This Blackboard Order Form ("Order Form") by and between **Blackboard Inc.** ("Blackboard") and **Texas A & M University College Station** - a member of The Texas A&M University, an agency of the State of Texas ("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 the Texas A&M University System Office Master Agreement signed September 13, 2019 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

<table>
<thead>
<tr>
<th>Qty</th>
<th>Product Code</th>
<th>Product or Service</th>
<th>Initial Term Period #1 Effective Dates</th>
<th>Initial Term Period #1 (USD)</th>
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<td>MER MEDIA BUY</td>
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<td></td>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$307,000.00</strong></td>
</tr>
</tbody>
</table>

### B. Terms

1. The Initial Term of this Order Form shall be as specified in the Product and Services Pricing Summary above.
2. Upon conclusion of the Initial Term, this Order Form shall terminate.
3. Effective Date: As indicated in the Products & Pricing Table above.

### C. Payment Terms

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

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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. As an agency of the State of Texas, TAMU is tax exempt.

**D. Special Provisions**

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

2. Blackboard shall provide products and services that operate in accordance with the Americans with Disabilities Act (ADA) and the Web Content Accessibility Guidelines (WCAG) Version 2.0 Level AA.
Sales Approved: Cole Galyon

Initial: [Signature]

Customer: Texas A & M University - College Station

Signature:

Name: ROBERT C. BOUNDS
Title: DIRECTOR, PROCUREMENT SERVICES

Date: 22 May 2019

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

No

Yes - Please complete below

PO Number:

PO Amount:

Attach PO:

Attach Tax Exemption:

Blackboard Inc.

Signature:

Name: Bill Jones
Title: Deputy General Counsel

Date: May 15, 2019
EXHIBIT 1
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 time and materials and/or fixed fee basis. This Statement of Work ("SOW") is dated January 14, 2019 is an attachment to the Blackboard Order Form between Blackboard and Customer which is hereby referenced and incorporated into this SOW and will legally control the delivery of services.

Discovery
It is important for Blackboard and the University to meet to establish a strong foundation of understanding by sharing insights and project background. This step includes a general discovery session including key stakeholders from both the University and Blackboard teams.

Also during this stage, Blackboard will collaborate with University leadership to identify the specific resources, communications, individuals, channels, materials, and data needed to ensure the parties' collective understanding and long-term success.

For Qualify and Transfer services, Blackboard will request a separate, shorter meeting to address specific areas of collaboration, such as technical requirements and integrations.

To facilitate the delivery of the Services, Blackboard will provide a primary account team responsible for the work including an Account Manager, Enrollment Services Manager, and specific subject matter experts in the fields relevant to this scope of work, such as marketing strategy, creative design, CRM, media buying, and copywriting.

Key Activities
- Project kick-off meeting with all involved parties to set objectives and align work streams
- Discovery preparation and meeting agenda
- Discovery meeting (2-4 hours) including key stakeholders
- Follow-up discovery sessions as needed
- On-going Account and Media Management, maximum of 25 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
1.1 Marketing Strategy, Media Plan Development & Launch

Blackboard will develop a comprehensive and mutually agreed upon marketing and media strategy aligned to help the University 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 complete 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, and prospective student audiences
  - Recommend marketing mix for the campaign taking into account market dynamics, budget, program offerings, and target audiences
  - Incorporate recommended branding and messaging techniques via the development of a messaging theme
- Media Plan
• Develop a comprehensive media plan including the programs covered by this scope of work that leverages budget inputs, historical conversion rates (when available), 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
  o Work with media vendors (ex. Google, Facebook) to set-up and secure ongoing media buys
  o Establish the correct accounts and credentials necessary along with payment processes to be handled on behalf of the University
  o Implement the necessary tracking and monitoring required for ongoing management

• Creative Development
  o Design and develop a responsive microsite for the programs and initiatives offered by the University which are relevant to this SOW
  o Develop ad creative to support channels outlined in the finalized media plan

