



Blackboard

This Blackboard Order Form ("Order Form") by and between Blackboard (as defined below) and San Mateo County Community College District ("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 attached herein and effectively dated upon execution of this Order Form 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

Product Description	Product ID	Qty.	Units	Initial Term Fee
FUNDS DISBURSEMENTS	PAY-SVCFEE	1	EA	\$ 2500
BBPAY ACH DISBURSEMENT FEE	PAY-ACH	1	EA	\$ 0.30

B. Term

1. Initial Term: Unless otherwise specified in the Product or Service Description above, the Initial Term shall be five (5) years following the Effective Date. *or in the Section D. Special Provisions,*
2. After the Initial Term, Customer shall have the option to renew the Order Form for successive one (1)-year periods (each, a "Renewal Term") provided that upon receipt of a renewal notice from Blackboard, Customer remits a signed purchase order and remits the License Fee within thirty (30) days of receipt of an invoice from Blackboard. Either Party may provide notice of its desire not to renew more than thirty (30) days prior to the end of the Initial Term or then-current Renewal Term, as applicable.
3. Effective Date: Upon execution of this Order Form.

C. Payment Terms

1. All initial and subsequent payments shall be due Net 30. Unless otherwise specified, all dollars (\$) are United States currency.
2. Customer shall be invoiced for amounts due in respect of the first year of the Initial Term upon execution of this Order Form.
3. 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. All terms and conditions of the Blackboard Prepaid Campus Card Services Schedule are attached herein and effectively dated upon execution of this Order Form and incorporated by this reference.
2. Electronic ACH disbursement fee: Thirty cents (\$0.30) per ACH to a student-designated domestic bank account. Fees will be calculated on a monthly basis and payable at least twice a year.
3. Blackboard Transact is transitioning the BlackboardPay payment network from Discover to MasterCard. Therefore, in the Blackboard Prepaid Campus Card Services Schedule all references to "Discover" shall hereby be replaced with "MasterCard", this includes Section 1.13 of the Schedule and any references in Exhibit I and Exhibit II.
4. The parties agree that after the completion of Year 1 of the Initial Term, either party may terminate this Order Form provided that written notice is given to the other party ninety (90) days before desired termination date.

Customer: San Mateo County Community College District

S. Harrison

Signature

SUSAN HARRISON

Name (printed)

DIRECTOR, General Services

Title (printed)

3/30/15

Date

Blackboard ("Blackboard")

Tess Frazier

Signature

TESS FRAZIER

Name (printed)

VICE PRESIDENT

Title (printed)

3/30/15

Date

BLACKBOARD MASTER AGREEMENT

1. SCOPE OF AGREEMENT.

1.1 **Order Forms.** This Blackboard master agreement ("**Master Agreement**") between Customer and Blackboard describes the general terms by which Customer may license or purchase, as applicable, an Offering (as defined below) from Blackboard. This Master Agreement, together with the Order Form(s) and Schedule(s) referencing it, form the entire agreement between the Parties in respect of the specified Offering. Customer acknowledges that it only has right to use and/or receive the Offering to the extent provided pursuant to one or more applicable Order Forms.

1.2 **Order of Precedence.** In the event a conflict arises between this Master Agreement and the provisions of any Order Form or Schedule, this Master Agreement will govern unless the relevant Order Form or Schedule expressly provides otherwise. No term or provision set forth or cross-referenced in any purchase order or payment documentation will be construed to amend, add to, or supersede any provision of this Agreement.

2. DEFINITIONS.

2.1 **"Agreement"** means this Master Agreement, the Order Form(s), Schedule(s) and other exhibits to such Order Form(s) or Schedule(s), as amended from time to time.

2.2 **"Authorized End User"** means an individual authorized by the Customer to use or otherwise access an Offering from time to time in the manner set forth in this Agreement.

2.3 **"Available Date"** means, with respect to any particular Offering, the date upon which the Offering is made available to Customer pursuant to the terms of the relevant Order Form, regardless of whether Customer utilizes the Offering.

2.4 **"Blackboard"** means the definition set forth in the relevant Order Form.

2.5 **"Blackboard Property"** means all materials, including, but not limited to any computer software (in object code, source code form or as a hosted solution, and including, without limitation, all interfaces), script, programming code, data, database schema, web use statistics, information or HTML, script, design elements, formulas, documentation, templates, formatting, CGIs, Javascripts, PL/SQL coding, other applications, content, software or other technology made, conceived, developed or provided by Blackboard or its suppliers and any trade secrets, know-how, methodologies and processes related to Blackboard's products or services, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights therein and any Derivative Works thereof.

2.6 **"Confidential Information"** means any non-public information disclosed by either Party to the other that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential. Without limiting the generality of the foregoing, Confidential Information will be deemed to include, without limitation, information about a Party's business, operations, vendors or customers. Blackboard's Confidential Information will be deemed to include all Blackboard Property; Customer's Confidential Information will be deemed to include all Customer Property.

2.7 **"Customer"** means the customer identified on the relevant Order Form.

2.8 **"Customer Content"** means any data, information, graphics or other media files or other content provided by Customer or any end user through use of an Offering.

2.9 **"Customer Property"** means all graphic user interface, text, images, music, designs, products, computer programs, drawings, content, end user information, documentation, notes, development aids, technical documentation, information and other materials provided by Customer to Blackboard for use in connection with the Offering, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights therein. Customer Property includes any third party software provided by, or made available at the request of, Customer for use in connection with any Offering.

2.10 **"Derivative Works"** shall mean a work based upon one or more preexisting works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgement, condensation, or any other form in which the preexisting work may be recast, transformed, or adapted. A work consisting of editorial revisions, annotations, elaborations, or other modifications which, as a whole, represent an original work of authorship, is a "derivative work". The term Derivative Works shall not include and Blackboard shall not obtain any rights with respect to any Confidential Information of the Customer or any Customer-developed content or other Customer materials that are used in conjunction with the Blackboard Materials but that are not based upon or derived from the Blackboard Materials or any portion thereof.

2.11 **"Documentation"** means, with respect to any particular Offering, any applicable standard end user specifications and/or operating instructions provided by Blackboard for such Offering, which may be amended from time to time. Documentation does not include any sales or marketing materials.

2.12 **"Effective Date"** means the effective date set forth in the relevant Order Form.

2.13 **"Equipment"** means any hardware and/or firmware provided by Blackboard to Customer.

2.14 **"Offering"** means Software, Services, Professional Services or Equipment, as applicable.

2.15 **"Order Form"** a document executed by both parties which lists items to be purchased and/or licensed by Customer as well as other information related to such items, each of which is incorporated into this Agreement.

2.16 **"Party"** means either Blackboard or Customer.

2.17 **"Professional Services"** means any professional services provided by Blackboard to Customer.

2.18 **"SaaS Service"** means software provided by Blackboard as a Blackboard-hosted solution.

2.19 **"Services"** means any services provided by Blackboard to Customer, including, without limitation, any SaaS Service.

2.20 **"Software"** means the object code version of software provided by Blackboard to Customer.

2.21 **"Test Copy"** means a copy of the Software which may be used only for purposes of testing the Software in Customer's environment, and not for production purposes.

3. PROPRIETARY RIGHTS

3.1 **Ownership of Customer Property.** As between Customer and Blackboard, Customer Property is and shall remain the sole and exclusive property of Customer.

