BLACKBOARD MANAGED HOSTING SCHEDULE

THIS BLACKBOARD MANAGED HOSTING SCHEDULE ("MANAGED HOSTING SCHEDULE") IS A "SCHEDULE" PURSUANT TO THE MASTER TERMS (THE "AGREEMENT") BETWEEN CUSTOMER AND BLACKBOARD (AS DEFINED IN THE ORDER FORM) AND DESCRIBES THE GENERAL TERMS BY WHICH CUSTOMER MAY PURCHASE BLACKBOARD MANAGED HOSTING SERVICES AS IDENTIFIED IN THE ORDER FORM. 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. 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, the initial Active User Capacity will be equal to the number indicated on the Order Form.

1.2 **"Available Date"** means the date upon which Customer receives notice from Blackboard that the Hosted Software is available for access by Customer's Authorized End Users.

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

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

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

1.6 **"Software Schedule"** means the Software Schedule between 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.

1.7 "**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.

1.8 **"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 the Order Form is not covered by Service Level specifications described in Exhibit A.

2. BLACKBOARD RESPONSIBILITIES.

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

2.2 **Responsibility for Hosting.** Blackboard shall install and operate the Hosted Software on computer servers and systems under its direct or indirect control. Blackboard will also install and store the Customer Content for purposes of access by the Hosted Software, provided that nothing in this Managed Hosting Schedule shall be construed to require Blackboard to provide for, or bear any responsibility with respect to, the design, development, operation or maintenance of any Web site owned or operated by Customer, or with respect to any telecommunications or computer network hardware required by Customer to provide access from the Internet to any such Customer Web site. Nothing in this Managed Hosting Schedule shall be construed to grant to Customer a license to access and/or use Blackboard's systems except for purposes of accessing and using the Hosted Software and except pursuant to the procedures and protocols specified by Blackboard pursuant to Section 2.1. Solely to the extent necessary to perform Blackboard's obligations pursuant to this Managed Hosting Schedule, Customer grants to Blackboard a royalty-free, non-exclusive, worldwide license to use, reproduce, transmit, distribute, perform, display, and, to the extent required by the Hosted Software, modify and create derivative works from the Customer Content. As between Customer and Blackboard, Customer retains ownership of the Customer Content. Blackboard shall maintain the confidentiality of all Customer Content that is stored on its servers in accordance with 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 A; and (ii) conform in all material respects to the technical specifications and performance parameters set forth in Exhibit A. Exhibit A may be modified from time to time by Blackboard, 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 A 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 A 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 A. 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 A. In the event that Customer requests recovery of any lost or damaged Customer Content, Blackboard will exercise reasonable efforts to restore the relevant data from the most recently archived copies (or such earlier copies as requested by Customer), provided that such data is, at the relevant time, still available pursuant to the applicable retention policy and Customer has provided to Blackboard all information necessary to enable Blackboard to perform such services. Blackboard shall perform up to four (4) data restorations at no charge to Customer; thereafter, except with respect to restoration of data that are lost or damaged as a result of Blackboard's error or a failure of the Managed Hosting Services, Customer agrees to pay Blackboard its then-standard applicable rates for such restoration services.

2.5 **Data Archiving and Cleanup Policy.** Blackboard will undertake commercially reasonable efforts to accommodate Customer's request for data archiving and cleanup. These tasks regularly require expert knowledge of Blackboard application and database structure and command-line access to Customer's Blackboard servers under Blackboard's control. Common types of data archiving and cleanup tasks that require database/application engineering expertise and command-line access to servers include (but are not limited to) the following: batch copying of courses for a new semester; batch export, import, and archive of courses; batch removal of courses; batch disabling or deleting of users; exporting usernames / courses from a database query. Blackboard will make reasonable efforts to perform up to four (4) data archiving and cleanup related tickets per Customer per year (the tasks can be grouped together as one support ticket to be addressed at once per semester or per quarter). After four (4) free services per year, Blackboard reserves the right to charge a flat fee of $1,000 per ticket created for data archiving and cleanup related tasks. If Customer requires Blackboard to batch archive data on to a hard-drive and ship to Customer, Blackboard will charge $500 for the cost of

each of 320 GB hard-drive and shipping required. Customer may ship the hard drive back to Blackboard for reuse in the next such task, in which case Customer shall not be charged an additional fee.

