

Blackboard

This Blackboard Order Form ('Order Form') by and between **Blackboard Inc.** ('Blackboard') and **Texas A & M University - College Station** ('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 between Blackboard and Texas A & M University System signed on September 13, 2018 and incorporated by this reference, form the entire agreement between the parties in respect to 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 the Customer, any product or service provided by Blackboard to the 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

Period Number	Total
Period 1	\$100,000.00
Contract Total	\$100,000.00

Period 1				
Qty	Product Code	Product Name	Dates	Net Total (USD)
1	SS-MER-MEDIAMGMT	SS MER MEDIA MGMT	01-Sep-2021 to 31-Aug-2022	\$30,000.00
1	SS-MER-MEDIABUY	SS MER MEDIA BUY		\$55,000.00
1	SS-MER-PROFSVCS	SS MER PROF SVCS		\$15,000.00
			Period 1 Total	\$100,000.00

B. Terms

1. The Initial Term of this Order Form shall include all Periods included in the Software & Services Product and Pricing Summary above.
2. Upon conclusion of the Initial Term, this Order Form shall terminate.
3. Effective Date: 01-Sep-2021.

C. Payment Terms

1. All initial and subsequent payments shall be due NET30. 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.

D. Special Provisions

1. The Statement of Work describing the services to be provided is attached hereto as **EXHIBIT 1** and incorporated herein by this reference.

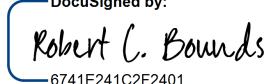
Sales Approved: Trevor Eyden

Initial:

Sales Approved:

Initial:

Customer: Texas A & M University - College Station
Signature:

DocuSigned by:

6741E241C2F2401...

Robert C. Bounds

Name: **Director, Procurement Services**

Title: 10/15/2021 | 09:29:09 CDT

Date:

Blackboard Inc.
Signature:



Name: Michael Pohorylo

Title: Associate General Counsel

Date: October 14, 2021

Blackboard does not require a PO for the purchase or payment of the products on this Order Form. If your organization requires a PO in addition to this signed contract, please provide all known information here. If a PO will be issued after signature, indicate 'Pending' in the PO Number field.

PO Number:

PO Amount:

Attach PO or send PO to Operations@blackboard.com (Optional):

Attach Tax Exemption (Optional):

Invoicing

Send Invoices via email to:

1. Name:

Email:

2. Name:

Email:

3. Name:

Email:

In Process

EXHIBIT 1

STATEMENT OF WORK (Year 2+ Renewal)

This Statement of Work ("SOW") is dated September 20, 2021 and is incorporated into and governed by the Order Form, and all terms and conditions outlined therein, (the "Agreement") between Texas A&M ("University") and Blackboard Inc. ("Blackboard").

Blackboard shall deliver Marketing and Enrollment Services as described herein and in the Agreement (the "Service(s)"). The scope of the Services shall be limited to the programs listed below. Additional programs may be added for an additional fee (see Project Fees).

- Engineering Academies

Scope of Work

ACCOUNT MANAGEMENT

To facilitate the delivery of services, Blackboard will provide a primary account team responsible for the work including an account manager and specific subject matter experts in the fields relevant to this SOW, such as marketing research, creative strategy, design, media buying, copywriting, project management, enrollment strategy and technical/CRM integrations.

Key Activities

- Project kick-off meeting, as needed, with all involved parties to set objectives and align work streams
- On-going Account and Media Management, maximum of 15 hours per month (additional hours to be billed, upon written agreement, at a rate of \$200 per hour)

Work Product:

- Kick-off presentation and account team contact information
- Detailed project plan and timeline including activities, events, deadlines, and owners
- Documentation of key inputs and next steps

MARKETING SERVICES

1.1 Marketing Strategy, Media Plan Development & Launch

Blackboard will develop and update the current marketing and media strategy aligned to help the University to continue to meet its desired goals for enrollment growth. A critical milestone in this work stream includes the delivery of a marketing strategy and its associated media plan. Also, as needed, Blackboard may update market analysis covering components such as competitive insights, program reviews, and prospective student audiences to understand the market opportunities and inform the strategy and media plan.