3.2 **Ownership of Blackboard Property.** As between Customer and Blackboard, Blackboard Property is and shall remain the sole and exclusive property of Blackboard or its licensors or suppliers.

3.3 **Vesting of Rights.** To the extent, if any, that ownership of any of the Blackboard Property does not reside or automatically vest in Blackboard, Customer hereby transfers and assigns to Blackboard all rights, title interest and goodwill which Customer may have in and to Blackboard Property. Without prejudice to the generality of the foregoing, in the event that ownership of any Blackboard Property vests in Customer for any reason, Customer agrees to execute all such instruments and do all such things as Blackboard may require of it to transfer or assign such ownership to Blackboard.

3.4 **Non-exclusivity.** Customer acknowledges that it has no rights of exclusivity as to any of the Offerings to be provided by Blackboard, and that Blackboard shall have the right to provide to third parties with software, services and equipment which are the same or similar to those provided to Customer, and to use or otherwise exploit any Blackboard Property in providing such services.

3.5 **Blackboard Use of Customer Property.** During the term of this Agreement, Customer grants to Blackboard, solely to perform its obligations hereunder, a non-exclusive, royalty-free license (a) to modify, arrange, combine, copy, store, transmit, distribute, and otherwise use the Customer Property and each element thereof generally and in combination with other elements of the Customer Property and the Blackboard Property, and (b) to make archive or backup copies and other copies of the Customer Property. Customer hereby grants to Blackboard an unrestricted, irrevocable (subject to a material breach), non-exclusive, perpetual, worldwide license to use the Customer Property during the Term, for the sole purpose of performing its obligations hereunder.

3.6 **General Usage Restrictions.** Customer agrees not to use any Offering for purposes beyond the scope of this Agreement. Without limiting the foregoing, Customer shall not: (a) modify the Offering or create any derivative product of the Software or SaaS Service, except with the prior written consent of Blackboard, provided that the foregoing shall not be construed to prohibit Customer from configuring the Software or SaaS Service to the extent permitted by the

solution's standard user interface, (b) sublicense, assign, sell, lease or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under the Agreement other than as expressly provided for herein, or (c) use the Offering to provide services to third parties other than Authorized End Users in the nature of a service bureau, time sharing arrangement or as an application service provider, as such terms are ordinarily understood within the software industry or for any other reason. Customer will not obscure, remove or alter any of the trademarks, trade names, logos, patent, trademark, or copyright notices or markings to the Software or SaaS Service, nor will Customer add any other notices or markings to the Software or SaaS Service or any portion thereof except as permitted by the solution's standard user interface. Customer shall not use the Software or SaaS Service in violation of Blackboard's obligations to any third party incurred prior to the Effective Date, provided that Blackboard has notified Customer of such obligation. Further, in the event that Customer exceeds its license limitations, as set forth in an applicable Schedule or Order Form, additional fees may apply, and Customer shall, on an annual basis, provide Blackboard with documentation as reasonably required by Blackboard to verify its compliance with such license limitations.

3.7 Customer Property. Customer represents and warrants that: (a) Customer owns or has sufficient rights in and to the Customer Property, including, without limitation, personal, educational, and financial information contained within the Customer Property, in order for Customer and its Authorized End Users to use, and permit use of, the Offering(s), and (b) the Customer Property 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 Customer Property 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 does not operate or control the information, services, opinions or other content of the Internet that may be incorporated in, operated with or otherwise displayed by the Offerings. Blackboard reserves the right to remove from any Offering any Customer Property that Blackboard determines, in its sole discretion, may subject Blackboard to liability or may be dangerous, offensive, pornographic, or in violation of applicable law or regulations or the terms of this Agreement. Customer agrees that it shall make no claim whatsoever against Blackboard relating to the Customer Property (or Blackboard's removal thereof pursuant to the preceding sentence) or content of the Internet or respecting any information, product, service or software ordered through or provided via the Internet.

4. REPRESENTATIONS.

4.1 By Blackboard. Blackboard represents and warrants that (a) Blackboard and any person executing or otherwise agreeing on Blackboard's behalf to this Agreement (including any Schedule, Order Form or click-through agreement which may be incorporated into this Agreement from time to time) has authority to enter into this Agreement, and (b) during the Term Blackboard will comply with all applicable laws and regulations governing all matters set forth herein.

4.2 By Customer. Customer represents and warrants that (a) Customer and any person executing or otherwise agreeing on Customer's behalf to this Agreement (including any Schedule, Order Form or click-through agreement which may be incorporated into this Agreement from time to time) has authority to enter into this Agreement, (b) during the Term it will comply with all applicable laws and regulations governing all matters set forth herein; (c) during the Term it will comply with the then current Blackboard privacy policies, which Blackboard reserves the right to modify, from time to time, effective five (5) days after such modified policies are posted at the relevant link, such posting to constitute effective notice of changes, which privacy policies are hereby incorporated by reference; (d) during the Term Customer shall refrain from using any Offering in a manner that is libelous, defamatory, obscene, infringing or illegal, or otherwise abusing the Offering or the resources available through the Offering; (e) Customer will take appropriate steps to ensure that it does not share access information (including user identification data and passwords) with third parties except as expressly permitted under this Agreement and (f) during the Term, to the extent that Authorized End Users exercise the rights granted to Customer under this Agreement, Customer shall ensure that such Authorized End Users comply with the obligations applicable to such exercise set forth in this Agreement.

5. TERM; TERMINATION.

5.1 Term. This Agreement shall commence as of the Effective Date and shall continue in effect until the later of: (a) the expiration of the minimum term, as specified on the relevant Order Form, or (b) the expiration or termination of all Order Forms. Each Order Form, and the license(s) associated therewith, shall terminate as set forth in such Order Form.

5.2 Termination for Breach. In the event that either Party materially breaches any obligation, representation or warranty under this Agreement, the non-breaching Party may terminate this Agreement in its entirety, or, at the non-breaching Party's option, it may terminate solely the relevant Order Form pursuant to which such breach has occurred, provided in either case that such breach has not been corrected within thirty (30) days after receipt of a written notice of such breach. Without limiting the foregoing, either Party may terminate this Agreement immediately upon written notice to the other Party in the event the other Party materially breaches the provisions of Section 9 or the license usage restrictions in any Order Form.

5.3 Effect of Termination. Upon termination of this Agreement, all Order Forms shall automatically and immediately terminate, and all licenses granted under this Agreement shall immediately cease. Upon termination, Customer will immediately discontinue all use of materials licensed under this Agreement, and will pay to Blackboard all amounts due and payable hereunder. Also, in the event of any termination prior to the end of any Order Form's term, Customer shall immediately pay Blackboard all fees which are then due or would become due had no termination occurred. Each Party: (a) will immediately cease any use of the other Party's Confidential Information, (b) will delete any of the other Party's Confidential Information from its computer storage or any other media, including, but not limited to, online and off-line libraries; and (iii) will return to the other Party or, at the other Party's option, destroy, all copies of the other Party's Confidential Information then in its possession. Without limiting the foregoing, upon termination of any Order Form (including upon termination of this Agreement in its entirety), the provisions of such Order Form regarding the effect of such Order Form's termination shall also apply.

5.4 Survival. The termination or expiration of the Agreement shall not relieve either Party of any obligation or liability, nor impair the exercise of rights, accrued hereunder prior to such termination. Without limiting the foregoing, the provisions of Sections 1, 2, 5, 7, 9 and 10 of this Master Agreement shall survive the termination of this Agreement for any reason.