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 during a sustained period of sixty (60) days or more, Blackboard will provide a report to Customer concerning Customer's current storage and bandwidth usage. In the event Customer does not purchase additional storage and/or bandwidth within thirty (30) days of receiving such report, Blackboard reserves the right to charge Customer additional fees at Blackboard's 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 Order Form, including, by way of example, incremental storage capacity, 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 the duration of this Managed Hosting Schedule or such purchase order, whichever is shorter. 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 by Customer. 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 services provided under this Agreement relating to IP addresses (including Internet use) may require registrations and related administrative reports that are public in nature, and Customer shall have no claim against Blackboard relating to such public registrations and reports that are required for Blackboard to perform its obligations under this Schedule.

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 anything to the contrary in this Agreement (including 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, 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 2.7. 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 the 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.

3.3   **Data Processing Addendum.** If Customer is subject to the European Union Data Protection Directive 95/46/EC, the European Union General Data Protection Regulation or similar statute, then this Schedule expressly incorporates by reference the Data Processing Addendum available at http://agreements.blackboard.com/bbinc/blackboardeudataprocessingaddendum.aspx. Customer agrees that it is the controller of all Customer data , including Customer Content, within the Hosted Software and that Blackboard is not a controller of such data.

3.4   **Third Party and Remote Access.** Customer consents to allow Blackboard to provide access to Customer's data to Blackboard employees and to certain third party service providers which have a legitimate need to access such information in order to provide their services to Blackboard as part of Blackboard's provision of the Services to Customer. Blackboard and its employees, subcontractors, service providers, or agents involved in the handling, transmittal, and processing of Customer's Data will be required to maintain the confidentiality of such data in accordance with the terms and conditions of the Agreement. Customer also acknowledges that, subject to the terms of this Agreement and to the extent permitted by Law, Customer's data may be accessed and processed by our support or (if applicable) managed and cloud hosting personnel in foreign countries, including countries other than the jurisdiction from which the Customer data was collected, and Customer hereby authorizes such access and processing.

4.   FEES

4.1   In consideration for its receipt 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 Order Form with respect to the particular Managed Hosting Services provided under this Managed Hosting Schedule, which fees shall be due and payable upon execution of the Order Form; 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 2.7, 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 Managed Hosting Services 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 the Managed Hosting Services in accordance with this Agreement.

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 terminate a multi-year Schedule in advance of the expiration of the then-current Term for any reason other than Blackboard's uncured breach of the Agreement, Customer will be required to pay a penalty fee to Blackboard equal to the total discount received by Customer under such Schedule up through the date of termination. Except as provided above, each party will be responsible for its own expenses incurred in rendering performance under this Managed Hosting Schedule, including, without limitation, the cost of facilities, work space, computers and computer time, development tools and platforms, utilities management, personnel and supplies. Except as otherwise required by this paragraph, all amounts payable under this Managed Hosting Schedule shall be subject to applicable provisions of the Master Terms.

5.   TERM
This Managed Hosting Schedule shall become effective on the Schedule Effective Date, and shall continue in effect for a period of one (1) year (the "Initial Term") or as otherwise specified in the Order Form. Thereafter, the Managed Hosting Schedule will renew automatically upon the conclusion of the Initial Term for successive one (1)-year periods (each, a "Renewal Term" and together with the Initial Term, the "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 then-current 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.

SERVICE LEVELS

Security:
- Single point of entry to co-location is guarded twenty-four (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 (2) hour battery backup (industry standard is only fifteen (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 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 initially accessible by Customer from the hosting site within ten (10) business days after execution of the applicable Order Form, provided that Customer has provided to Blackboard a URL and any other information required by Blackboard to perform its obligations under this Managed Hosting Schedule. 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.

Host Latency Service Credit:
The Managed Hosting 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 application host within the Blackboard datacenter environment and ending when the first packet of data responding to such transmission leaves the application host within 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 application host within 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)
>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 for Host Latency, Customer must notify Blackboard within seven (7) days from the time Customer becomes eligible to receive a service credit, which is the end of each calendar month. 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.

