

VOID IF EXECUTED AFTER: July 07, 2018
CUSTOMER: Santa Monica-Malibu Unif Sd

Blackboard

This Blackboard Order Form ("Order Form") by and between **Blackboard Inc.** ("Blackboard") and **Santa Monica-Malibu Unif Sd** ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing Summary"). 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. Software & Services Product and Pricing Summary

Qty	Product Code	Product or Service	Initial Term Period #1 Effective Dates	Initial Term Period #1 (USD)	Initial Term Period #2 1 Year (USD)	Initial Term Period #3 1 Year (USD)
1	WCM-ALY-IMPL-P	WCM ALLY IMPL BUNDLE, 8001-15000 Users	1 Year Upon Signature	\$7,200.00	\$7,200.00	\$7,200.00
1	WCM-ALY-CE	ALLY FOR WEB COMMUNITY MANAGER				
1	WCM-ALY-IMPL	ALLY IMPLEMENTATION FOR WCM				
18	WCM-ESSN	BLACKBOARD WCM ESSENTIAL, 2,001 - 20,000 Users	1 Year Upon Signature	\$14,400.00	\$14,400.00	\$14,400.00
1	WCM-CRT-TP-MNT	CREATIVE: TEMPLATE REGULATORY MAINTENANCE	1 Year Upon Signature	\$975.00		

1	WCM-CRT-TP-D-R	CREATIVE: DIAMOND CUSTOM TEMPLATE (RESPONSIVE)	1 Year Upon Signature	\$18,000.00		
3	WCM-SVC-SL	CONSULTING: WCM SITE LAUNCH (CLIENT SITE) PER DAY	1 Year Upon Signature	\$4,700.00		
18	WCM-ACT-ESSN	ACTIVATION: WCM ESSENTIAL, 2,001 - 20,000 Students	1 Year Upon Signature	\$1,800.00		
1	WCM-TRAVEL-3	ONSITE TRAVEL EXPENSES (1-3 DAYS)	1 Year Upon Signature	\$1,300.00		
1	WCM-IMPL-ES-LDAP	IMPLEMENTATION: WCM ESSENTIAL SECURE LDAP	1 Year Upon Signature	\$0.00		
			Total	\$48,375.00	\$21,600.00	\$21,600.00

B. Terms

1. The Initial Term of this Order Form shall be as specified in the Product and Services Pricing Summary above.
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: Final Signature Date

C. Payment Terms

1. All initial and subsequent payments shall be due Net 30. Unless otherwise stated, all prices are in United States currency.
2. 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.

Sales Approved: Chris Prince

Initial:



Customer: Santa Monica-Malibu Unif Sd

Signature:

Name:

Title:

Date:

Attach PO :

Attach Tax Exemption:

Blackboard Inc.

Signature:



Name: Bill Jones

Title: Deputy General Counsel

Date: May 30, 2018

EXHIBIT TO
BLACKBOARD ORDER FORM
STATEMENT OF WORK

This Work Statement is a preliminary expectation of both Blackboard and Customer of the services that may need to be performed. As such it may be modified by a writing approved by the designated representatives of each Blackboard and Customer. The work described below is intended to be performed on a fixed price basis.

This Statement of Work (SOW) is an exhibit to the Order Form between Blackboard and Customer which is hereby referenced and incorporated into this SOW and will legally control the delivery of services.

1 Scope of Services

Based on discussions with the customer and our derived understanding, Blackboard will deliver the following Services:

- **Ally Technical Implementation and Report Admin Orientation**

1.1 Project Management

Project Management facilitates communication within Blackboard and with the customer related to this engagement, and coordinates Blackboard's activities for this engagement. The goal of Project Management is that project objectives and milestones are met in a timely and cost effective manner. To achieve these outcomes, Blackboard will appoint a Project Manager who will be responsible for the overall engagement delivery, documentation, status reporting, and resource management.

1.2 Consulting Services

1.3 Ally Technical Implementation and Report Orientation

1.4 Scope

The Ally Technical Implementation and Report Orientation service is designed to provide basic technical configuration of Ally and to provide an orientation for administrators and accessibility staff wishing to access, navigate, and interpret the reports. More specifically, Blackboard Consulting will work with project team members to provide the following:

- A one-hour remote kick-off and planning meeting to set the schedule, gather pre-requisite configuration information
- API Token Setup and Communication
- Ally Technical Configuration
- A two-hour remote Accessibility Training
- A one-hour remote Orientation to:
 - Provide an overview of the Ally tool, features and workflow
 - Review Reporting
 - Understanding of how the site is doing
 - Helps identify where problem areas are, what to focus on, who to target, etc

1.4.1.1 Work Product

- Technical Configuration
- Administrator Training

1.4.1.2 Customer Assumptions/Requirements

- Customer is currently running Blackboard Web Community Manager
- High level of participation from client IT and administration resources
- Timely response from the Customer project leadership with regard to scheduling the orientation workshop
- All work to be performed remotely

2 Resource Requirements

Blackboard proposes the following projected staffing model to deliver this project.