Key Activities:

- Marketing Strategy
 - Analyze & assess historical performance to identify opportunities for improved efficiency and conversion (ex. campaign, creative, targeting, KPIs)

- Complete necessary research and analysis on market attributes that may affect performance, such as competitive insights, program reviews, and prospective student audiences
- Recommend marketing mix for the campaign taking into account market dynamics, budget, program offerings, target audiences and previous performance
- Media Plan
 - Develop a comprehensive media plan including the programs covered by this scope of work that leverages budget inputs, historical conversion rates, and channel mix to project lead and enrollment volume with associated cost metrics
 - Recommend go-forward optimization strategies for campaign execution based on historical performance and market insights
 - Produce and secure University approval of a media plan covering go-forward KPIs, budget allocation, media mix, specific channels, and creative requirements
- Media Set-up and Launch
 - Work with media vendors (ex. Google, Facebook) to set-up and secure ongoing media buys
 - Establish the correct accounts and credentials necessary along with payment processes to be handled on behalf of the University
 - Implement the necessary tracking and monitoring required for ongoing management
- Creative Development
 - Design and develop any necessary adjustments to the microsite as required by the media plan
 - Develop ad creative to support channels outlined in the finalized media plan
- Tracking Set-up and Testing
 - Assist with technical and systems integrations for proper tracking and visibility for campaign efforts directly related to this SOW
 - Provide visibility into full-funnel performance (pending data availability in University CRM)
 - Leverage University systems currently in place, such as marketing automation or CRM within reason, to enable full-funnel reporting
 - This SOW does not include or cover general system administration, training, or regular oversight of University marketing or CRM systems. The University maintains responsibility for these functions and any related activities, integrations, upgrades, and/or systematic issues.
 - Post-campaign launch technical updates due to University system changes to be billed, upon written agreement, at a rate of \$200 per hour

Work Product:

- Marketing Strategy
 - Comprehensive marketing plan aligned to the University's desired enrollment goals
 - Summary of relevant market research findings and analysis
 - Establish reporting metrics, KPIs, and reporting cadence
- Media Plan

- Budget allocations with identified marketing mix by channel
- Media Set-up and Launch
 - Account set-up and credentials
- Creative Development
 - Search ad copy to support the advertising outlined in the marketing plan as needed
 - Required advertisement creative up to 2 creative design compositions, as well as supporting content and images
- Tracking Set-up and Testing
 - Technical support in setting up a functional tracking infrastructure including adding pixels, developing Request for Information forms, and ensuring proper lead flow to University systems such as a CRM or marketing automation tool
 - Implementation of and license for call tracking technology to monitor and report on inbound call leads

1.2 Media Placement, Trafficking, Testing, and Optimization

Blackboard will select media vendors (ex. Google, Facebook) and serve as a primary point of contact, helping to traffic and manage marketing campaigns. Services include up to twelve (12) months of paid media buying and management.

Key Activities:

- Place and traffic daily and weekly media buys on behalf of University, following the tenants of the approved marketing strategy and media plan
- Review and analyze campaign performance data based upon KPIs identified in the media plan
- Interpret results and provide guidance to help improve performance
- Provide guidance for campaign and creative testing
- Assist with post-semester and annual reporting on campaign results and insights
- Measurement and monitoring in accordance with access and metrics provided by client, including:
 - Key metrics:
 - Clicks
 - Leads
 - Media channel performance and optimization techniques
 - Cost per acquisition tracking and monitoring, including:
 - Cost per lead

Work Product:

- Monthly performance reporting, including campaign metrics and optimization recommendations, delivered via email.

- Monthly meetings to review performance reports during peak recruiting months (November 2021 – May 2022), with additional ad-hoc meetings as required.

Lead Nurture & Content Marketing Support

In an effort to continue to support lead nurture efforts and build pipeline for the Engineering Academies, Blackboard will provide ongoing email nurture and content marketing support.

Key Activities:

- Automated email nurture through Blackboard Pardot instance
 - New lead communications and messaging plan
 - Additional academy specific messaging

Work Product:

- Maintenance of existing email automation with content refresh as needed
- Creation of up to 2 additional emails per academy (up to 12 total emails) focused on location specific messaging. Email creation includes copy, design, and automation.

Estimated Timeline

Blackboard and University shall work together to quickly establish mutually agreed upon dates for campaign review based on the following phases:

Phases

- Campaign Review (1-2 weeks from contract signing)
- Media and Enrollment ongoing management (12 months)

All timelines are predicated upon both the University's timely participation and response to project requests and needs including required technical access, creative reviews, and plan approvals.

