BLACK BOARD

VOID IF EXECUTED AFTER MARCH 30, 2012
Jacksonville State University JAN 12 2012

BLACKBOARD LICENSE AND SERVICES AGREEMENT
COVER PAGE

The attached documents describe the relationship between Blackboard and the Customer identified below. The documents attached to this cover page will consist of one (1) or more schedules describing and setting forth detail about that relationship, depending upon the particular software and/or services Blackboard will provide to the Customer.

This License and Services Agreement includes this cover page, the attached pricing summary and all Schedules that are attached to the Master Terms dated November 26, 2002 and are separately executed by the Parties.

CUSTOMER INFORMATION:			
Name/Company:	Jacksonville State University	**Principal Contact Person:**	
Fax:		**Phone:**	
Address:	700 Pelham Road North Jacksonville, AL 36265-1602 USA		
Billing Contact:		**Title:**	
Address:	700 Pelham Road North Room 101, Ramona Wood Building Jacksonville, AL 36265-1602 USA		
Phone:		**Email Address:**	
Fax:			
Initial Term of Agreement:			

Jacksonville State University Pricing Summary

Product Description	Product ID	Qty	Units	List Price	Net Price
COURSE DELIV - DEVELOPER	AS-LSDEVFREE	1	YR	$ 0	$ 0
			TOTALS:	$ 0	$ 0

Designated Server Site (Physical Location of the Software):	Database Version:	Operating System:	Hardware Model:
700 Pelham Road North Jacksonville, AL 36265-1602 USA			

BLACKBOARD LEARN DEVELOPER'S NETWORK SCHEDULE

This Blackboard Developer's Network Schedule ("Schedule") is made as of the last date indicated below, by and between Blackboard and Jacksonville State University ("Developer") and is an addendum to the Blackboard License and Services Agreement between Blackboard and Developer, which includes, without limitation, the Master Terms dated November 26, 2002 and other Schedules incorporated therein. Capitalized terms used in this Schedule that are not otherwise defined in this Schedule shall have the meaning set forth in the Master Terms. In consideration of the foregoing promises, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

1. **Program Description.**

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

2 Definitions.

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

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

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

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

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

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

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

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

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

2.9 "Upgrades" mean the object code versions of the Blackboard Software that have been customized, enhanced, or otherwise modified by or on behalf of Blackboard, acting in its sole discretion, to include additional functionality and that has been released with a version number that differs from that of the prior version in the number to the left of the decimal point (e.g., 3.0 vs. 2.0).

3 Obligations

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

3.2 Blackboard Obligations.

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

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

3.3 Developer Obligations

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

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

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

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

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

4 License

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

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

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

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

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

4.6 Nondisclosure and Nonuse. Developer shall (a) disclose Developer's Network Information during the term of this Agreement to only those directors, officers, employees and agents of such Party (i) whose duties justify their need to know such information and (ii) who have been clearly informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Developer's Network Information; and (b) use such Developer's Network Information during the term of this Agreement only for the Purpose set forth in this Agreement. Developer shall treat the Developer's Network Information as strictly confidential, and shall use the same care to prevent disclosure of such information as it uses with respect to its own confidential and proprietary information, which shall not be less than the care a reasonable person would use under similar circumstances.

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

5 Marketing

5.1 License for Marks. Contingent upon the requirements set forth in this Section 5, Blackboard grants to the Developer, for the term of this Schedule, a limited, nonexclusive, royalty-free license to use the "Blackboard®" the "Bb" logo, and "Blackboard Building Blocks®", "Blackboard Developer's Network™", "Blackboard Developer's Network Catalog", "BbDN", "Blackboard PowerLinks™", "Blackboard PowerLinks DevNet" trademarks and trade names, each only in order to show that Developer is a member of the Developer's Network and that the Developer Software is compatible with the Blackboard Software (the "Blackboard Licensed Marks"). Developer grants to Blackboard a limited, nonexclusive, royalty-free license to use the following Marks: (1) the Developer's corporate name and/or trade name, (2) the Developer's corporate logo; and (3) the product name of the Developer Software developed under this Schedule; each only in order to identify Developer Software that is compatible with the Blackboard Software (the "Developer Licensed Marks"). Collectively, the Blackboard Licensed Marks and the Developer Licensed Marks shall be referred to as the "Licensed Marks"). Each of these two licenses is contingent on the requirements that each Party: (a) does not create a unitary composite mark involving a Mark of the other Party without the prior written approval of such other Party; (b) displays symbols and notices clearly and sufficiently, indicating the trademark status and ownership of the other Party's Marks in accordance with applicable trademark law and practice; and (c) uses the other Party's Marks in a manner that is consistent with the Purpose of this Schedule. In no event shall Developer use the word "Blackboard" in the name of any of its products or services, including, without limitation, the use of "[product] for Blackboard". Each Party acknowledges that its utilization of the Licensed Marks under this Schedule will not create in it, nor will it represent that it has any right, title or interest in or to such Licensed Marks other than the licenses expressly granted herein. Blackboard may, but is not obligated to, list the Developer Licensed Marks on web sites and product marketing materials associated with the Developer's Network and the Blackboard Building Blocks and Blackboard PowerLinks Programs. Neither Party will do anything to contest or impair the trademark rights of the other Party and will comply with such Party's standard trademark usage guidelines as such Party may provide from time to time.