• Creative Testing
  o Develop ad testing plan and related creative for the purposes of campaign optimization

• Tracking Set-up and Testing
  o Assist with technical and systems integrations for proper tracking and visibility for campaign efforts directly related to this SOW
  o Provide visibility into full-funnel performance (pending data availability in University CRM)
  o 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
  o Comprehensive marketing plan aligned to the University's desired enrollment goals
  o Summary of relevant market research findings and analysis
  o Establish reporting metrics, KPIs, and reporting cadence

• Media Plan
  o Budget allocations with identified marketing mix by channel

• Media Set-up and Launch
  o Account set-up and credentials

• Creative Development
  o Responsive microsite built using a maximum of 3 unique page templates or layouts and an estimated 10-12 web pages, up to 350 words per page
  o Search ad copy to support the advertising outlined in the marketing plan
  o Required advertisement creative up to 2 creative design compositions, as well as supporting content and images
  o All creative assets include up to two (2) rounds of client edit and review prior to final approval

• Creative Testing
  o Creative assets to support one round of ad testing per quarter once media has launched, for a total of four (4) rounds of testing
  o Implementation and summary of test results

• Tracking Set-up and Testing

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o Technical support in setting up a functional tracking infrastructure including adding pixels, developing Request for Information forms, and ensuring proper leac flow to University systems such as a CRM or marketing automation tool
o 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 fifteen (15) 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:
  o Key metrics:
    - Clicks
    - Leads
    - Applications started (pending data availability)
    - Applications completed (pending data availability)
    - Admitted students (pending data availability)
    - Registered students (pending data availability)
    - Enrolled students (pending data availability)
  o Media channel performance and optimization techniques
  o Cost per acquisition tracking and monitoring, including:
    - Cost per lead
    - Cost per application (pending data availability)
    - Cost per enrollment (pending data availability)

Work Product:
- Monthly performance reporting, including campaign metrics and optimization recommendations

1.3 Enrollment Services (Qualify and Transfer)
Blackboard Qualify and Transfer Services

Upon the Effective Date (as defined in the Order Form), Blackboard will designate an Enrollment Implementation Manager to whom all communication regarding the SOW will be address. The Blackboard Enrollment Implementation Manager will be responsible to oversee the enrollment implementation process and plan for ongoing outreach and tracking activities assigned to the Blackboard Enrollment Specialist post-implementation.

The purpose of the Qualify and Transfer service is to maximize contact rates on the front-end of the enrollment funnel, to make a positive first impression upon initial contact with an inquiry, and to transfer qualified and interested inquiries to University staff. This service provides a positive experience for new inquiries, enhances enrollment funnel performance, and also helps University staff to spend their time working with qualified and interested students.

Implementation deliverables:
- **Project Plan**
  The Enrollment Implementation Manager will deliver a project plan and implementation timeline. The project plan will include a detailed timeline for deliverables, resources required, stakeholder responsibilities, and critical project milestones.
- **Success Measurement**
  In addition to the application yield lift targets included in this SOW, Blackboard will facilitate a process with TEXAS A&M to identify additional key performance indicators (KPIs) that will be used to measure the effectiveness of the Services. Blackboard and TEXAS A&M will collaborate on the detail and frequency of the KPI reporting. In addition, Blackboard will work with TEXAS A&M to identify what qualitative information would be valuable to capture during Qualify and Transfer sessions and to report back to TEXAS A&M during quarterly performance reviews.
- **Qualify and Transfer Process Map**
Blackboard’s Enrollment Implementation Manager in collaboration with TEXAS A&M Project Lead will facilitate discovery sessions with relevant TEXAS A&M staff members to create the step-by-step process of how a lead will progress and work between the RFI, Blackboard and the University’s CRM’s, and Blackboard’s dialer. The Enrollment Implementation Manager will deliver a process map that will visualize the process, including the key points of system integration, staff members, and decision points throughout this process. The Enrollment Implementation Manager will present the process map to TEXAS A&M staff during a weekly status call to gather feedback and gain alignment. The process map will serve as an important piece of the training process for new associates.

