



This Blackboard Order Form ("Order Form") by and between Blackboard (as defined below) and Eastern New Mexico University-Portales ("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/blackboard-new-master-agreement-all-products.aspx> and 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	Renewal Term (USD (7/1/2016-6/30/2017))
1	CL-VA-FTE	Bb Collaborate Voice Authoring (FTE - 2001-4000)	\$0.00
1	CL-WC-FTE	Bb Collaborate Web Conferencing - includes 50 GB of storage for standard recordings and pre-load storage, 50GB of storage for MP4 recording conversion , and 10,000 annual MP4 views/downloads - 2001-4000	\$15,184.73
1	CL-VT-FTE	Bb Collaborate VoiceThread - 2001-4000	\$10,350.00
Total			\$25,534.73

B. Term

- Renewal Term:** Unless otherwise specified in the Product or Service Description above, the Renewal Term shall be from July 1, 2016 through June 30, 2017.
- 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 Renewal 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.
- Effective Date:** July 1, 2016.

C. Payment Terms

- All initial and subsequent payments shall be due Net 30. Unless otherwise specified, all dollars (\$) are United States currency.
- Sales Tax:** If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

D. Special Provisions

- All terms and conditions set forth at <http://agreements.blackboard.com/bbinc/voicethread-terms-and-conditions.aspx> shall be incorporated herein.
- Upon signature of this Order Form Customer has a Dual Licensing agreement for BB Collaborate Voice Authoring and BB Collaborate Voicethread. Customer acknowledges and agrees that its license for the Blackboard Collaborate Voice Authoring shall end of life on August 31, 2016. At which time, such license shall terminate in its entirety.

Customer: Eastern New Mexico University-Portales <i>CLARK ELSWICK</i>
Signature <i>Clark Elswick</i>
Name (printed) <i>VP of TECHNOLOGY / CIO</i>
Title (printed) <i>6-17-16</i>
Date

Blackboard ("Blackboard")
Signature
BILL JONES Name (printed)
ASSOCIATE GENERAL COUNSEL Title (printed)
Date



This Blackboard Order Form ("Order Form") by and between Blackboard (as defined below) and Eastern New Mexico University-Portales ("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/blackboard-new-master-agreement-all-products.aspx> and 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	Renewal Term 1(USD) (5/31/2016-6/30/2016)	Renewal Term 2(USD) (7/1/2016-6/30/2017)
1	AS-LC-HST-HE-P	Blackboard Learning Core - Gold Managed Hosting Package (2,001 - 4,000 FTE) consists of: Blackboard Course Delivery Blackboard Community Engagement Blackboard Content Management Blackboard Managed Hosting for Content Management Blackboard Gold Hosting Blackboard Mobile Learn	\$5,002.46	\$58,899.96
1	AS-CD-TEST	Blackboard Course Delivery Test	\$0.00	\$0.00
1	AS-CDDEV	Blackboard Course Delivery Developer	\$0.00	\$0.00
1	AS-CM-TEST	Blackboard Community Engagement Test	\$0.00	\$0.00
1	AS-CS-TEST	Blackboard Content Management Test	\$0.00	\$0.00
Totals			\$5,002.46	\$58,899.96

DESIGNATED SERVER SITE: Hosted by Blackboard Inc.

B. Term

- Renewal Term:** Unless otherwise specified in the Product or Service Description above, the Renewal Term shall be May 31, 2016 through June 30, 2017.
- 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 Renewal 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.**
- Effective Date:** May 31, 2016.

C. Payment Terms

- All initial and subsequent payments shall be due Net 30. Unless otherwise specified, all dollars (\$) are United States currency.**
- Sales Tax:** If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

Customer: Eastern New Mexico University-Portales
Signature
Name (printed)
Title (printed)
Date

Blackboard ("Blackboard")
Signature BILL JONES
Name (printed) ASSOCIATE GENERAL COUNSEL
Title (printed)
Date