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

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

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

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

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

6 Ownership and Intellectual Property Rights

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

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

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

7 Term

7.1 Initial Term. The initial term of this Schedule will be one (1) year commencing on the Effective Date (the "Initial Term"). Unless either Party provides written notice to the other Party no later than thirty (30) days prior to the end of the Initial Term, the Schedule shall be automatically renewed on a year-to-year basis for successive terms of one (1) year (each, a "Renewal Term"). Thereafter, either Party may terminate this Schedule by providing written notice to the other Party no later than thirty (30) days prior to the end of such one (1) year term.

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

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

8 Fees and Payments

8.1 Fees. Developer shall pay Blackboard the annual license fee (if applicable) on the Effective Date for the first year for use of the Blackboard Software and participation in the Program and pay the then applicable amount charged by Blackboard, in its sole discretion, on the anniversary of the Effective Date for each subsequent year that the Developer uses the Blackboard Software to develop Developer Software or offers and/or supports the Developer Software for use by Customers.

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

9 Warranty

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

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

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

BLACKBOARD	**DEVELOPER: JACKSONVILLE STATE UNIVERSITY**
Signature	G. Clint Carlson, II **Signature**
TESS FRAZIER-VICE PRESIDENT **Print Name and Title**	G. Clint Carlson, II VPABA **Print Name and Title**
Date:	**Date:** 01/12/2012

Blackboard Learn™
BETA/PDP/EVALUATION SOFTWARE SCHEDULE
Program Year(s): 2011 and 2012

This Blackboard **BETA/PDP/EVALUATION** Software Schedule ("Schedule") is made as of the last date indicated below, by and between Blackboard and Jacksonville State University ("Customer") and is an addendum to the Blackboard License And Services Agreement between Blackboard and Customer, which includes, without limitation, the Master Terms and other Schedules incorporated therein. Capitalized terms used in this Schedule that are not otherwise defined in this Schedule shall have the meaning set forth in the Master Terms. In consideration of the foregoing promises, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

This Software Schedule is the complete and exclusive statement of the terms and conditions regarding Customer's use of a current pre-release, beta version of Blackboard's web-enabled e-education platform known as the Blackboard Learn™ - Enterprise License; if applicable, additionally any of the following for which Customer is a licensed customer: the Blackboard Community System, Blackboard Content System and/or Blackboard Outcomes System; and applicable online documentation, the beta version of which is first released during a Program Year (collectively "Software").

IF PARTICIPATING IN BETA PROGRAM:

1. LICENSE GRANT. Subject to the terms and conditions of this Agreement, Blackboard grants Customer a non-exclusive, non-transferable license to operate and use the Software after notification of availability by Blackboard and provision of access to a non-production pre-release software, on a single server at a facility owned by or under the exclusive control of Customer or on the Blackboard hosted server (" Customer Site", with Hosted Site, the "Sites"), solely for purposes of **testing** the Software and **evaluating** the Software's ability to enable instructor's of Customer to create and deliver courses of instruction and other instructional content over the World Wide Web or intranet in connection with Customer's instructional activities.

IF PARTICIPATING IN PDP (PRODUCT DEVELOPMENT PARTNERSHIP) PROGRAM:

1. LICENSE GRANT. Subject to the terms and conditions of this Agreement, Blackboard grants Customer a non-exclusive, non-transferable license to operate and use the Software after provision of access to a copy of non-production pre-release software, on the Blackboard hosted server ("Site"), solely for purposes of **testing** certain functionality of the Software.

IF PARTICIPATING IN EVALUATION PROGRAM:

1.LICENSE GRANT. Subject to the terms and conditions of this Agreement, Blackboard grants Customer a non-exclusive, non-transferable license to operate and use the Software after notification of availability by Blackboard and provision of access to a non-production pre-release software on the Blackboard hosted server (" Customer Site", with Hosted Site, the "Sites"), solely for the purpose of **evaluating** the Software's ability to enable instructor's of Customer to create and deliver courses of instruction and other instructional content over the World Wide Web or intranet in connection with Customer's instructional activities.

2.OWNERSHIP. The Software is and shall remain the sole and exclusive property of Blackboard. Customer may not copy the Software, in whole or in part, except to a server as provided above. Customer may not modify, create derivative works based on, loan, rent, lease, give, sublicense, transfer, publish, disclose, display, reverse engineer, decompile, translate, adapt, or disassemble the Software or otherwise make available the Software, in whole or in part, to any other person or entity without the express written consent of Blackboard. If Customer received the Software on CD-ROM, the Customer may use the original copy of the Software for backup and archival purposes. Customer may not remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on the Software. Customer acknowledge that Blackboard shall be entitled to equitable relief, including preliminary and permanent injunctive relief, in addition to other legal remedies, in the event that you breach either this Section or Section 1 above.

3.TRADEMARKS. By signing this Agreement, Customer grants to Blackboard the limited right to use its name, logo and/or other marks for the sole purpose of listing it as a customer of Blackboard or a beta user of the Software in Blackboard's promotional materials. Blackboard agrees to discontinue such use within 14 days of Customer's written request.