- **Data Transfer and Integration**

As part of the process mapping project, the parties will collaborate to create and execute a plan for the transfer of student or prospective student data from TEXAS A&M to Blackboard and from Blackboard to TEXAS A&M to both provide and review the services to be performed under this SOW. Blackboard will provide a secure FTP site for initial transfer of student and prospective student data. Any information provided to Blackboard will be treated confidentially that will exclusively be used in the delivery of the Services described in this SOW or as otherwise permitted under the Order Form.

- **Content and Knowledge Base**

Blackboard will develop an online knowledge database that will be used to train associates and serve as a reference for associates to use when working with an applicant on the phone. During the implementation process, Blackboard will lead discussions regarding best practices for standardization in colleges processes and provide a set of TEXAS A&M information required to build this knowledge database.

- **Student Consent, Engagement Strategy, and Materials**

Blackboard will collaborate with TEXAS A&M during implementation to develop procedures and materials that will be used in the process of outreach and communications with students. The following will be delivered during the implementation:

1. **Communication Plan** – A predefined communication plan that outlines the sequence and timing of phone calls and emails that will be sent to applicants as they enter Blackboard’s enrollment funnel. The objective with this communication plan is to help maximize the percentage of applicants that engage with Qualify and Transfer, and ultimately enroll. TEXAS A&M will ensure that any applicant contact information provided to Blackboard has consented to be dialed using automated dialing technology, as well as email and text messaging.

2. **Email Template and Content** – One digital, branded email template will be created and stored in the TEXAS A&M’s Customer Relationship Management (CRM) for use by the enrollment associates and managers. Blackboard graphic designers and copywriters will provide up to five promotional emails that will be used to build awareness of TEXAS A&M’s program(s) and the Services.

Prospective students will “opt-in” to all communications from Blackboard via email or through appropriate language on TEXAS A&M’s information request forms, both digital and physical. For tracking and recording purposes, telephone numbers are included and provided by TEXAS A&M representing to Blackboard that these individuals have opted in or otherwise consented to receiving email, phone call, or text communications as contemplated in the Services and have requested information pertaining to programs and admission. Any individuals with whom Blackboard attempts to communicate with by email but not telephone number(s) will be invited to “opt-in” to participate in to the Services via the Student Outreach Plan. All content will be developed according to the brand standards as described in writing by TEXAS A&M, including email addresses, phone area codes, and visual branding elements of TEXAS A&M logo and colors. TEXAS A&M will participate in the content development process by providing pre-developed content, Blackboard requested information, and required brand elements. Additionally, TEXAS A&M will be available to review, edit, and approve all content in a timely manner during the implementation phase.

The following services and work streams are included in the Services and will be deployed on behalf of TEXAS A&M to support its enrollment goals.

- **Enrollment Management and Candidate Recruitment** – Blackboard will provide a staff of qualified enrollment associates to deliver Qualify and Transfer by telephone, email, and other methods as appropriate. Enrollment associates will make reasonable efforts to build rapport with applicants and to solidify their interest in TEXAS A&M. Associates will promote attendance to virtual and/or onsite events conducted by TEXAS A&M. Additionally, enrollment associates will conduct appropriate follow-up activities and appointments with applicants in an effort to keep them motivated to enroll, and to prepare them for a successful transition into TEXAS A&M. Blackboard’s enrollment associates will employ a variety of communication channels, including but not limited to one-on-one phone meetings and email. Blackboard
will assign an appropriate number of managers, trainers, quality assurance personnel, and technology support resources to adequately support the associates as they provide services

- **Data and Technology** — Blackboard will utilize a CRM software that will serve as a database for the tracking and communication with candidates provided by TEXAS A&M. The CRM software will be used to capture/update candidate information, track and monitor progress, execute relationship management strategies, and create reports detailing these activities.