Availability/Service Credit:
Standard Service Levels:

Blackboard shall use commercially reasonable efforts to ensure the Managed Hosting Services are Available twenty-four (24) hours a day, seven (7) days a week with a targeted uptime of 99.7% per calendar month. The Managed Hosting Services shall be considered "Available" except to the extent that an Authorized End User cannot access the Hosted Software due to hardware failure or sustained latency within the Blackboard hosting facilities. Notwithstanding the foregoing, the Availability of the Managed Hosting Services shall be determined without regard to any (i) packet loss, latency or network unavailability due to scheduled maintenance, (ii) the inability of a user to connect with the Managed Hosting Services due to Internet or telecommunications problems outside the reasonable control of Blackboard, or (iii) Force Majeure. For purposes of this section, "Force Majeure" means causes beyond Blackboard's reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts or inability to obtain any export or import license or other approval or authorization of any government authority.

If the Managed Hosting Services are Available less than 99.7% per calendar month, Customer will be eligible to receive service credits as outlined below. Such service credits shall be Customer's sole remedy for failure to meet the applicable targeted uptime. 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, which is the end of each calendar month. 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 the fees for one month of service.

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

*Each block of 96 hours below 99.7% Availability thereafter shall be credited 5 days of service fees.
*All service credits shall be applied to the next period's Managed Hosting fees.

The service levels set forth herein are subject to change upon 30 days' prior written notice to Customer.

Enhanced Service Levels (99.9%):

If Customer meets the following requirements, Customer shall automatically be entitled to 99.9% enhanced service levels. This means that the Availability of the Managed Hosting Services shall be calculated against a 99.9% targeted uptime rather than a 99.7% targeted uptime. All other provisions of the Standard Service Levels shall continue to apply.

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; and

e. Customer is currently subscribed to Integration and Customization Maintenance (ICM) Service from Blackboard Consulting for supporting any SIS integration between the Hosted Software and Customer's student information system ("SIS") that was completed by Blackboard Consulting.

The enhanced service levels described herein apply only to production environments and do not apply to Staging Environments.

Enhanced Service Levels (99.8%):

If Customer meets the following requirements, Customer shall automatically be entitled to 99.8% enhanced service levels. This means that the Availability of the Managed Hosting Services shall be calculated against a 99.8% targeted uptime rather than a 99.7% targeted uptime. All other provisions of the Standard Service Levels shall continue to apply.

a. Customer has Gold Level Service (subscription to Production Environment hosting other than Basic licenses, Foundations program, K12 LAC Bundle 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; and

c. Customer's usage is within contracted levels for Active User Capacity and storage.

The enhanced service levels described herein apply only to production environments and do not apply to Staging Environments.

If Customer does not have 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), the Availability/Service Credit does not apply to the 7 calendar day period following the 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.

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 may in Blackboard's sole discretion, put Blackboard, its employees or its agents at risk for injury.

Outages

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. For purposes of this subsection, a "System Outage" means the Managed Hosting Services are not Available. If the problem is due to a System Outage, 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, to the extent known by Blackboard at the time of such notice. Blackboard will promptly commence remedial activities and use commercially reasonable efforts to resolve the System Outage within the time estimate provided to Customer.

Following recovery from any System Outage, Blackboard will provide Customer with a post-incident summary that includes:

▪ 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).

MONITORING AND PERFORMANCE

Blackboard will make network performance reports available to 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. In addition, 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.

Customer acknowledges and agrees that any reports provided by Blackboard to Customer pursuant to this Schedule 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 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 deploys infrastructure 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%.

Environment Setup:
Production environments are set up to maintain fail back, redundant connectivity, comprehensive backups, 24x7 monitoring, and 99.7% uptime (except to the extent Customer is eligible for enhanced service levels as set forth above).

CUSTOMER RESPONSIBILITIES

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

- Creating/removing users including Students, Teachers, System Administrators, etc.
- Modifying all Authorized End 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 Customer and not Blackboard. For example, if the Customer chooses the URL http://institutionname.org, Customer is responsible for the redirect to the http://insitutionname.blackboard.com site using a CNAME record. Any IP addresses 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 that Customer take 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, contact 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, the Blackboard Managed Hosting Service support team will work with Customer to troubleshoot the problem. If the Blackboard Managed Hosting Service support team isolates the problem as related to one or several Building Blocks, the Blackboard Managed Hosting Service support team may need to disable the Building Block to further troubleshoot the issue or to restore overall service.