Sanchez
Work Order No.:		Client PO No.:	
Status:		Priority:	
Short Description:			
Document Reference:	This is a Work Order ("Attachment") to the executed Master Agreement (and addendums if any) dated 2007-08-13		

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