4.A. BETA PROGRAM. During the beta test program for a beta release of Software ("Beta Program"), Customer will (i) install the Software as indicated and actively use the Software to assist Blackboard in its product review process, (ii) allow Blackboard to visit the Site when and as reasonably requested for testing and maintenance; (iii) provide troubleshooting, debugging, and maintenance assistance according to Blackboard's reasonable request and instructions; (iv) record all problems (including software errors, failures, nonconforming results, and unexpected performances) and any comments regarding the Software and forward this to Blackboard's contract administrator on a weekly basis or more often as reasonably requested by Blackboard; (v) forward one written critique of the Software within two (2) weeks following the request of Blackboard; and (vi) provide Blackboard such further documentation and assistance as may be reasonably required by Blackboard. Blackboard, in its sole discretion, may offer third party products and/or or discounts on its products and/or services or to each of the participants in the Beta Program, including Customer, subject to Customer's acceptance of Blackboard and/or the third party's then-current terms and conditions. If required to resolve any technical issues which arise with the Customer's installation of the Software, Customer agrees to provide administrative back end access to the Software and/or related or integrated components to the extent needed to troubleshoot such issues.

4.B. PDP PROGRAM. During the Product Development Partnership program for a future release of Software ("PDP Program"), Customer will (i) actively use the Software to assist Blackboard in its product review process, (ii) record all problems (including software errors, failures, nonconforming results, and unexpected performances) and any comments regarding the Software and forward this to Blackboard on a weekly basis or more often as reasonably requested by Blackboard; (iii) forward one written critique of the Software within two (2) weeks following the request of Blackboard; and (iv) provide Blackboard such further documentation and assistance as may be reasonably required by Blackboard.

4.C. EVAL PROGRAM. During the Evaluation program for a beta release of Software ("Evaluation Program"), Customer will (i) access and actively use the Software to assist Blackboard in its product review process, (ii) allow Blackboard to visit the Site when and as reasonably requested for testing and maintenance; (iii) provide troubleshooting, debugging, and maintenance assistance according to Blackboard's reasonable request and instructions; (iv) record all problems (including software errors, failures, nonconforming results, and unexpected performances) and any comments regarding the Software and forward this to Blackboard's contract administrator on a weekly basis or more often as reasonably requested by Blackboard; (v) forward one written critique of the Software within two (2) weeks following the request of Blackboard; and (vi) provide Blackboard such further documentation and assistance as may be reasonably required by Blackboard. Blackboard, in its sole discretion, may offer third party products and/or or discounts on its products and/or services or to each of the participants in the Evaluation Program, including Customer, subject to Customer's acceptance of Blackboard and/or the third party's then-current terms and conditions. If required to resolve any technical issues which arise with the Customer's installation of the Software, Customer agrees to provide administrative back end access to the Software and/or related or integrated components to the extent needed to troubleshoot such issues.

5.TERM; TERMINATION. This Agreement shall terminate at the end of the last Program Year indicated above. The limited license granted herein with respect to any Beta Program is effective from the Effective Date until the earlier of (i) public release by Blackboard of the version of the Software product not in beta release or (ii) Blackboard provides thirty (30) days prior notice to Customer to cease its use of the Software. If Customer and Blackboard are parties to an existing annual maintenance and support agreement for Blackboard Learn™ software, Blackboard will provide the non-beta version of the Software to Customer under the terms and conditions of such agreement. If Customer does not have an existing annual support agreement for Blackboard Learn™, Customer may obtain the non-beta version of the Software by purchasing an annual license at Blackboard's then prevailing rate, including any discounts offered to participants in the Beta Program. Upon termination of this Agreement, provided that Customer is not currently obligated under an annual support agreement entitling it to utilize a non-beta release version of Blackboard Learn™, Customer must remove the software from its server. The provisions of Sections 5, 6, and 7, shall survive the termination of this Agreement. Termination of this Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to or subsequent to such termination, nor affect or impair the rights of either party arising under this Agreement prior to or subsequent to such termination, except as expressly provided herein.

6.DISCLAIMER. THE SOFTWARE IS NOT A FULLY TESTED PRODUCT OFFERING, AND HAS NOT BEEN COMPLETED ACCORDING TO BLACKBOARD'S NORMAL DEVELOPMENT PROCEDURES. CUSTOMER'S USE OF THE SOFTWARE IS AT CUSTOMER'S SOLE RISK. THE SOFTWARE MAY CONTAIN SOFTWARE ERRORS OR OTHER DEFECTS OR MAY FAIL TO COMPLY WITH APPLICABLE SPECIFICATIONS, OR PRODUCE UNINTENDED OR ERRONEOUS RESULTS. CUSTOMER ACCEPTS THE SOFTWARE "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CUSTOMER ASSUMES THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION MAY NOT APPLY TO CUSTOMER.

7. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BLACKBOARD OR ANY OF ITS SUPPLIERS BE LIABLE OR RESPONSIBLE FOR ANY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR DATA, OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF THE USE OF OR INABILITY TO USE THIS SOFTWARE, THE LICENSE OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, EVEN IF BLACKBOARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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

BLACKBOARD INC.	**CUSTOMER**
	G. Clint Carlson, II
Signature	Signature
Tess Frazier Vice President - Contracts	VP Administrative + Business Affairs
Print Name and Title	Print Name and Title
Date:	Date: 12/8/2011