6. FEES; EXPENSES.

6.1 Fees; Payments. In consideration for Blackboard's performance under this Agreement, Customer agrees to pay Blackboard all fees required by the Order Forms, as applicable, which fees will be due in accordance with the provisions of the relevant Order Form, but in no event later than thirty (30) days after the date of an invoice from Blackboard. Blackboard expressly reserves the right to change the fees payable under any Order Form with respect to any renewal of such Order Form upon expiration of its then-current term. All fees for any annual term Software license or annual Services shall be due and payable upon the date of execution of the applicable Order Form. Customer will pay all fees in U.S. dollars unless otherwise set forth in the applicable Order Form. Payments shall be sent to the address indicated on the invoice.

6.2 Late Fees. Blackboard may charge interest on any overdue amounts at the lower of: (a) the highest permissible rate, or (b) 18% per annum, charged at 1.5% per month from the date on which such amount fell due until the date of payment, whether before or after judgment. Customer acknowledges that any delay in payment for any Initial Term or Renewal Term may result in termination of the Blackboard license and/or an interruption in service at Blackboard's sole discretion.

6.3 Taxes. The fees hereunder do not include any sales, use, excise, import or export, value-added ("VAT"), goods and services ("GST"), or similar tax or interest, or any costs associated with the collection or withholding thereof, or any government permit fees, license fees or customs or similar fees ("Taxes") levied on the delivery of any Software or Equipment or the performance of Services by Blackboard to Customer. Customer will be responsible for payment of such Taxes at point of sale. If Customer is exempt from any such Taxes, then such Taxes shall not be charged to Customer upon Blackboard's receipt of a copy of documentation acceptable to Blackboard that satisfies the requirements of the relevant tax authority to exempt such fees from such Tax (such as Customer's tax exemption certificate, or VAT Registration Number.) All payments due under this Agreement shall be made without any deduction or withholding, unless such deduction or withholding is required by any applicable law, regulation, or rule then in effect. If Customer is required to deduct or withhold, Customer will promptly notify Blackboard of the requirement, timely pay the required amount to the relevant tax authority, provide Blackboard with an official receipt, certified copy or other documentation acceptable to Blackboard evidencing payment, and pay to Blackboard the amount to which Blackboard is otherwise entitled under this Agreement, less the amount required to be deducted or withheld. In the event, and to the extent, that Blackboard is unable to claim an income tax credit for the full amount deducted or withheld (the "**Unrecouped Withholding**"), Customer shall pay Blackboard, within sixty (60) days following receipt of an invoice from Blackboard, the Unrecouped Withholding.

6.4 Expenses. Except as provided in this Agreement, each party will be responsible for its own expenses incurred in rendering its performance or exercising its rights under this Agreement, including, without limitation, the cost of facilities, work space, computers and computer time, development tools and platforms, utilities management, personnel and supplies. In addition, if Blackboard is required by applicable law, legal process or government action or for a Customer audit to produce information, files, documents or personnel as witnesses with respect to this Agreement or the products or services provided to Customer by Blackboard, Customer shall reimburse Blackboard for any professional time and expenses including reasonable external or internal legal costs incurred to respond to the request, unless Blackboard is a party to the proceeding or the subject of the investigation.

6.5 Purchase Orders. Customer agrees that if its internal procedures require that a purchase order be issued as a prerequisite to payment of any amounts due to Blackboard, it will timely issue such purchase order and inform Blackboard of the number and amount thereof. Customer agrees that the absence of a purchase order, other ordering document or administrative procedure may not be raised as a defense to avoid or impair the performance of any of Customer's obligations under this Agreement, including payment of amounts owed to Blackboard.

7. WARRANTIES, LIMITATIONS OF LIABILITY AND INDEMNIFICATION.

7.1 Disclaimer of Warranty. EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN ANY ORDER FORM OR SCHEDULE: (A) THE OFFERINGS ARE PROVIDED "AS IS" AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, BLACKBOARD AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) NEITHER BLACKBOARD NOR ITS LICENSORS WARRANT THAT THE FUNCTIONS OR INFORMATION CONTAINED IN THE SOFTWARE WILL MEET ANY REQUIREMENTS OR NEEDS CUSTOMER MAY HAVE, OR THAT THE SOFTWARE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION, OR THAT ANY DEFECTS OR ERRORS IN THE SOFTWARE WILL BE CORRECTED, OR THAT THE SOFTWARE IS COMPATIBLE WITH ANY PARTICULAR COMPUTER SYSTEM OR SOFTWARE, AND (C) BLACKBOARD AND ITS LICENSORS MAKE NO GUARANTEE OF ACCESS TO OR OF ACCURACY OF THE CONTENT CONTAINED IN OR ACCESSED THROUGH THE OFFERINGS.

7.2 Limitations of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY OF THE FOLLOWING TYPES OF LOSS OR DAMAGE ARISING IN ANY WAY OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE OFFERINGS, WHETHER OR NOT SUCH PARTY WAS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE: (A) ANY LOSS OF BUSINESS, CONTRACTS, PROFITS, ANTICIPATED SAVINGS, GOODWILL OR REVENUE; (B) ANY LOSS OR CORRUPTION OF DATA OR (C) ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES). EXCEPT FOR THE INDEMNITY SET FORTH IN SECTION 8.1, IN NO EVENT SHALL BLACKBOARD OR ITS LICENSORS' CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM, EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THIS AGREEMENT FOR THE AFFECTED OFFERING DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT, ACT OR OMISSION GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

7.3 Essential Basis. The Parties acknowledge and agree that the disclaimers, exclusions and limitations of liability set forth in this Section 7 form an essential basis of this Agreement, and that, absent any such disclaimers, exclusions or limitations of liability, the terms of this Agreement, including, without limitation, the economic terms, would be substantially different.

7.4. Indemnification.

a. Indemnification by Customer. In addition to any indemnification obligations set forth in an applicable Schedule or Order Form, Customer will indemnify, defend and hold harmless Blackboard, its affiliates and their respective directors, officers, employees, agents, successors and assigns (each a "**Blackboard Indemnatee**") from and against any and all losses, damages or expenses (including, without limitation, reasonable attorneys' fees and costs) arising from any claim, suit or proceeding brought by a third party against a Blackboard Indemnatee arising out of Customer's (i) gross negligence or willful misconduct; or (ii) breach of representation and warranty under the Agreement.

b. Indemnification by Blackboard. In addition to any indemnification obligations set forth in an applicable Schedule or Order Form, Blackboard will indemnify, defend and hold harmless Customer, its affiliates and their respective directors, officers, employees, agents, successors and assigns (each a "**Customer Indemnatee**") from and against any and all losses, damages or expenses (including, without limitation, reasonable attorneys' fees and costs) arising from any claim, suit or proceeding brought by a third party against a Customer Indemnatee arising out of Blackboard's (i) gross negligence or willful misconduct; or (ii) breach of representation and warranty under the Agreement.

c. Inapplicability to Infringement. For the avoidance of doubt, the indemnification obligations set forth in this Section 7.4 shall not apply to infringement, which is addressed under Section 8 hereof.