Project Fees

Marketing Services	Rate
Account & Media Management, Reporting, Campaign Set-up	\$30,000
Media Buy	\$55,000
Lead Nurture & Content Support	\$15,000
Total Marketing Budget	\$100,000

**Any changes to media budget will require a mutually agreed upon Project Change Request to adjust scope and may result in a change in fees. An increase in media budget may result in an increase of project fees.*

Additional Program Costs (Optional):

The addition of new college partners beyond what is included in this SOW will require creative development of the necessary HTML landing page(s) and digital ads. Custom market research by program may be added but may result in additional fees. Additional degree programs or certificates (online, hybrid, or on-ground) not covered in this

SOW may be added for a one-time management cost of \$3,000 per degree program or certificate, not including paid media budget or enrollment services budget. Paid media and enrollment services budget may be added as incremental or re-allocated from existing paid media budget at University discretion. Adding programs or certificates to the SOW will require a mutually agreed upon Project Change Request.

Ownership of University Marketing Deliverables.

Creative deliverables that are designed or developed by Blackboard specifically for University pursuant to Marketing & Enrollment Services under this SOW, including marketing and media plans, enrollment coaching tools, and creative content such as slogans, artwork, media content, image files, videos, drawing, photographs, graphic material, film, music and web sites ("University Marketing Deliverables") shall be owned by You. You hereby license the University Marketing Deliverables to Blackboard during the Term of the Agreement solely to permit Blackboard to carry out its obligations under this Agreement and any associated SOW's. To the extent that any deliverable created under the SOW includes Blackboard intellectual property, Blackboard retains ownership of such Blackboard intellectual property and Blackboard hereby licenses such Blackboard intellectual property to University for use solely as part of such deliverable. Such license shall survive expiration of the relevant the SOW. University agrees that Blackboard shall have no obligation to host any of the deliverables under the SOW following the termination of SOW.

University Responsibilities and Assumptions

- University will have identified a leadership team and primary point of contact to liaison with Blackboard counterparts for regular meetings, reporting, and coordination
- University will provide necessary individuals, information, and data to inform and develop follow-on deliverables (ex. people, processes, and systems currently responsible for marketing, recruiting and enrollment management)
- University shall supply Blackboard with current brand elements and requirements including current logos, colors specifications, guidelines, photo library, etc. Any and all use of University brand elements will be shared with the University for approval prior to publication.
- University shall provide administrative access (and secure any proper licensing, if applicable, and at no cost to Blackboard) to existing infrastructure or systems required to support the marketing of relevant programs such as CRM, CMS, and/or marketing automation systems within the timeframes necessary and required to meet any committed launch dates
- University represents that it has the authority to provide Blackboard access to University's CRM, CMS, and/or marketing automation systems and any information/data stored therein for the purpose of performing its duties under the Agreement, and that University has provided appropriate disclosures to students, faculty, staff or any other end users regarding Blackboard's access, as necessary.
- University shall provide historical data and access to any existing campaigns and any past enrollment or performance history for the associated programs
- University will provide a campaign-relevant URL on their flagship domain, allow Blackboard to host the microsite on Blackboard's hosting provider, and manage the microsite content through a preferred CMS.
- University represents that it has an up-to-date and conspicuously posted digital privacy policy that is in compliance with all law with respect to personal information and any other information processed by the

University or by Blackboard on University's behalf. University represents that Blackboard has the authority to collect prospective student contact information as provided through the microsite for the purposes of continued communications by the University or Blackboard for the purpose of performing the Services under this SOW.

- University shall promptly alert Blackboard to any other agencies or firms buying similar branded keywords or placing potentially competitive advertisements on behalf of the University and its related programs. If this is happening, University will work in good faith with Blackboard to resolve any overlap that could impact results across all campaigns running on behalf of the University.
- University understands that media budget will not be managed at the program level, but across the program portfolio with the goal of delivering the strongest potential impact to enrollment.
- University shall complete timely reviews of site plans, copywriting, and design concepts and understands that any delay could result in a delay of the Services
- University shall supply Blackboard with any necessary technical administrative rights to complete website testing and share web files
- University shall provide any existing, relevant data needed and available to inform market research
- University understands that back-end coding/development such as e-commerce, course catalogs, or other forms of complex systems integration are not included in this scope
- Blackboard will outline a specific set of student information that is required to successfully coach students and to report on results. University will provide Blackboard the requested data that is available.
- University shall supply Blackboard with school branded email addresses to enable successful delivery of email content and coach interaction. If available, these emails should be Office365, Gmail, or Exchange accounts and IMAP/SMTP data may be required for integration.
- University will provide access to or data from reporting systems in order to provide shared visibility into key metrics and results.
- University agrees to notify Blackboard of any significant changes in campus staffing levels or marketing and recruitment activity that would impact lead volumes, quality and conversion.
- University agrees to ongoing collaboration with Blackboard and is willing to consider adjusting internal practices based on results taking into account: lead quality, volumes, staffing needs, and all KPIs.
- University will partner with Blackboard to create the Student Journey Mapping during the implementation process, and agrees to standardize points of student hand-off between Blackboard coaches and University staff (e.g. Blackboard coaches scheduling meetings for applicants to meet with subject matter experts at University location, such as academic advisors, financial aid advisors, etc.). Standardizing how students are handed back and forth between teams will ensure that the students have a seamless experience, will increase their satisfaction, and will increase their likelihood to enroll at University.