- **Training and Quality Assurance** — All Blackboard enrollment associates who represent TEXAS A&M will receive specialized training on the TEXAS A&M colleges, program attributes, and enrollment process. Blackboard will provide necessary trainers and training content. Training information resources will include, but are not limited to, student engagement materials created by Blackboard and content created and provided by TEXAS A&M. Blackboard enrollment associates will be subject to rigorous quality assurance processes which may include live monitoring, review of recorded calls, analysis of recruiting activities, and pipeline reviews. Additionally, Blackboard associates regularly participate in ongoing training programs related to optimizing Qualify and Transfer quality and performance.

- **Enrollment Specialist and Reporting** — Blackboard will assign an Enrollment Specialist who will serve as a primary point of contact after the implementation of services. The Enrollment Specialist will provide insight and reporting on the enrollment services, provide strategic advice on enrollment strategy, and work directly with the Qualify and Transfer team to deliver the results. The Enrollment Specialist will participate in weekly calls with the TEXAS A&M to review status of the Qualify and Transfer and progress towards goals.

**Estimated Timeline**

Blackboard and University shall work together to quickly establish mutually agreed upon dates for project kick-off and implementation based on the following phases:

- Kick-off meeting (within 1-2 weeks of contract signature)
- General discovery
- Specialized discovery and working groups as required (approx. 1 to 2 hours, virtual meetings as needed)
- Qualify and Transfer implementation and media campaign design & development (Mandatory 3 months)
- Media launch & ongoing management (15 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**

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<tr>
<th>Marketing Services</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Creative &amp; Marketing Plan Development</td>
<td>$35,000</td>
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<tr>
<td>Media Management &amp; Reporting</td>
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<tr>
<td>Paid Media Budget* (15 months)</td>
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<tr>
<td>Creative Testing</td>
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<td><strong>Marketing Total</strong></td>
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<table>
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<th>Qualify and Transfer Services</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Implementation</td>
<td>$25,000</td>
</tr>
<tr>
<td>Qualify and Transfer Service for up to 1,000 leads</td>
<td>$14,000</td>
</tr>
<tr>
<td><strong>Enrollment Total</strong></td>
<td>$39,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$307,000</strong></td>
</tr>
</tbody>
</table>

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 degree programs 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 2019 - BLACKBOARD PROPRIETARY AND CONFIDENTIAL (894581623-294656 / N2019-085989-02 / CSF000273759)

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this SOW may be added for a one-time management cost of $3,000 per degree program or certificate, not including paid media budget. Paid media 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.

Additional qualify and transfer services for leads over 1,000 may be purchased in increments of 500 at $14/lead.

University Responsibilities and Assumptions

Ownership of University Marketing Deliverables.
Creative deliverables that are designed or developed by Blackboard specifically for University pursuant to Marketing Services under this SOW, including marketing and media plans, Qualify and Transfer 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 SOW. University agrees that Blackboard shall have no obligation to host any of the deliverables under the SOW following the termination of SOW.

Opt-in Communications.
Prospective students will "opt-in" to all communications from Blackboard via email or by appropriate language on University's information request forms, both digital and physical. For tracking and recording purposes, telephone numbers are included and provided by the University representing to Blackboard that these individuals have opted in or otherwise consented to receiving email, phone call, or text communications as contemplated in the Services and have requested information pertaining to programs and admission. Any individuals with whom Blackboard attempts to communicate with by email but not telephone number(s) will be invited to "opt-in" to participate in to the Services via the Student Outreach Plan. All content will be developed according to the brand standards as described in writing by University, including email addresses, phone area codes, and visual branding elements of University logo and colors. University will participate in the content development process by providing pre-developed content, Blackboard requested information, and required brand elements. Additionally, University will be available to review, edit, and approve all content in a timely manner during the implementation phase.