8. INFRINGEMENT.

8.1 Blackboard Infringement Obligations. If any third party brings a claim against Customer alleging that the Offering infringes a U.S. or European patent or a copyright under applicable law of any jurisdiction in which Customer is using the Offering, Customer must promptly notify Blackboard in writing and make no admission in relation to such alleged infringement. Provided that Customer has promptly fulfilled all of the foregoing obligations and is not in material breach of the Agreement, Blackboard shall at its own expense and option: (a) indemnify, defend, and settle such claim, (b) procure Customer the right to use the Offering, (c) modify or replace the Offering to avoid infringement; or (iv) refund the applicable fee paid for the current term. In the event that Blackboard exercises option (a) above, it shall have the sole and exclusive authority to defend and/or settle any such claim or action, provided that Blackboard will keep Customer informed of, and will consult with any independent legal advisors appointed by Customer at Customer's own expense regarding the progress of such defense.

8.2 Exceptions. Blackboard shall have no liability to Customer under Section 8.1 or otherwise for any claim or action alleging infringement based upon: (a) any use of the Offering in a manner other than as specified by Blackboard, (b) any combination of the Offering with other products, equipment, devices, software, systems or data not manufactured or provided by Blackboard to the extent such claim is directed against such combination, (c) the Customer Content, or the use of the Customer Content, or (d) any modifications or customization of the Offering by any person other than Blackboard or a Blackboard-authorized third party (any of the foregoing, separately and collectively, "**Customer Matters**").

8.3 Customer Infringement Obligations. Customer shall, at its own expense, indemnify and, at Blackboard's option, defend Blackboard and each other Blackboard Indemnatee against any losses, damages or expenses (including, without limitation, reasonable attorneys' fees and costs) arising from any claim, suit or proceeding brought by a third party against a Blackboard Indemnatee arising out of a Customer Matter and shall pay any damages finally awarded or settlement amounts agreed upon to the extent based upon a Customer Matter (any of the foregoing indemnifiable matters, each a "**Blackboard Claim**"), provided that Customer will not settle any Blackboard Claim unless such settlement completely and forever releases each Blackboard Indemnatee with respect thereto or unless Blackboard provides its prior written consent to such settlement. Blackboard agrees (a) to provide Customer with prompt written notice of any Blackboard Claim, and (b) to provide such assistance as Customer may reasonably request, at Customer's expense, in order to settle or defend any such Blackboard Claim.

8.4 Exclusive Remedy. THE FOREGOING PROVISIONS OF THIS SECTION 8 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF EACH PARTY, AND THE EXCLUSIVE REMEDY OF EACH PARTY WITH RESPECT TO CLAIMS BY ANY THIRD PARTY ALLEGING INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT.

9. CONFIDENTIALITY.

9.1 Nondisclosure and Nonuse. Each Party receiving Confidential Information agrees not to use such Confidential Information except for the purposes set forth in this Agreement, and pursuant to such use shall disclose such Confidential Information only to those directors, officers, employees and agents of such Party (a) whose duties justify their need to know such information, and (b) who have been clearly informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Confidential Information. Each Party receiving Confidential Information shall treat such information as strictly confidential, and shall use

the same care to prevent disclosure of such information as such Party uses with respect to its own confidential and proprietary information, provided that in any case it shall not use less than the care a reasonable person would use under similar circumstances. Each Party acknowledges that it has all requisite authority under applicable laws to provide the other Party with access to Confidential Information.

9.2 Notice. The receiving Party will promptly notify the disclosing Party in the event the receiving Party learns of any unauthorized possession, use or disclosure of the Confidential Information and will provide such cooperation as the disclosing Party may reasonably request, at the disclosing Party's expense, in any litigation against any third parties to protect the disclosing Party's rights with respect to the Confidential Information.

9.3 Terms of Agreement. Except as otherwise provided by law, neither Party shall disclose the terms of the Agreement to any third party; provided, however, that either Party may disclose the terms of this Agreement to its professional advisers, or to any potential investor or acquirer of a substantial part of such Party's business (whether by merger, sale of assets, sale of stock or otherwise), provided that such third party is bound by a written agreement or legal duty on terms at least as strict as those set out in this Section 9 to keep such terms confidential.

9.4 Exceptions to Confidential Treatment. Notwithstanding the foregoing, the preceding provisions of this Section 9 will not apply to information that: (a) is publicly available or in the public domain at the time disclosed, (b) is or becomes publicly available or enters the public domain through no fault of the recipient, (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto, (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure, (e) is independently developed by the recipient, or (f) is approved for release or disclosure by the disclosing Party without restriction. Each Party may disclose Confidential Information to the limited extent necessary: (a) to comply with the order of a court of competent jurisdiction or other governmental body having authority over such Party, provided that the Party making the disclosure pursuant to the order will first have given notice to the other Party and made a reasonable effort to obtain a protective order, (b) to comply with applicable law or regulation requiring such disclosure, or (c) to make such court filings as may be required to establish a Party's rights under this Agreement. Notwithstanding anything in this Section to the contrary, and, subject to applicable law, Blackboard shall have the right to share individual Authorized End User Confidential Information to the extent it has received consent for such sharing from such Authorized End User.

9.5 Contact Information. Customer hereby authorizes Blackboard to include and use individual Customer contact information (i.e., primary contact, system administrator, billing contact) in contact lists for emails, mailings, and faxes from Blackboard relating to Blackboard-provided products and services, support, product and service matters, newsletters, user groups and events, and to provide contact information to third parties whose products or services Customer has purchased through Blackboard for the purpose of providing those products and services or support or maintenance for the products and services. Customer acknowledges that it has the right to provide such consent, and Blackboard acknowledges that it will not use or distribute the contact information except as explicitly set forth above.

9.6 Other Rights. Customer hereby grants Blackboard the limited right to collect aggregated usage statistics with respect to the Offerings. Such usage statistics are and shall be aggregated and not identifiable of any individual, including any Authorized End User. To the extent that any Offering contains an Auto Report feature for this purpose, Customer will not disable the Auto Report feature of the Offering, or undertake any action which has the effect of preventing such feature from operating correctly or the effect of modifying the information reported thereby.

10. MISCELLANEOUS MATTERS.

10.1 Severability. Should any term or provision of this Agreement be finally determined by a court of competent jurisdiction to be void, invalid, unenforceable or contrary to law or equity, the offending term or provision shall be construed (a) to have been modified and limited (or if strictly necessary, deleted) only to the extent required to conform to the requirements of law, and (b) to give effect to the intent of the Parties (including, without limitation, with respect to the economic effect of the Agreement), and the remainder of this Agreement (or, as the case may be, the application of such provisions to other circumstances) shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

10.2 Conflict Resolution. This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of the State of California. In the event of any dispute between the parties which arises out or relates to this Agreement, such disputes shall be finally determined by binding arbitration in accordance with the law of the State of California and the rules of the American Arbitration Association ("AAA"). All such disputes shall be determined by three arbitrators selected jointly by the parties, and in the event that the parties cannot agree on one or more arbitrators, such arbitrators shall be selected by AAA. All proceedings and documentation arising out of relating to such arbitration shall be considered Confidential Information hereunder. Each Party irrevocably submits to the exclusive jurisdiction of such arbitration panel. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

10.3 Modification and Waiver. No modification, amendment, supplement, or other change to this Agreement will be effective unless set forth in writing and signed by duly authorized representatives of Blackboard and Customer. No waivers under this Agreement will be effective unless expressly set forth in writing and signed by a duly authorized representative of the Party against whom enforcement thereof is sought. The failure of either Party to insist upon strict performance of any provision of this Agreement, or to exercise any right provided for herein, shall not be deemed to be a waiver of such provision or right with respect to subsequent claims (unless expressly so stated in a valid amendment or waiver), and no waiver of any provision or right shall affect the right of the waiving Party to enforce any other provision or right herein.