Role	Activities and Responsibilities
Management Oversight	Responsible for general oversight, serves as client escalation point, additional subject matter expert coordination
Project Manager	Responsible for management of project tasks, schedule, and resources
Consultant	Responsible for executing project tasks and deliverables according to the project schedule

3 Customer Responsibilities

Blackboard Consulting's approach assumes active participation from the customer team. The customer is responsible for staffing resources on the project that have the necessary functional and technical knowledge to execute required tasks.

Customer Role	Involvement
Project Owner/Executive Sponsor	The Project Owner provides strategic direction and executive sponsorship of the engagement.
Project Manager	Responsible for management of customer project tasks, schedules, and resources
Administrators	Personnel responsible for access to and administration of the Ally accessibility tool.
Accessibility Stakeholders	Additional audience for the Ally Report orientation

4 Fees, Expenses, and Terms

4.1 Firm-Fixed Price Milestone/Invoicing Schedule

The costs for additional services to be provided on a Firm-Fixed Price basis are detailed below:

Service Name	Milestone	Invoice Amount
Ally Technical Implementation	Invoiced on Effective Date of Order Form	Noted in order form

4.2 Travel Expenses related to Consulting and Training Services

Blackboard Consulting will invoice the customer for the actual travel related costs if incurred as part of this engagement. Travel costs are not included in the Service Pricing Section. Blackboard Consulting will make reasonable efforts to manage travel costs without compromising project objectives.

4.3 Cancellation of On-site Workshops or On-Site Consulting Visits

In the event the Customer chooses to cancel a scheduled on-site training workshop or consulting visit within two (2) weeks of the scheduled event, Blackboard Consulting may invoice the Customer for the following:

- For on-site training workshops, the full price of the workshop plus any incurred travel change fees
- For on-site consulting visits, the cost of all consultant hours scheduled for the site visit plus incurred travel change fees.

4.4 Cancellation on Synchronous Online Training or Consulting Engagements or Workshops

In the event the Customer chooses to cancel a scheduled synchronous online training workshop or consulting engagement within two (2) days of the scheduled event, Blackboard Consulting may invoice the Customer for the scheduled days at the then current rate for the scheduled consultant(s).

5 Project Timeline

The project plan will be drafted, agreed to, and tracked with the Customer during or after the planning phase. Timing and dependencies are identified as outputs from planning sessions and a formal plan will be drafted and tracked in partnership with the Customer's project lead.

6 Change Control

Changes to scope, resources, staffing, or timeline may impact this estimate. In the event a change occurs, the Blackboard Consulting Project Manager will capture and assess the impact and relevant implications through the project Change Control Process. This process will yield a Project Change Request (PCR) document for the customer's review and consideration. The PCR requires customer and Blackboard approval to be valid and actionable, if applicable.

7 General Engagement Assumptions

Our approach, timeline, team structure, and professional fees are based on the below assumptions. Variance from these assumptions will be managed through the Change Control Process and may affect the actual schedule and cost of the project.