Enrollment and Marketing Services: Representations.

(a) Customer Representations. If Customer provides Blackboard with contact information ("Recipient Data") of any prospective student, or access to systems where prospective students have requested communication from the

University, and the Customer requests that we contact any prospective student, Authorized User, or other person on Customer's behalf ("Recipient"), Customer represents and warrants that: (a) Customer will comply with all Laws and contracts in connection with use of contact information for Recipients, the enrollment and marketing services, and with respect to the content and transmission of calls, texts, and other messages ("Messages") sent, including, without limitation, all federal and state telemarketing-related laws, rules and regulations, the Telephone Consumer Protection Act (47 U.S.C. § 227) and the FCC's implementing regulations (47 C.F.R. § 64.1200) (such laws, rules and regulations, as amended from time-to-time, collectively, the "Telemarketing Laws"); (b) as to each Recipient to be contacted by Blackboard on Customer's behalf, Customer has obtained all consents that may be required by the Telemarketing Laws and its privacy policies; (c) Customer will retain documentary proof of such consents for at least five (5) years from the date the Recipient Data is provided by Customer to Blackboard; (d) Customer will suppress and will not provide to us contact information for any Recipient who has registered his or her telephone number on the national Do-Not-Call Registry, any similar state registries or has otherwise indicated that he or she does not wish to be contacted by Customer or Blackboard; and (e) Customer will provide a reasonable means for Recipients to rescind consent to receive Messages and will not request Blackboard to send Messages to Recipients who have opted out of receiving Messages from Customer. To the extent Customer receives notice that any Recipient has opted-out of any Messages, Customer will promptly notify Blackboard. Customer shall have no liability as a result of Blackboard contacting any individual who has notified Blackboard of their choice to opt-out of receiving any Messages, or as a result of Blackboard contacting any individual despite receiving notification from Customer that the individual has opted out of any Messages.

(b) Blackboard Representations: (i) Where Blackboard receives Recipient Data from Customer in accordance with subsection (a) above, and for the duration of the provision of the Enrollment Services to the prospective and current students: (i) Blackboard shall be responsible for offering the Recipients reasonable means to opt-out of or rescind consent to receive any Messages and maintaining an opt-out list of Recipients; and (ii) in the event any Recipient opts out/rescinds consent through Blackboard, Blackboard shall be responsible for (A) ceasing any further Messages to such individual and complying with the opt-out/rescindment request and (B) informing Customer of any new such opt-outs/rescindments. Blackboard shall have no liability as a result of Customer contacting any individual who has notified Customer of their choice to opt-out of receiving any Messages, or as a result of Customer contacting any individual despite receiving notification from Blackboard that the individual has opted out of any Messages. Upon completion of the campaign and/or once a prospective student successfully registered with Customer, responsibility for communicating with and maintaining the Recipient Data of that student in accordance with applicable law will be the sole responsibility of Customer.

- (ii) Where Blackboard receives Recipient Data directly from prospective and current students to perform the services, Blackboard represents and warrants that: (a) Blackboard shall comply with all Laws and contracts in connection with use of contact information for Recipients, the enrollment and marketing services, and with respect to the content and transmission of calls, texts, and other messages ("Messages") sent, including, without limitation, all federal and state telemarketing-related laws, rules and regulations, the Telephone Consumer Protection Act (47 U.S.C. § 227) and the FCC's implementing regulations (47 C.F.R. § 64.1200) (such laws, rules and regulations, as amended from time-to-time, collectively, the "Telemarketing Laws"); (b) as to each Recipient to be contacted by Blackboard on Customer's behalf where Blackboard has received the Recipient Data directly from the Recipient, Blackboard has obtained all consents that may be required by the Telemarketing Laws and its privacy policies; (c) Blackboard will suppress and will not provide to us contact information for any Recipient who has registered his or her telephone number on the national Do-Not-Call Registry, any similar state registries or has otherwise indicated that he or she does not wish to be contacted by Customer or Blackboard; and (e) Blackboard will provide a reasonable means for Recipients to rescind consent to receive Messages and will not send Messages to Recipients who have opted out of receiving Messages from Customer.