

BLACKBOARD COLLABORATE SCHEDULE

THIS BLACKBOARD COLLABORATE SCHEDULE (“SCHEDULE”) IS A “SCHEDULE” PURSUANT TO THE MASTER TERMS BETWEEN CUSTOMER AND BLACKBOARD (AS DEFINED IN THE ORDER FORM) AND DESCRIBES THE GENERAL TERMS BY WHICH CUSTOMER MAY LICENSE BLACKBOARD COLLABORATE SOFTWARE AS IDENTIFIED IN THE ORDER FORM. THIS SCHEDULE AND THE ORDER FORM, THE MASTER TERMS, THE TERMS OF SERVICE, AND ANY OTHER SCHEDULES BETWEEN CUSTOMER AND BLACKBOARD, ARE REFERRED TO COLLECTIVELY AS THE “AGREEMENT.” CAPITALIZED TERMS USED IN THIS SCHEDULE THAT ARE NOT OTHERWISE DEFINED IN THIS SCHEDULE SHALL HAVE THE MEANING SET FORTH ELSEWHERE IN THE AGREEMENT.

1. GRANT OF LICENSE

Blackboard hereby grants Customer for the License Period a non-exclusive, non-transferable, worldwide license, without the right to sublicense, to use the Service, including the Software, in object code format only, and the accompanying Documentation, solely for the purposes of creating, presenting, hosting, analyzing, viewing and delivering Events to Authorized End Users, subject to any limitation of Seats specified in the Order Form.

2. DEFINITIONS

For the purpose of this Schedule, the following defined terms will mean:

2.1 Higher Ed “Authorized End User” means any individual who is a student resident in a degree- or certificate- granting program of Customer, prospective student, alumni, consortia student registered to take one of Customer’s regularly offered courses of instruction, employee, trustee or collaborating researcher of Customer or a Customer employee (solely to the extent any such employee use the Software for Customer’s internal training purposes). Customer’s Authorized End Users will not exceed Customer’s FTE listed in the Order Form.

2.2 K-12 “Authorized End User” means any individual who is a student, teacher, parent of student or employee of Customer, (solely to the extent any such employee uses the Software for Customer’s internal training purposes). Customer’s Authorized End Users will not exceed Customer’s User Band listed in the Order Form.

2.3 CORPORATE/GOV “Authorized End User” means any individual who is a Customer employee or enrolled in a Customer course or affiliate during an Initial or Renewal Term. Customer’s Authorized End Users will not exceed Customer’s User Band listed in the Order Form.

2.4 “ASP Services” shall mean those services, as may be amended from time to time, provided by Blackboard in respect of the hosting of, and access via the Internet to, the Software for the purpose of permitting Customer and its Authorized End Users to use the Software in the manner as more particularly set out herein (for greater certainty, ASP Services are optional and are only provided when indicated in the Order Form).

2.5 “Event” means a single live broadcast event transmitted over the Service created and/or sponsored in whole or substantial part by Customer or Customer’s employees that is branded under Customer’s name. The term “Events” shall include both live and archived Events.

2.6 “License Period” means the period specified in the Order Form.

2.7 “Seat” means each End User served by a Stream in the Service and shall include an Authorized End User’s access to live Events and archived Events but does not include an access to a downloaded archived Event. A limitation on a number of Seats limits the number of unique Authorized End Users of the Service.

2.8 “Service” means the current version of the Software, the Documentation and the associated services.

2.9 “Stream” means the stream of digitally encoded data that delivers an Event to an Authorized End User.

3. TRAINING AND SUPPORT

Blackboard will provide training and support during the hours and at the rates specified in the Order Form. Unless otherwise specified in the Order Form, training will be online live training.

4. LIMITED WARRANTY

Blackboard warrants for Customer’s benefit alone that, for the License Period, the Service will perform substantially in accordance with the Documentation, provided that: (i) Blackboard has received all amounts owed under this Schedule; (ii) Customer is not in material breach of this Schedule; (iii) Customer has installed any Corrections, Upgrades and Updates made available to Customer; and (iv) Customer has notified Blackboard in writing of any failure of the Software to conform to the foregoing warranty within the warranty period.

5. REGISTRATION; PASSWORDS AND ACCESS

5.1 Registration. In consideration of Customer’s use of the Software and ASP Services, Customer or its Authorized End Users may be required to provide information in order to register for and/or use certain Software and ASP Services. Customer agrees to (a) provide true, accurate, current and complete information about Customer and its Authorized End Users as prompted by the Software’s registration form, and (b) maintain and promptly update all such information to keep it true, accurate, current and complete.

5.2 Passwords and Access. Customer and its Authorized End Users may receive a password and account designations upon completing the registration process. Customer is solely responsible for maintaining the confidentiality of these account(s) and password(s), and is fully responsible for all activities that occur under such passwords or user identifications. Customer shall be permitted to provide access codes and passwords to Authorized End Users. Customer acknowledges and agrees that Customer is solely responsible for the issuance of access codes and passwords and that Blackboard will only issue access codes or passwords to Authorized End Users on Customer’s instruction and as Customer’s agent. Customer acknowledges and agrees that Customer shall be responsible for each and every access, use or employment of the ASP Services or Software that occurs by its Authorized End Users and/or in conjunction with such passwords and user identifications, and that Blackboard is authorized to accept the user identifications and passwords as conclusive evidence that Customer, or its Authorized End Users, as the case may be, have accessed, utilized, or otherwise employed the ASP Services and/or the Software. Customer agrees to (a) notify Blackboard of any unauthorized use of such password or user identifications and any other breach of security, and (b) ensure that Customer and its Authorized End Users exit from Customer’s or such Authorized End User’s account at the end of each session using the logout button. Customer and its Authorized End Users are solely responsible for applying the appropriate level of access rights to Customer Content and to communications involving the use of the ASP Services or Software.

6. CONSENTS; CUSTOMER CONTENT

6.1 Necessary Consents. Where ASP Services are specified in the Order Form, Customer acknowledges and agrees that the ASP Services are provided via the Internet and that Customer and its Authorized End Users' information, including personal information, may be transferred across national borders and stored or processed in any country in the world. Customer is solely responsible for obtaining and maintaining any necessary consents or permissions from its Authorized End Users or others whose information may be collected, recorded, processed, stored, used, disclosed, transferred, exchanged or otherwise handled as a result of, or as part of, any Customer Content or any communications involving the use of the ASP Services or Software and agrees to obtain and maintain all such consents or permissions throughout the term of this Agreement. If Customer or any Authorized End User resides in the European Union, upon registration Customer or such Authorized End User will be indicating its explicit consent that the personal information it provided may be transferred and stored in countries outside the EU, including the United States. If Customer or such Authorized End User fails to provide such consent, Customer or such Authorized End User will not be permitted to access the Services for which registration is required. Personal information shall only be used in accordance with Blackboard's Privacy Policy at <http://www.blackboard.com/Footer/Privacy-Center.aspx>.

7. SUPPORT

A "Support Instance" is a unique request for support or service, and encompasses the cycle of communication from request initiation to instance resolution.

8. ASP STORAGE

ASP Services include a total of 50GB of storage for archives ("Storage Capacity"), unless otherwise specifically set forth in the Order Form. Storage in excess of the Storage Capacity is subject to purchase.