University Representations, Obligations, and Indemnity.
University shall provide all contact data for prospective and current students (the "Recipient Data") to perform the Services. University represents and warrants that: (a) University will comply with all laws and contracts in connection with use of Recipient Data, the Product and Service, and with respect to the content and transmission of calls, texts, and other messages ("Messages") sent using the Product and Service, including, without limitation, all federal and state telemarketing-related Laws, rules and regulations, the Telephone Consumer Protection Act (47 U.S.C. § 227) 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"), and where applicable, the legislation commonly referred to as Canada's Anti-Spam Legislation (S.C. 2010, c. 23) ("CASL"); (b) as to each Recipient to be contacted by Blackboard on University's behalf, University has obtained consents that may be required by the Telemarketing Laws, CASL and your privacy policies; (c) University will retain documentary proof of such consents for at least five (5) years from the date the Recipient's contact information is provided by University to Blackboard; (d) University will suppress and will not provide to Blackboard 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 University or Blackboard; (e) University will have in place reasonable safety and emergency response procedures in the event of an emergency (including without limitation, notifying 911 or equivalent; fire, police, emergency medical, and public health, collectively, "First Responder Services") which do not utilize the Product and Service; (f) University will not take actions that will subject Blackboard to any Laws due to the import of Recipient Data; (g) University 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 University; (h) if University purchases data from Blackboard, University will only use such data purchased from Blackboard to contact individuals pursuant to the use of the Product and Service and are prohibited from downloading or making copies of such data purchased from us if such activity would violate a Law or contract; and (i) where University is providing a Recipient count or other data for the purposes of the Product and Service pricing quotations, such information shall be true and correct. University will designate qualified personnel to act as liaisons between University and Blackboard respecting technical, administrative and content matters, and providing accurate and current contact information.

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Blackboard shall have the right to require you to provide a legal compliance plan in connection with University's use of Blackboard's mass notification services and audit your compliance with such plan as well as with subsections (a), (b), (c), (d), and (g) above. Failure to comply with any provision of this Section is a material breach of this Agreement.

Except to the extent prohibited by Law, including Laws providing for the sovereign immunity of government entities, University agrees to indemnify, defend and hold Blackboard harmless from and against all claims, lawsuits, proceedings, causes of action, damages, liabilities, losses, judgments, fines, penalties, costs, and expenses (including attorneys’ fees) to the extent relating to or arising out of University's breach of the foregoing representations and warranties, or in connection with any claim or action from a third party that arises from the sending (or inability to send or receive), content, or effects of any Messages University distributes using, or University's failure to use, the Product and Service. In connection with such indemnity and defense obligations related to a third party claim, lawsuit, etc., (i) Blackboard may participate therein (but not control) through counsel of its own choosing, which participation shall be at our sole expense, and (ii) University shall not settle or permit the settlement of any such third party claim, lawsuit, etc. without our prior written consent, which consent shall not be unreasonably withheld. This Section shall survive any termination of this Agreement.

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 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 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 inCRM 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

- Microsite related:
o Each microsite page to include Request for Information Form (RFI) integrated with University’s CRM systems as possible and offering standard contact fields to prospective students: name, email, phone, program of interest, and up to 3 optional fields

o Includes fully responsive HTML design for each page in the site (maximum 3 unique page templates), including copy for up to 12 web pages (350 words maximum per page), iconography, and photography

o All selected photos must be approved by the University and purchased by University separately at the correct resolution for web display

- **Personal Information Access.** "Personal Information" is information that can identify a specific individual. To the extent necessary to provide University with the Services, University authorizes Blackboard to process, access, and/or collect Personal Information and shall facilitate a reasonable method for Blackboard to obtain such information, for example via secure transfer from and/or authorized access to your student information systems.

- **Personal Information Consents and Authority.** University represents that it has the authority to provide Personal Information to Blackboard for the purpose of performing the Services under this SOW, and that you have provided appropriate disclosures to end users regarding University’s sharing such Personal Information with Blackboard.

- University represents that all contact information provided to Blackboard is in compliance with University’s privacy policy and applicable law. University represents that it has the authority to provide such contact information and that any email address provided have not previously opted out of receiving such communications. University also represents that any email messaging sent through the ESP will include the ability for the recipient to opt out or unsubscribe from future communications.