Jacksonville State University Pricing Summary

Product Code	Product Description	Active User Capacity	Bandwidth	Storage	List	Discount	Net Price
AS-ASPADST-09	Blackboard Hosting Additional Storage - 1 TB (1000GB)	NA	NA	1TB (1,000GB)	$39,000.00	($9,000.00)	$30,000.00
AS-ASPADSU-HENA	Blackboard Hosting Additional Service Unit	7,500 Maximum	1 Mbps	50GB	$47,800.00	($9,560.00)	$38,240.00
AS-ASPLS-HENA06	Blackboard Hosting for Course Delivery (Renewal)	8,000 Maximum	5 Mbps	200GB	$67,100.00	($638.00)	$66,462.00
AS-ASPSSL	Blackboard ASP - Secure Socket Layer (Renewal)	NA	NA	NA	$500.00	$0.00	$500.00
AS-ASPTEST	Blackboard Course Delivery Hosted Non-Production Test Environment (Renewal)	Up to 20	NA	NA	$15,000.00	$0.00	$15,000.00
AS-ICMINTASP	Blackboard Data Integration ICM - MH (Renewal)	NA	NA	NA	$7,000.00	$0.00	$7,000.00
AS-LS-HENA03	Blackboard Course Delivery 4-8K (Renewal)	NA	NA	NA	$68,100.00	($684.00)	$67,416.00
	Totals:	**15,500 Maximum**	**6 Mbps**	**1.25 TB (1,250GB)**	**$244,500.00**	($19,882.00)	**$224,618.00**

Designated Server Site (Physical Location of the Software): Hosted by Blackboard	Database Version:	Operating System:	Hardware Model:
Customers FTE/User Band: 4 – 8K			

courses for a new semester; batch export, import, and archive of courses; batch removal of courses; batch disabling or deleting of users; exporting usernames / courses from a database query. Blackboard will make reasonable efforts to perform up to four (4) data archiving and cleanup related tickets per Customer per year (the tasks can be grouped together as one support ticket to be addressed at once per semester or per quarter). After four (4) free services per year, Blackboard reserves the right to charge a flat fee of $1,000 per ticket created for data archiving and cleanup related tasks. If Customer requires Blackboard to batch archive data on to a hard-drive and ship to Customer, Blackboard will charge $300 for the cost of each of 320 GB hard-drive required. The hard-drive can be shipped back to Managed Hosting at the time of next task for reuse.

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

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

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

3. CUSTOMER RESPONSIBILITIES.

3.1 General Usage Limitations. Customer acknowledges that use and operation of the Hosted Software by Customer and/or any Authorized End User is subject to the terms of the Software Schedule. Notwithstanding the Software Schedule, for so long as this Managed Hosting Schedule remains in effect, Customer may not install, host or operate the Hosted Software, nor may Customer or its Authorized End Users otherwise use the Hosted Software, except as hosted and made available by Blackboard under this Agreement. In the event that Customer has installed the Hosted Software upon any computer server(s) prior to the Schedule Effective Date (as defined below), Customer agrees promptly to remove the Hosted Software from such computer server(s). Customer agrees that it may not cause or permit any third parties to access the Hosted Software other than Authorized End Users, nor may Authorized End Users in excess of the then-current Active User Capacity access and use the Hosted Software at any time, provided that the Active User Capacity may be modified in accordance with Section 2.8. Customer shall refrain from, and shall ensure that Authorized End Users refrain from, using the Managed Hosting Services in a manner that is libelous, defamatory, obscene, infringing or illegal, or otherwise abusing the Managed Hosting Services or the resources available through the Managed Hosting Services. Customer will take appropriate steps to ensure that it and its Authorized End Users do not share access information (including user identification data and passwords) with third parties except as expressly permitted under this Agreement. Customer warrants that its Authorized End Users will comply with the provisions of this Managed Hosting Schedule in all respects.

3.2 Customer Content. Customer represents and warrants that: (i) Customer owns or has sufficient rights in and to the Customer Content, including, without limitation, personal, educational and financial information contained within the Customer Content, in order to use, and permit use of, the Customer Content as contemplated in this Managed Hosting Schedule and to grant the license granted in Section 2.2; and (ii) the Customer Content does not and shall not contain any content, materials, advertising or services that infringe on or violate any applicable law, regulation or right of a third party. Customer also acknowledges that Customer Content may be accessed by Blackboard's support or Managed Hosting personnel outside of the country of the hosted facility, and hereby authorizes such access. Blackboard only provides access to the Hosted Software; Blackboard does not operate or control the information, services, opinions or other content of the Internet. Blackboard does not monitor and shall have no liability or responsibility whatsoever for the Customer Content of any transmissions or communications transmitted or otherwise disseminated via the Hosted Software. Customer agrees that it shall make no claim whatsoever against Blackboard relating to the Customer Content or content of the Internet or respecting any information, product, service or software ordered through or provided via the Internet, and Customer shall indemnify and hold Blackboard harmless from any and all claims (including claims by governmental entities seeking to impose penal sanctions) related, directly or indirectly, to such Customer Content.

4. FEES

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

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

4.3 With respect to each Renewal Term (as defined below), if any, Customer shall pay to Blackboard the then-current fees for such Managed Hosting Services upon commencement of the Renewal Term. Should Customer choose to terminate a multi-year Agreement in advance of the Initial Term or Renewal Term, Customer will be required to pay a penalty fee to Blackboard equal to the difference of the total discount received for the Term of the product or products being terminated. Except as provided above, each party will be responsible for its own expenses incurred in rendering performance under this Managed Hosting Schedule, including, without limitation, the cost of facilities, work space, computers and computer time, development tools and platforms, utilities management, personnel and supplies. Except as otherwise required by this paragraph, all amounts payable under this Managed Hosting Schedule shall be subject to applicable provisions of the Master Terms.