10.4 Assignment. No right or obligation of Customer under this Agreement may be assigned, delegated or otherwise transferred, whether by agreement, operation of law or otherwise, without the express prior written consent of Blackboard, and any attempt to assign, delegate or otherwise transfer any of Customer's rights or obligations hereunder, without such consent, shall be void. Subject to the preceding sentence, this Agreement shall bind each Party and its permitted successors and assigns.

10.5 Marketing/PR. Intentionally deleted.

10.6 Remedies. The Parties agree that any breach of confidentiality or proprietary rights would cause irreparable injury for which no adequate remedy at law exists; therefore, the Parties agree that equitable remedies, including without limitation, injunctive relief and specific performance, are appropriate remedies to redress any such breach or threatened breach of this Agreement, in addition to other remedies available to the Parties. All rights and remedies hereunder shall be cumulative, may be exercised singularly or concurrently and shall not be deemed exclusive except as provided in Section 8. If any formal dispute resolution is brought to enforce any obligations hereunder, the prevailing Party shall be entitled to receive its legal fees, costs and other collection expenses, in addition to any other relief it may receive.

10.7 Notices. Any notice or communication permitted or required hereunder shall be in writing and shall be delivered in person or by courier, or mailed by certified or registered mail, postage prepaid, return receipt requested, and, in the case of notices to Blackboard, sent to Blackboard Inc., Attn: General Counsel, 650 Massachusetts Avenue NW, 6th Floor, Washington DC, 20001 or to such other address as shall be given in accordance with this Section 10.6, and, in the case of Customer, to the address on the applicable Order Form, and shall in each case be effective upon receipt. Alternatively, Customer may provide notices to GeneralCounsel@Blackboard.com, provided that Customer provides an email address to Blackboard for notices which Blackboard may send to Customer.

10.8 Force Majeure. Except with regard to payment obligations, neither Party will be responsible for any failure to fulfill its obligations due to causes beyond its 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.

10.9 U.S. Government Users. The following applies to any end user that is a U.S. Government entity: Each of the components that comprise the Software is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software with only those rights set forth herein. Contractor/manufacturer is Blackboard Inc., 650 Massachusetts Avenue NW, 6th Floor, Washington, DC 20001. All rights not specifically granted in this Agreement are reserved by Blackboard.

10.10 Export Control. Customer shall not export or allow the export or re-export the Offering, any components thereof or any Confidential Information of Blackboard without the express, prior, written consent of Blackboard and except in compliance with all export laws and regulations of the U.S. Department of Commerce and all other U.S. agencies and authorities, including without limitation, the Export Administration Regulations of the U.S. Department of Commerce Bureau of Export Administration (as contained in 15 C.F.R. Parts 730-772), and, if applicable, relevant foreign laws and regulations.

10.11 Relationship. Blackboard and Customer are independent contracting parties. This Agreement shall not constitute the Parties as principal and agent, partners, joint venturers, or employer and employee.

10.12. Entire Agreement. This Master Agreement, together with the Order Form(s), Schedule(s) and other Exhibit(s) constitutes the entire, full and complete Agreement between the Parties concerning the subject matter of the Agreement and supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties, and this Agreement prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the Parties relating to its subject matter. Any component of this Agreement, including any Order Form thereto, may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument. Facsimile signatures will be considered original signatures.

BLACKBOARD PREPAID CAMPUS CARD SERVICES SCHEDULE

THIS BLACKBOARD PREPAID CAMPUS CARD SERVICES SCHEDULE ("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 LICENSE BLACKBOARD TRANSACT 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 **"Applicable Law"** means any federal, state or local law (including common law), statute, rule and regulation including any judicial and administrative decisions and interpretations thereof, that have been enacted, adopted, implemented, promulgated, ordered, issued, entered, or deemed applicable by or under the authority of any governmental body having jurisdiction over either Party, Bank, the Program Solutions or the Bank Services or any other program or service provided or contemplated hereunder, including those pertaining to Title IV of the Higher Education Act of 1965 (the "Title IV"), Regulations E, the Bank Secrecy Act, as amended by the Patriot Act, the Office of Foreign Asset Control, the Federal Deposit Insurance Corporation ("FDIC"), state unclaimed property laws, privacy the NACHA rules, and the Network rules.
- 1.2 **"Blackboard Card"** means any closed loop (including but not limited to magnetic stripe or contactless) stored value card currently offered by Blackboard which works with the Blackboard Transact™ platform or other similar platforms offered by third parties, including the closed loop accounts established with respect to each such Blackboard Card.
- 1.3 **"Cardholder"** means a Participating Student that holds either (i) a Companion Card; or (ii) an Integrated Card.
- 1.4 **"Companion Card"** means a Network-branded, single magnetic stripe prepaid debit plastic card that can be used to access a Student Account and may be used by a Participating Student to purchase goods and services, make payments, withdraw funds or reload funds (if applicable to such Program Solution).
- 1.5 **"Company Marks"** means the registered or common law trademarks, trade names, service marks, logos and designs designated by Company for branding in connection with the Program Solutions.
- 1.6 **"Database"** means the computer database operated by Program Manager on which Student Data associated with each Participating Student's participation in any Program Solution is stored and maintained.
- 1.7 **"Enrollment Data"** means the information of each individual student used by Program Manager (on behalf of Bank) to set up such student as a Participating Student on the Database, including, as applicable with respect to Program I and Program II and as set forth on Exhibit A and Exhibit B, respectively, legal name, physical address, social security number (or government issued identification number), date of birth and such other information types required by Program Manager and Bank from time to time with respect to each Program type.
- 1.8 **"Enrollment Kit"** means a kit provided by Program Manager or Bank to Blackboard, to be delivered by Blackboard to Customer, for provision to Participating Students, consisting of any or all of the following, as applicable: (i) a Companion Card; (ii) an Integrated Card; (iii) Money Network Checks; (iv) the Terms and Conditions; and (v) and other applicable Program Solutions information or materials as determined by Program Manager.
- 1.9 **"Integrated Card"** means a Network-branded open loop and closed-loop prepaid debit plastic card, with or without a photographic image of a Participating Student imprinted on such card, that can be used by such Participating Student (i) to access his/her Student Account; (ii) to purchase goods and services, make payments, withdraw funds or reload funds (if applicable to such Program Solution); (iii) as his/her identification and security card for purposes of gaining access to the campus and facilities of the Customer at which such student is enrolled; and (iv) if applicable, to access the closed loop account currently provided and established in connection with the Blackboard Card.
- 1.10 **"Money Network Check"** means the checking product available through the Program Solutions that provides a Participating Student the ability to write a check to a payee, the amount of which is deducted from the Student Account balance.
- 1.11 **"NACHA Rules"** means the operating rules and guidelines of the National Automated Clearing House Association.
- 1.12 **"Network Rules"** means the self-imposed industry rules and compliance standards established by the Networks.
- 1.13 **"Networks"** means any of Mastercard, Allpoint, Pulse, Star and any other automated teller machine, debit or point of sale networks or regional processors in which Bank is a member or participant, the symbols or trademarks of which are imprinted on the back of each of the Companion Card and the Integrated Card from time to time as determined by Program Manager and Bank, in their sole discretion.
- 1.14 **"Participating Student"** means each individual student that is enrolled with Customer that is set-up in a Program Solution with a Student Account.
- 1.15 **"Program I"** means the prepaid card program profile and services description set forth on Exhibit A attached hereto.
- 1.16 **"Program II"** means the prepaid card program profile and services description set forth on Exhibit B attached hereto.
- 1.17 **"Program Manager"** means Money Network Financial, LLC, a Delaware limited liability company or such successor company as may be designated by Blackboard.
- 1.18 **"Program Marks"** means the registered and common law trademarks, trade names, service marks, logos and designs of Bank and Program Manager or its agents and subcontractors, which may be used by Blackboard in connection with the Program Solutions, as identified by Program Manager in writing from time to time.
- 1.19 **"Program Solutions"** means Program I and Program II.
- 1.20 **"Schedule Effective Date"** means the date this Campus Card Schedule is signed on behalf of Blackboard.
- 1.21 **"Student Account"** means an account directly or indirectly established with Bank by Customer on behalf of a Participating Student under each of the Program Solutions to which electronic fund transfers of the Participating Student's federal or state student aid, wages, salaries, ACH transfers, or other monetary benefits, as the case may be, are made and which may be accessed by such Participating Student via the Companion Card, the Integrated Card, Money Network Checks and other methods as described in the Terms and Conditions; provided, however, that the term "Student Account" shall not include the closed loop account established in connection with the Blackboard Card.
- 1.22 **"Student Data"** means any information provided by or relating to a Participating Student, resulting from a transaction using a Student Account, or otherwise obtained in connection with the Program Solutions, including the record of Student Account transactions corresponding to each Participating Student, the Student Account balance and any other related information or data specific to each Participating Student under each of the Program Solutions.
- 1.23 **"Terms and Conditions"** means Bank's terms and conditions for each Participating Student's use of a Student Account, including the Companion Card, Integrated Card, and Money Network Checks, and other required disclosures (including a fee schedule and Bank's privacy policy).