- This agreement covers only the activities as described;
- Staffing and scheduling for project roles/positions will begin once the Contract is signed and Purchase Order is received
- Payment for any software licenses is not contingent on or related to payment or performance for professional services
- Customer will provide Blackboard with access to the appropriate physical and technical environments in the timeframes confirmed with Blackboard Project Manager to complete the effort outlined in this document;
- Any scheduling estimates are based on the assumption that the Customer will respond to any decision required from the Customer within 5 business days.
- Customer will complete a review of all submitted draft working products, or set of working products, in five business days unless otherwise agreed to in writing;
- The Customer shall assign a representative to be the primary point of contact for the Blackboard Project Manager. This representative shall have full authority to make all decisions regarding project scope, overall timeline, and related projects costs, as well as ensuring the necessary customer project personnel, resources, etc. are available to complete the project(s);
- Quality involvement and working products from the Customer are critical to the project. The Customer's representative shall be responsible for coordinating all meetings that involve Customer and third-party contractor staff members, working products, and information requests within the agreed upon timeframes;
- Customer is responsible for providing subject matter experts to assist in identifying business rules, resolving process discrepancies and answering ad hoc questions. The subject matter expert will be made available as needed during the course of the engagement and will be responsible for soliciting input from additional Customer personnel as needed.
- Hardware and software configuration and environment(s), either managed or self-hosted, can support the functional/technical services included in this proposal
- All interfacing systems in the environment(s) designated for functional testing will be available.
- Third-party products and services, except as expressly noted above, Customer will separately procure and provide all third-party products and services in a timely manner to support the Services as defined in this Statement of Work. Blackboard is not responsible for making changes to the configuration or data contained or used in third-party systems, including but not limited to the Customer's SIS.
- Working Products are artifacts, used by Blackboard, that demonstrate progress toward a deliverable; however, they are not themselves deliverables;
- Services are estimated and billed based upon a maximum eight (8) hour workday per Consultant and a maximum forty (40) hour work week per Consultant. The applicable billing rate for Time and Materials Services the Consultants shall be at the rates set forth in table 4.2 above, if applicable;
- The customer shall pay all outstanding invoices from any previous Blackboard agreements greater than thirty (30) days, prior to beginning work under this document;
- The estimates above were developed based on the estimated project duration. In the event the project exceeds the duration and crosses a new fiscal year, rate may be adjusted accordingly based on the effort expended in the new fiscal year;
- Except as otherwise stated in this Agreement with regard to the Consulting Services performed hereunder, Blackboard reserves the right to change the services it offers to its customers generally and related rates at any time.
- For Time and Materials Consulting Services related to this project, as outlined in the document, all fees and expenses shall be billed on a monthly basis and such bills shall be due and payable Net 30

- All Firm-Fixed Price Consulting Services related to this Project, as outlined in this document, shall be billed according to the Milestone/Invoicing Schedule as outlined in this document section Services Pricing
- All reasonable travel, meals and lodging expenses shall be billable at cost and all such expenses shall be borne solely by Customer
- The Customer requirements that apply to the training services are set forth on Appendix A. All training services must be used within one (1) year of purchase. In the event Customer chooses to cancel a scheduled on-site training workshop within two (2) weeks of the scheduled event, Customer will be responsible to pay the full price of the workshop plus any incurred travel change fees.

In Process

APPENDIX A

TRAINING SERVICES

The following assumptions / requirements apply to Training Services to be provided by Blackboard Consulting.

- Blackboard, upon request of Customer, shall provide Training Services to Customer. Upon acceptance of this Agreement, Blackboard will designate a Project Manager/Coordinator to schedule training event. Events are typically scheduled 4-6 weeks in advance. Schedules for facilitated and non-facilitated asynchronous online training course are published to the Blackboard Inc. website.
- Onsite training may be eligible for synchronous remote delivery upon request of Customer, however, a single method of delivery must be chosen. Splitting delivery methods is strictly prohibited
- Onsite/synchronous remote class size is restricted to a maximum of 15 Authorized End Users (as defined in Customer's Software Schedule) to maintain an effective instructor-student ratio.
- Requests for additional participants will be reviewed on a case by case basis and, if approved, will be subject to a fee equal to 10% of the listed price of the training and may require additional materials and delivery days.
- Facilitated, asynchronous online training course/workshop class sizes are restricted to a maximum of 20 Authorized End Users (as defined in Customer's Software Schedule) to maintain an effective instructor-student ratio.
- Participants in facilitated, asynchronous online training courses should expect to spend eight to fifteen hours per week reading assignments, completing exercises, and participating in Discussion Board forums. The Customer must provide the name(s) and email address(es) of each participant in advance of the course start date.
- Onsite Training events are only for Customer's on-campus, internal use. Training events may not be video recorded.
- Remote Synchronous events delivered using Collaborate may be recorded. The recordings are intended for participants who attended the training and need review or for those who missed the training but were part of the 15 person roster. Recordings are not for wide distribution or consumption. They must not be posted on a public website or even made available to the clients' larger teacher population. They may not be sold or otherwise distributed for the purpose of profit and remain the intellectual property of Blackboard, Inc.
- Onsite classes are structured as a hands-on/active training seminar held in a computer classroom unless otherwise agreed. For the best learning experience, Customers must provide:
 - A computer lab containing one computer for each student.
 - A high bandwidth Internet connection from each computer
 - A video projection device capable of 1024x768 resolution attached to a "lead" computer.
- Access to the locally installed version of Blackboard software or a Blackboard Managed Hosting installation.
- All computers must meet the Blackboard Web Community Manager supported browser and operating system requirements as outlined in Blackboard's customer materials and websites.
- Note: Chrome browser is required for the best experience with Collaborate
- Each participant must possess basic Web navigation and file management skills, internet access, and an email address.