BLACKBOARD MANAGED HOSTING SCHEDULE

This Blackboard Managed Hosting Schedule ("Managed Hosting Schedule") is made as of the last date indicated below, by and between Blackboard and Jacksonville State University ("Customer") and is an addendum to the Blackboard License And Services Agreement between Blackboard and Customer, which includes, without limitation, the Master Terms, dated November 26, 2002, and other Schedules incorporated therein. Capitalized terms used in this Schedule that are not otherwise defined in this Schedule shall have the meaning set forth in the Master Terms. In consideration of the foregoing promises, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

1. ADDITIONAL DEFINITIONS

1.1 **"Active User Capacity"** means the number of Authorized End Users, at any particular time, permitted to be registered to access one (1) or more educational courses provided through the Hosted Software. As of the Schedule Effective Date (as defined below), the initial Active User Capacity will be equal to the number indicated on Exhibit A.

1.2 **"Managed Hosting Services"** means the services provided by Blackboard pursuant to this Managed Hosting Schedule. The initial Managed Hosting Services are indicated on Exhibit A to the Blackboard Managed Hosting Schedule.

1.3 **"Authorized End User"** will have the meaning set forth in the Software Schedule, as defined below.

1.4 **"Available Date"** means, for purposes of this Managed Hosting Schedule, the date upon which Customer receives notice from Blackboard that the Hosted Software is available for access by Customer's Authorized End Users.

1.5 **"Hosted Software"** means the Software licensed to Customer pursuant to the Software Schedule for which Blackboard is to provide the Managed Hosting Services.

1.6 **"Test Copy Hosted Software"** means the Test Copy Software licensed to Customer pursuant to the Software Schedule which Blackboard is hosting. Test Copy Hosted Software is to be used solely for the purposes of testing the Software and is not to be used for production purposes and unless otherwise indicated in Exhibit A of the Managed Hosting Schedule is not covered by Service Level specifications described in Exhibit B.

1.7 **"Schedule Effective Date"** means the later of: (i) the date on which this Managed Hosting Schedule has been executed by authorized representatives of both Parties; and (ii) the Effective Date of the Agreement.

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

1.9 **"Staging Environment"** means that hosted additional test copy of the licensed Blackboard Software used for Customer to test new updates/upgrades to the Software. The staging environment may not be used for production purposes.

2. BLACKBOARD RESPONSIBILITES.

2.1 **Provision of Access to Hosted Software.** As soon as commercially practicable after the Schedule Effective Date, Blackboard will make access to the features and functions of the Hosted Software available to Customer's Authorized End Users. Blackboard will specify to Customer procedures according to which Customer and/or its Authorized End Users may establish and obtain such access.

2.2 **Responsibility for Hosting.** Blackboard shall install and operate the Hosted Software on computer servers and systems under its direct or indirect control. Blackboard will also install and store the Customer Content for purposes of access by the Hosted Software, provided that nothing in this Managed Hosting Schedule shall be construed to require Blackboard to provide for, or bear any responsibility with respect to, the design, development, operation or maintenance of any Web site owned or operated by Customer, or with respect to any telecommunications or computer network hardware required by Customer to provide access from the Internet to any such Customer Web site. Nothing in this Managed Hosting Schedule shall be construed to grant to Customer a license to access and/or use Blackboard's systems except for purposes of accessing and using the Hosted Software and except pursuant to the procedures and protocols specified by Blackboard pursuant to Section 2.1. Solely to the extent necessary to perform Blackboard's obligations pursuant to this Managed Hosting Schedule, Customer grants to Blackboard a royalty-free, non-exclusive, worldwide license to use, reproduce, transmit, distribute, perform, display, and, to the extent required by the Hosted Software, modify and create derivative works from the Customer Content. As between Customer and Blackboard, Customer retains ownership of the Customer Content. Blackboard shall maintain the confidentiality of all Customer Content that is stored on its servers in accordance with Section 4 of the Master Terms.

2.3 **Availability and Operational Specifications.** Blackboard will undertake commercially reasonable measures to ensure that, from and after the Available Date and for so long as this Managed Hosting Schedule remains in effect, the Managed Hosting Services provided pursuant to this Managed Hosting Schedule will: (i) be available and accessible as contemplated in this Managed Hosting Schedule twenty-four (24) hours per day, seven (7) days per week within the parameters set forth in Exhibit B; and (ii) conform in all material respects to the technical specifications and performance parameters set forth in Exhibit B. Exhibit B may be modified from time to time, upon notice to Customer. Notwithstanding the foregoing, Blackboard will have no liability under this Section 2.3 to the extent any nonconformity with the standards set forth in Exhibit B arises, in whole or in part, from: (i) any use of the Hosted Software by Customer or any Authorized End User other than in accordance with the terms and conditions set forth in this Agreement; (ii) any failure by Customer or any Authorized End User to comply with any procedures, technical standards and/or protocols specified by Blackboard pursuant to Section 2.1 of this Managed Hosting Schedule; or (iii) any causes beyond the control of Blackboard or which are not reasonably foreseeable to Blackboard, including but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures. It is agreed and acknowledged that the service credits referred to in Exhibit B shall be Customer's sole remedy, and Blackboard's sole obligation, with respect to failures of the Managed Hosting Services to meet the technical specifications and performance parameters set forth in Exhibit B. Blackboard does not warrant or guarantee the Managed Hosting Services except as expressly stated in this Managed Hosting Schedule.