2. BLACKBOARD RESPONSIBILITIES.

- 2.1 **Facilitation.** Blackboard shall act as the contractual point of contact for Customer and facilitate the offering of the Program Solutions by Bank through Program Manager to Customer's students who elect to receive electronic disbursements through the Program Solutions (the "Services").
- 2.2 **Access.** Blackboard shall cause Program Manager to (i) provide designated employees of Customer with access to certain portions of Program Manager's systems via a Web browser over the Internet or other direct connection solely for Customer's own use in connection with supporting the Program Solutions and fulfilling Customer's obligations under this Agreement; and (ii) issue user names and passwords to the employees of Customer, each of which employee shall be designated in writing by Customer, as reasonably required by Customer to support the Program Solutions and fulfill its obligations hereunder, and Customer shall use, and shall cause each receiving employee to use, the user names and passwords provided by Program Manager in accordance with the systems security guidelines, requirements, procedures and policies provided by Program Manager from time to time.
- 2.3 **Implementation Services and Training.** Blackboard will commence the implementation process upon Customer signature. Blackboard will provide eight (8) hours of web training to Customer to assist Customer with setting up the Program Solutions for its end-users. Such training may include the following subjects: interfacing with the Program Manager to transfer data; reporting; marketing; and card issuance. In-person training may be substituted for web training at Customer's request but only during the implementation process. If the Client and Blackboard agree that further training is required after program launch, additional training may be purchased from Blackboard pursuant to a separate statement of work at Blackboard's then-prevailing rates.

3. CUSTOMER RESPONSIBILITIES.

3.1 Set-Up. Customer shall be responsible for: (i) personalizing the Integrated Cards in accordance with the specifications and requirements set forth herein, including developing the closed-loop magnetic stripe in accordance with any specifications provided by Blackboard; (ii) except where Program Manager or Bank send directly to Participating Students, distribute the Money Network Checks, the Companion Card or the Integrated Card to Participating Students; (iii) provide Program Manager with the Enrollment Data and participation requests for the Integrated Cards via the interface to be established and maintained pursuant to Section 3.2.; and (iv) obtaining and storing an indication of the Participating Students' consent to participate in the Program Solutions. Without limiting the foregoing, Customer will ensure that it establishes each Participating Student as a Cardholder in accordance with this Schedule and the Terms and Conditions. Customer represents and warrants that each Participating Student included in the Enrollment Data has affirmatively consented to the enrollment in the Program Solutions and Program Manager and Bank have been provided with all consents and authorizations under and in accordance with Applicable Law for the Participating Student to participate in the Program Solutions. Customer agrees to promptly provide all documentation or records related to the set-up of Cardholders and participation of Cardholders in the Program Solutions to Blackboard, Program Manager and/or Bank upon request and agrees that such information may be provided to any regulatory authority having jurisdiction over Program Manager or Bank.

3.2 Interface. Customer will be responsible for establishing, maintaining and/or accessing (as appropriate) an interface and connectivity with Program Manager's systems in connection with the implementation and operation of the Program Solutions as further described herein, including Exhibit A and Exhibit B. Blackboard shall provide Customer with Program Manager's written specifications for the configuration of the interfaces contemplated herein and shall work with Customer to develop and maintain such interface in accordance with such specifications. Customer will comply with Program Manager's specifications and Program Manager's system security standards and the submission to Program Manager by Company or Participating Students of certain information required for purposes of enrollment, card activation and funding, which may include with respect to Participating Students the following: (i) name; (ii) date of birth; (iii) mailing address; (iv) student identification number; (v) email address; (vi) permanent and mobile phone number.

3.3 Materials Required under Applicable Law. Prior to the set up of any Participating Student to participate in the Program Solutions, Customer will provide each Participating Student: (i) with a copy of the Enrollment Kit; and (ii) any and all notices required under Applicable Laws. Customer will provide Cardholders with any other information and materials regarding the Program Solutions provided by Bank or Program Manager from time to time that is necessary for Bank or Program Manager to comply with Applicable Law.

3.4 Customer Compliance. Customer acknowledges and agrees that:

- (a) Customer shall not use the Program Marks or names, trademarks, service marks or other identifiers of Program Manager or any of its affiliates or Partners (including Mastercard) in connection with such marketing and publicity efforts other than with respect to the Program Solutions or Money Network Check;
- (b) the Program Solutions as offered by Customer shall not be the sole and exclusive manner for receipt by its students of federal and state student aid, but rather, Customer shall offer at least one alternative delivery method for those students that do not wish to receive federal or state aid via Program Solutions;
- (c) Customer shall follow any specific procedures required by Program Manager from time to time, including the terms contained in this Campus Card Schedule;
- (d) Customer shall not charge Participating Students fees for participation in the Program Solutions; Notwithstanding the foregoing, Customer may charge Participating Students for replacement cards; and
- (e) Customer shall not make any representation, warranty or covenant to any Participating Student regarding the Program Solutions or any other products or services of Program Manager or any of its affiliates which are inconsistent with the Program Solutions or the terms of this Campus Card Schedule.
- (f) Customer will comply with Applicable Law.