2.4 **Data Restoration Policy.** Blackboard will back-up and archive Customer Content at a secure location for the retention period(s) specified in Exhibit B. In the event that Customer requests recovery of any lost or damaged Customer Content, Blackboard will exercise reasonable efforts to restore the relevant data from the most recently archived copies (or such earlier copies as requested by Customer), provided that such data is, at the relevant time, still available pursuant to the applicable retention policy and Customer has provided to Blackboard all information necessary to enable Blackboard to perform such services. Blackboard shall perform up to four (4) data restorations at no charge to Customer; thereafter, except with respect to restoration of data that are lost or damaged as a result of Blackboard's error or a failure of the Managed Hosting Services, Customer agrees to pay Blackboard its then-standard applicable rates for such restoration services.

2.5 **Data Archiving and Cleanup Policy.** Blackboard will undertake commercially reasonable efforts to accommodate Customer's request for data archiving and cleanup. These tasks regularly require expert knowledge of Blackboard application and database structure and command-line access to Customer's Blackboard servers under Blackboard's control. Common types of data archiving and cleanup tasks that require database/application engineering expertise and command-line access to servers include (but are not limited to) the following: batch copying of

5. TERM

This Managed Hosting Schedule shall become effective on November 26, 2012, and shall continue in effect for a period of one (1) year (the "Initial Term") or otherwise specified in Exhibit A. Thereafter, the Managed Hosting Schedule will renew automatically upon the conclusion of each twelve month period following the Schedule Effective Date for successive one (1)-year periods (each, a "Renewal Term"), at Blackboard's then current pricing for Customer's then current usage level, unless either Party provides notice of its desire not to renew more than thirty (30) days prior to the end of the Initial Renewal Term or then-current Renewal Term, as applicable. Upon termination of this Managed Hosting Schedule, all licenses granted under this Managed Hosting Schedule shall immediately cease, and Customer will: (i) immediately discontinue access to and/or use of the Hosted Software under this Managed Hosting Schedule; (ii) pay to Blackboard all amounts due and payable under this Managed Hosting Schedule; and (iii) return all Documentation and related training materials to Blackboard within a reasonable time at Customer's cost.

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

BLACKBOARD	**CUSTOMER: JACKSONVILLE STATE UNIVERSITY**
Signature	G. Clint Carlson, II **Signature**
TESS FRAZIER-VICE PRESIDENT **Print Name and Title**	G. Clint Carlson, II VP Admin & Bus **Print Name and Title**
Date:	**Date:** 7/20/2012

EXHIBIT A
MANAGED HOSTING SPECIFICATIONS

+ Blackboard Learn™ for Course Delivery:
Set Up Fee for each solution includes service for each installation of the Software or update/upgrade requiring a revised or new hardware and/or software configuration.

- Initial Term Annual Fee for each solution includes service for up to 8,000 Active Users*(Higher Ed) and **200 GB** of storage and **5 Mbps** of bandwidth measured using the 95th percentile calculation (as defined below) delivered via redundant Internet uplink and Managed Firewall Service. (Storage and Bandwidth should be adjusted to reflect the Schedule)
- Additional storage and bandwidth for each solution are separately charged
- Additional Service Units, which include additional 7500 Active Users*, additional bandwidth, and additional storage are separately charged.

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

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

Additional Storage and Bandwidth Annual Fees are separately charged

*** Active User defined in section 1.1**

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

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

SERVICE LEVEL

Security:

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

Power:

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

Network:

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

Startup:

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

Initial Access Date:

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

Availability/Service Credit:

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

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

*Each block of 96 hours of aggregate unavailability thereafter shall be credited 5 days of service fees.
*All Service Credit shall be applied to the next period's Managed Hosting fees.

MANAGED HOSTING ENHANCED SLA

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

1. The Availability/Service Credit in this exhibit is automatically adjusted to be calculated against a 99.9% target uptime provided that Customer meets all of the following strict requirements:
    a. Customer has Platinum Level Service (on Blackboard Platinum Package) or Diamond Level Service (which requires having annual subscription to Production Environment, Staging Environment and non-production Test Environment and minimum of 25% Time Complex Hosting Manager services);
    b. The production environment of the Hosted Software is on Blackboard Learn Course Delivery 9.1 or later version and is at maximum only two application pack versions older than the then-current Generally Available version;
    c. Customer's usage is within contracted levels for Active User Capacity and storage;
    d. Any Building Blocks deployed on the production environment of the Hosted Software are compliant with the standard Managed Hosting Building Blocks Policy;
    e. Any integration between the Hosted Software and Customer's student information system (SIS) was completed by Blackboard Consulting and Customer is currently subscribed to Integration and Customization Maintenance (ICM) supporting such SIS integration.
2. Alternatively, the Availability/Service Credit in this exhibit is automatically adjusted to be calculated against a 99.8% target uptime provided that Customer meets all of the following strict requirements:
    a. Customer has Gold Level Service (subscription to Production Environment hosting other than Basic licenses, Foundations program, SchoolCentral or Prosites hosting services) or Platinum Level Service (on Blackboard Platinum Package) or Diamond Level Service (which requires having subscription to annual Production Environment, Staging Environment and non-production Test Environment and minimum of 25% Time Complex Hosting Manager services);
    b. Hosted Software on production environment is on Learn Course Delivery 9.1. or later version and is at maximum only two application pack versions older than the then-current Generally Available version;
    c. Customer's usage is within contracted levels for Active User Capacity and storage.
3. If the enhanced service levels in Sections 1 or 2 above do not apply, then provided that Customer's usage is within contracted levels for Active User Capacity and storage, 99.7% targeted uptime for any version of the Hosted Software which is then currently supported under Blackboard's support guidelines.
4. The enhanced service levels described in Sections 1 and 2 of this Managed Hosting Enhanced SLA clause apply only to production environments and do not apply to staging environments.
5. For Customers that do not have Platinum Level Service (Platinum Package) or Diamond Level Service (which requires annual having subscription to Production Environment, Staging Environment and non-production Test Environment and minimum of 25% Time Complex Hosting Manager services), the Availability/Service Credit does not apply to the 7 calendar day period following then installation of an application pack, update or upgrade on the production environment because of the lack of Blackboard's full control over the upgrade project management.