3.5 Reimbursement of Customization Costs. In the event of any customization requests from Customer with respect to any Program Solution, Blackboard and Customer will complete a statement of work ("SOW") and Customer will pay to Blackboard all fees associated therewith.

3.6 Data File and Funding Instructions. Customer shall submit data files and fund the requisite accounts with good and immediately available funds in accordance with the provisions and timeframes on Exhibit A or Exhibit B hereto, as applicable. Customer acknowledges and agrees that all data submitted to Program Manager hereunder shall be current, accurate and complete. Customer shall be solely responsible for, any errors in such data files or funding.

3.7 Identity Verification. Prior to set-up of any Participating Student on the Database and distribution of a Companion Card or Integrated Card to such Participating Student, Customer will: (i) inspect identification documents that meet the requirements of Applicable Law and the Program Solutions to verify such Participating Student's identity ("Identity Verification Documents"); and (ii) obtain from and, applicable, provide to such Participating Student any and all information required by Applicable Law. Customer agrees that Bank or Program Manager (directly or through a subcontractor) may request and obtain identity information and legal documentation directly from the Participating Student to verify the identity of any Participating Student set up on the Database or participating in the Program Solutions. Customer also covenants to Blackboard, Program Manager and Bank that, with respect to each Cardholder, that it will make and preserve (during the period required by law or requested by Program Manager or Bank) either of the following: (1) at least one (1) copy of all Identity Verification Documents; or (2) a description of the Identity Verification Documents that were relied on by the Customer noting the type of document, any identification number contained in the document, the place of issuance (e.g., state or country) and, if any, the date of issuance and expiration date. Customer agrees to retain such documentation during the time that such Participating Student is a Cardholder until the earlier of (i) five years from termination of enrollment of such Participating Student or (ii) five years from termination of such Participating Student's card account.

3.8 Documentation and Confidentiality. Subject to Applicable Law, Customer will provide Program Manager and Bank with all information and documents related to the Program Solutions in its control or possession requested by or on behalf of Program Manager or Bank that are necessary or proper in the reasonable discretion of Program Manager or Bank for Program Manager or Bank to comply with Applicable Law.

3.9 Audit. Customer agrees that upon prior notice from Blackboard, Program Manager or Bank, Blackboard, Program Manager or Bank and any regulatory authorities which have jurisdiction over Blackboard, Program Manager or Bank shall have the right to audit and inspect Customer's books and records related to the Program Solutions and Customer's performance of its obligations with respect thereto, including the following: (i) Customer's records pertaining to the set-up of Participating Students and participation of Cardholders in the Program Solutions; and (ii) the Identity Verification Documents.

3.10 Personal Information. Customer will treat all Cardholder information, including Student Data, whether provided or made available to it by Blackboard, Program Manager or Bank (or their respective agents and subcontractors) as Confidential Information.

3.11 Card Security. Customer will be responsible for the safekeeping of the inventory of Integrated Cards and Companion Cards received by Customer and for any theft or misappropriation of any such Integrated Cards and Companion Cards prior to a valid and authorized issuance and distribution of such Integrated Cards and Companion Cards to a Participating Student.

3.12 Loss Protection and Security. To the extent Customer receives Enrollment Kits hereunder, Customer will be responsible for the safekeeping such Enrollment Kits and Money Network Checks of Customer, as the case may be, and shall be liable for any loss, theft (including identity theft), destruction, fraudulent use, misuse or misappropriation of undistributed or distributed Companion Cards, Integrated Cards and Money Network Checks, as applicable, including any personal identification numbers received by or held by Customer prior to a valid and authorized issuance and distribution of such Companion Cards, Integrated Cards and Money Network Checks to a Participating Student.

3.13 Compliance with Law. As between Customer and Blackboard, Program Manager or Bank, Customer shall be solely responsible for: compliance with all Applicable Laws governing, applicable to or otherwise affecting Customer.

3.14 Company Marks. Company grants to Blackboard, Program Manager, Bank and any third party service provider designated by Program Manager a limited, non-exclusive, royalty-free, non-assignable, nontransferable right and license, in the Designated Jurisdictions, to use the Company Marks as Company expressly authorizes, solely in connection with the Program Solutions and in the form and manner (including appropriate legends) prescribed by Company from time to time and subject to, if applicable, any Company sublicense to use or sublicense Company Marks.

3.15 Marketing Efforts. Blackboard will create a customized electronic marketing toolkit for the Customer. The toolkit may include ready-to-print templates for posters, flyers and ATM signs, including templates for electronic communications such as email. Blackboard will produce a mutually-agreed upon quantity of posters and two ATM signs per ATM deployed on-campus. Customer shall produce and distribute all other marketing materials. Program Materials (i.e. the Welcome Kit) will also be provided by Blackboard at no cost. Further design and production services are available upon request for an additional fee.

3.16 Automatic Teller Machines ("ATMs"). If requested by Customer or required by Applicable Law, Blackboard will cause the Program Manager to deploy one ATM machine on Customer's campus free of charge. Additional ATMs may be available for purchase from the Program Manager. Customer hereby grants to Blackboard (and Program Manager as applicable) a license to install, operate, and maintain each such ATM. The exact placement of the each such ATM, if not agreed upon prior to execution hereof, shall be reasonably designated by Customer so long as it is reasonably acceptable to Blackboard. Customer shall use its reasonable efforts to locate the ATM in a

visible and easily accessible area. Customer represents that each such ATM shall be on property properly owned or leased by Customer, and no rent or other fees shall be payable by Blackboard or Program Manager in connection with the placement of any ATM.

3.17 Program Oversight and Objectives. Customer will identify a project lead to provide subject matter expertise, leadership and coordination of all customer required activities. Ongoing participation from the Finance, Bursar and Information Technology offices (or their respective equivalents) during the implementation process is paramount. Customer agrees to identify a sole primary point of contact in the Finance or Bursar office (or their respective equivalents) after the implementation of the program.

3.18 Customer-issued Checks. In the event that a student selects to receive their funds via paper check, Program Manager will make reports available for Customer to segment and issue checks to these students.

4 TERMINATION.

4.1 Termination.

- (a) Blackboard may terminate this Campus Card Schedule immediately upon notice to Customer if (i) Customer materially breaches this Campus Card Schedule or violates the intellectual property rights of Blackboard, Program Manager or Bank; or (ii) Blackboard's agreement with the Program Manager or one or more of the Networks are terminated. No refunds shall be given to Customer if this Schedule is terminated pursuant to section 4.1(i) above.
- (b) If Program Manager or Bank believes, in its reasonable discretion, that Customer is not complying with its obligations under this Campus Card Schedule or any Customer's actions or inactions may result in noncompliance by Program Manager or Bank with any Applicable Laws, then Blackboard shall provide notice to Customer and if such issues cannot be resolved with Customer in a manner reasonably acceptable to Program Manager or Bank, then Blackboard, Program Manager or Bank may immediately terminate Customer. Notwithstanding the foregoing or anything to the contrary elsewhere in this Campus Card Schedule, in the event Blackboard, Program Manager or Bank reasonably believes that continued performance with respect to Customer will result in Blackboard, Program Manager or Bank being in violation of any Applicable Law or the victim of fraud, then Blackboard, Program Manager and Bank shall have the right to suspend performance with respect to Customer until the issue is resolved by Program Manager, Bank, Blackboard and Customer to the reasonable satisfaction of Blackboard, Bank and Program Manager.
- (c) Termination of this Schedule shall not impact previously distributed Integrated or Companion Cards.

4.2 Survival. The following sections shall survive the expiration or termination of this Campus Card Schedule:

Section 3.8 (Documentation and Confidentiality),

Section 3.10 (Personal Information),

Section 4.2 (Survival) and Section 5.2 (Additional Terms).

5 THIRD PARTY BENEFICIARY; ADDITIONAL LIABILITY PROVISIONS.

5.1 Third Party Beneficiary. Program Manager and Bank shall be third party beneficiaries of this Campus Card Schedule for enforcement purposes only. For the avoidance of doubt, Program Manager and Bank shall not be third party beneficiaries of the Blackboard Master Terms except as expressly set forth in Section 6.2 hereto.

5.2 Additional Terms. Program Manager, Bank and their respective affiliates, officers, directors, employees, agents or subcontractors are expressly intended to benefit from Sections 7.1, 7.2, and 8.3 of the Blackboard Master Terms. Customer agrees that its sole remedy for claims of any type or nature with respect to this Campus Card Schedule and the Program Solutions provided hereunder shall be against Blackboard and not against any of its agents or subcontractors, Program Manager or Bank

6. ADDITIONAL FINANCIAL MATTERS.

No fees will be charged by Blackboard for disbursements unto Integrated or Companion prepaid cards.

Notwithstanding the foregoing, in the event that Customer fails to fund prepaid cards in Program I or Program II within one (1) year of the Effective Date of this Schedule with student financial aid funds, Customer will pay a set-up fee to Blackboard in the amount of ten thousand dollars (\$10,000), which fee will be payable within fifteen (15) days of such one year anniversary.

In the event that Customer cancels, stops making available, or fails to fund prepaid cards in Program I or Program II after program launch, Customer will pay \$2,500 per semester (Fall, Spring and Summer) where Customer doesn't utilize the solution. Such fee will be payable within 60 days from the first day of class of the semester when funding didn't occur. After two consecutive semesters of failing to fund the prepaid cards, Customer shall collect and return all unused Integrated Cards and Enrollment Kits provided by Blackboard or Program Manager at Customer's expense within thirty (30) days from receiving written notice from Blackboard.

EXHIBIT A – Program I – RELOADABLE ACCOUNTS

General Product Description

The Money Network Institutional Disbursement Solution enables students to receive, access and manage funds (such funds are referred to herein as “Institutional Funds Disbursements” or “IFD”) on a Mastercard branded prepaid debit card or via ACH to a student-designated domestic bank account. Customer will direct eligible students to an enrollment portal hosted by the Money Network where students will choose their payment option. If student selects the Mastercard branded prepaid debit card, each student is assigned an individual Money Network Account (FDIC insured) that includes:

- Money Network Mastercard Prepaid Debit Card. The card can be used wherever Mastercard debit cards are accepted. This includes free ATM withdrawals at participating locations.
- Money Network Checks. Students can self-issue and cash checks to access their funds. Check cashing is free at participating locations.

If student selects an ACH to their personal bank account, Money Network will collect and store the student’s account and routing information.

Except as otherwise described below, Program I and Program II have similar product features and functionalities. The features listed below, including associated terms and requirements, may be further described in other documentation or material provided to Company by Program Manager (and where terms or requirements of specific features are more fully described in other parts of this Agreement or any schedule, exhibit or attachment thereto, such features shall be governed by such other provision of this Agreement notwithstanding such features being listed below).

Program I Description.

1. General. Program I is a reloadable IFD funds and general funds disbursement application that permits a student to access, manage and use IFD funds loaded on a prepaid card by Customer that can also be reloaded with funds from external sources, including employment wages.

2. Identification Requirements. All personal information (including social security number) required by Program Manager or the issuing bank must be submitted, received and verified by Program Manager before a student is enrolled in Program I. Upon successful completion of Program Manager’s verification process of a student’s personal information, the student will be enrolled in Program I, and the card issued to such student will contain all of the features and functionalities, including reload and funds transfer transactions, offered by Program Manager and as listed below. In addition to Program Manager’s verification process of students’ personal information, each University is required to collect and retain the social security number of each student who wants to participate in Program I.

Program Features and Functionalities.

- ✓ Enrollment portal with disbursement options
- ✓ Accessible website with transaction history, card balances, funds transfer to other bank
- ✓ IVR and live customer support for offerings above as well as lost/stolen support 24 x 7 (with the exception of scheduled maintenance)
- ✓ One campus accessible surcharge-free ATM machine
- ✓ Money Network Check cashing without surcharge at participating retailers
- ✓ Surcharge free mobile phone text message and email balance notifications
- ✓ Surcharge free (with respect to Program Manager) signature and PIN debit purchases at point-of-sale
- ✓ FDIC insured account

EXHIBIT B -- Program II -- NON-RELOADABLE ACCOUNTS.

General Product Description

The Money Network Institutional Disbursement Solution enables college students to receive access and manage Institutional Funds Disbursements on a Mastercard branded prepaid debit card or via ACH to a student-designated domestic bank account. Customer will direct eligible students to an enrollment portal hosted by the Money Network where students will choose their payment option. If student selects the Mastercard branded prepaid debit card, each student is assigned an individual Money Network Account (FDIC insured) that includes:

- Money Network Mastercard Prepaid Debit Card. The card can be used wherever Mastercard debit cards are accepted. This includes free ATM withdrawals at participating locations.
- Money Network Checks. Students can self-issue and cash checks to access their funds. Check cashing is free at participating locations.

If student selects an ACH to their personal bank account, Money Network will collect and store the student's account and routing information.

Except as otherwise described below, Program I and Program II have similar product features and functionalities. The features listed below, including associated terms and requirements, may be further described in other documentation or material provided to Company by Program Manager (and where terms or requirements of specific features are more fully described in other parts of this Agreement or any schedule, exhibit or attachment thereto, such features shall be governed by such other provision of this Agreement notwithstanding such features being listed below).

Program II Description.

1. **General.** Program II is a non-reloadable (except as described below) funds disbursement application that permits a student to access, manage and use IFD funds loaded by a University on a prepaid card, but the student will be unable to use the card for reload transactions using non-IFD funds.
2. **Reload Limitations.** Program II is limited to IFD funds that are transmitted by a University on behalf of a student to a prepaid card. Program II does not permit a student to fund or reload the card with non-IFD funds, regardless of the source and purpose of such funds. Initial funding and reload transactions are restricted to only IFD funds from a University.
3. **Identification Requirements.** Program Manager's verification is more limited in scope than required under Program I. However, each University is required to obtain and retain for each student who wants to participate in Program II such student's social security number or, if such student does not have a social security number, Alternative ID Document.

Program Features and Functionalities.

- ✓ Enrollment portal with disbursement options
- ✓ Accessible website with transaction history, card balances, funds transfer to other bank
- ✓ IVR and live customer support for offerings above as well as lost/stolen support 24 x 7 (with the exception of scheduled maintenance)
- ✓ One campus accessible surcharge-free ATM machine
- ✓ Money Network Check cashing without surcharge at participating retailers
- ✓ Surcharge free mobile phone text message and email balance notifications
- ✓ Surcharge free (with respect to Program Manager) signature and PIN debit purchases at point-of-sale
- ✓ FDIC insured account