Host Latency Service Credit

The Hosted service provides a monthly average of two (2) seconds or better Host Latency. "Host Latency" is defined as the time period beginning when the first packet of data transmitted from Customer reaches the external firewall ofthe Blackboard datacenter environment and ending when the first packet of data responding to such transmission leaves the external firewall of the Blackboard datacenter environment. Latency measurements will not be measured during scheduled Maintenance windows. Host Latency excludes any latency incurred on the customer site or when traversing the internet between the customer site and the Blackboard datacenter environment. Upon Customer's request, Blackboard will provide a report generated by a commercial tool showing Host Latency for the preceding month. Failure to meet the Host Latency service level occurs when, during any calendar month, the average Host Latency for such calendar month is greater than two seconds. Service credits for failure to meet the Host Latency service level are as follows:

Service credits for failure to meet the Host Latency service level are as follows:

Time of Latency (per calendar month)	Service Credit
3-4 Seconds Monthly Average Host Latency	2 days of service fees credited (i.e. 1/15* monthly fees)
4-5 Seconds Monthly Average Host Latency	4 days of service fees credited (i.e. 2/15 monthly fees)
More than 5 Seconds Monthly Average Host Latency	8 days of services fees credited (i.e. 4/15* monthly fees)

In order to receive any service credit, Customer must notify Blackboard within seven (7) days from the time Customer becomes eligible to receive a service credit. Failure to comply with this requirement will forfeit Customer's right to receive a service credit. In order to be eligible, Customer must be in compliance with the Agreement including the contracted Active User Capacity and storage quota at the time the service credit request is made.

Backup and Disaster Recovery:

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

Outages

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

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

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

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

MONITORING AND PERFORMANCE

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

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

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

Ongoing:

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

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

DATA CENTER SPECIFICATIONS

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

Environment:

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

Server Setup:

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

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

- The Customer has full access to the Administrator Menu and is responsible for the following:
- Creating/Removing Users including Students, Teachers, System Administrators, etc.
- Modifying all User Information
- Creating/Removing all Course Web Sites

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

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

Blackboard

AMENDMENT TO THE BLACKBOARD ORDER FORM DATED APRIL 28, 2014
BETWEEN BLACKBOARD INC. AND JACKSONVILLE STATE UNIVERSITY

This Amendment to the Blackboard Order Form dated April 28, 2014 ("Order Form") between Blackboard, Inc. ("Blackboard") and Jacksonville State University ("Customer") is made as of May 1, 2014

The purpose of this amendment is to restate the naming of Wimba products purchased under the Order Form to Blackboard Collaborate products

The parties hereby agree to the following terms and conditions:

1 As purchased under the Order Form, the following items will change:
- a Wimba Classroom 4001-8000 FTE and Wimba Classroom License 4001-8000 FTE shall be replaced by Bb Collaborate Web Conferencing
- b Wimba Voice Hosting 4001-8000 FTE, and Wimba Voice License 4001-8000 FTE shall be replaced by Bb Collaborate Voice Authoring

2 Section A Product and Pricing Summary of the Order Form shall be restated as such:

Product Name	Initial Term Year 1 5/1/14 – 9/30/14 (Prorated)	Initial Term Year 2 10/1/14 – 9/30/15 14-15	Initial Term Year 3 10/1/15 – 9/30/16 15-16	Initial Term Year 4 10/1/16 – 9/30/17 16-17	Initial Term Year 5 10/1/17 – 9/30/18 17-18	Initial Term Year 6 10/1/18 – 9/30/19 FY only 9/30 ONLY
Bb Collaborate Voice Authoring	Included	Included	Included	Included	Included	Included
Bb Collaborate Web Conferencing	Included	Included	Included	Included	Included	Included
Bb Collaborate Enterprise IM 4001-8000 FTE	Included	Included	Included	Included	Included	Included
Blackboard Managed Hosting SSL Service open market	Included	Included	Included	Included	Included	Included
Blackboard Managed Hosting Additional Service Unit add 7,500 active users, 100 GB, 1 Mpbs	Included	Included	Included	Included	Included	Included
Blackboard Managed Hosting Test Environment open market	Included	Included	Included	Included	Included	Included
Blackboard Managed Hosting Storage 1TB open market	Included	Included	Included	Included	Included	Included
Blackboard Gold Hosting 8,000 active users	Included	Included	Included	Included	Included	Included
Blackboard Outcomes Assessment 4,001 - 8,000 FTE	Included	Included	Included	Included	Included	Included
Blackboard Outcomes Assessment Test	Included	Included	Included	Included	Included	Included
Blackboard Managed Hosting for Content Management open market	Included	Included	Included	Included	Included	Included
Blackboard Managed Hosting for Outcomes includes 50 GB, 1 mbps	Included	Included	Included	Included	Included	Included
Blackboard Managed Hosting Setup for Content Management open market	Included	Included	Included	Included	Included	Included
Blackboard Managed Hosting Setup for Outcomes Assessment	Included	Included	Included	Included	Included	Included
Learn Expansion Package 4,001 - 8,000 FTE	Included	Included	Included	Included	Included	Included
Blackboard Course Delivery 4,001 - 8,000 FTE	Included	Included	Included	Included	Included	Included
Blackboard Community Engagement 4,001 - 8,000 FTE	Included	Included	Included	Included	Included	Included
Blackboard Content Management 4,001 - 8,000 FTE	Included	Included	Included	Included	Included	Included
Blackboard Mobile Learn 4,001 - 8,000 FTE	Included	Included	Included	Included	Included	Included
Blackboard Content Management open market	Included	Included	Included	Included	Included	Included
Blackboard Community Engagement Test open market	Included	Included	Included	Included	Included	Included
Blackboard Course Delivery Test open market	Included	Included	Included	Included	Included	Included
Expanding with Content Management	Included	Included	Included	Included	Included	Included
OUTCOMES EVID ASSESSMENT ENHAC	Included	Included	Included	Included	Included	Included
Blackboard Training Materials: Course Delivery Online Fee	Included	Included	Included	Included	Included	Included
Pyramid Implementation for Bb Analytics	Included	Included	Included	Included	Included	Included
Pyramid for Bb Analytics For Learn -Annual License 4001-8000 FTE	Included	Included	Included	Included	Included	Included
Bb Analytics Implementation Analytics for Learn	Included	Included	Included	Included	Included	Included
Bb Analytics For Learn -Annual License 4001-8000	Included	Included	Included	Included	Included	Included
BB CRM DEPARTMENT	Included	Included	Included	Included	Included	Included
ACCOUNT MGMT	Included	Included	Included	Included	Included	Included
ELS SUPPORT - INCIDENT	Included	Included	Included	Included	Included	Included
GRAND TOTALS:	**$232,092.15**	**$329,641.00**	**$329,641.00**	**$329,641.00**	**$329,641.00**	**$329,641.00**

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3 All pricing, additional products, terms and conditions shall remain shall remain unchanged and in full force in full force and effect

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

BLACKBOARD

Signature

Tess Frazier, Vice President- Contracts
Print Name and Title
May 1, 2014
Date

Customer: Jacksonville State University

Signature

William A. Meehan, Ed.D., President
Print Name and Title
May 1, 2014
Date

2014-BLACKBOARD CONFIDENTIAL AND PROPRIETARY
#10-190600 VP 5/1/14

VOID IF EXECUTED AFTER: September 30, 2015
CUSTOMER: Jacksonville State University

Blackboard

This Blackboard Order Form ("Order Form") by and between Blackboard (as defined below) and Jacksonville State University ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing Summary"). This Order Form shall become effective on the Effective Date. This Order Form, together with the Blackboard Master Agreement located at http://agreements.blackboard.com/bbinc/blackboardmaster.aspx which is incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary. Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Blackboard to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

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

A. Product and Pricing Summary

QTY	Product Name	Product or Service Description	Initial Term Fees (USD) 10/1/15 to 9/30/16
1	HOSTING VPN SERVICE	Blackboard Managed Hosting VPN Service	$6,500.00
1	HOSTING VPN SERVICE SETUP	Blackboard Managed Hosting VPN Service Setup	$0.00
TOTAL:			$6,500.00

B. Term

1. **Initial Term: Unless otherwise specified in the Product or Service Description above, the Initial Term shall be one (1) year following the Effective Date.**
2. **Unless otherwise specified in the Product or Service Description above, this Order Form shall be renewed automatically for successive periods of one (1) year (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.**
3. **Effective Date: October 1, 2015**

C. Payment Terms

1. **All initial and subsequent payments shall be due Net 30. Unless otherwise specified, all dollars ($) are United States currency.**
2. **Customer shall be invoiced for amounts due in respect of the first period of the Initial Term upon execution of this Order Form.**
3. **Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.**

D. Special Provisions

1. **All terms and conditions set forth at http://agreements.blackboard.com/bbinc/managedhostingschedule.aspx shall be incorporated herein.**

+ Virtual Private Network – Data Integration Access – setup fee plus annual fee that is separately charged per solution

As an optional service, Blackboard will facilitate a secure connection between the customer site and the Hosted Servers via a Virtual Private Network (VPN) service. VPN is a point-to-point virtual network tunneling and data encryption technology that allows the passing of sensitive information over public networks while protecting the data from being intercepted by a third party. Blackboard hosts VPN endpoint devices (Blackboard Firewall) in Blackboard's facility that will be configured by Blackboard to accept connections related to secure access of the Hosted Servers. Blackboard will provide documentation including the credentials required to establish the VPN tunnel and example configurations for industry standard firewalls Customer is responsible for configuring and managing a compatible Customer Firewall to communicate with Blackboard Firewall. In lieu of establishing the VPN connection via Customer Firewall, customer may request that Blackboard provide a compatible VPN endpoint device for deployment by customer into the network at customer's site. Upon the request of the customer, Blackboard may send a Technical Consultant to assist in the installation of the VPN hardware. The Technical Consultant will be provided at the then current Blackboard rates, including time and materials.

Customer will be charged a one-time set up fee and annual recurring charge at the then-standard applicable rates for this optional service

Customer: Jacksonville State University	
Signature	Rebecca O. Turner
Name (printed)	Rebecca O. Turner
Title (printed)	Provost / VPAA
Date	9/24/15

Blackboard ("Blackboard")	
Signature	
Name	TESS FRAZIER
Title	VICE PRESIDENT
Date	