BLACKBOARD CONNECT™ SALES ORDER FORM

This Blackboard Connect Sales Order Form ("Order Form") between Santa Barbara Unified School District, California ("Customer") and Blackboard Connect Inc. ("Blackboard") details the terms of Customer's use of the Blackboard services set forth in Section 1 below, and shall become effective on the date specified in Section 3 below ("Effective Date").

1. **SaaS, Notification & Support Services:** The Customer hereby subscribes to the following Blackboard SaaS, notification and support services:

Product Name	Description	Units	Initial Term Fee (USD): 10/1/12 through 9/30/13
Teleparent Notification	Teleparent Notification	15,495	\$22,467.75
K-12 Service	(i.e., \$1.45 x 15,495 students)		
Teleparent	Annual Support	1	Waived
Notification K-12			
annual Support Fee			
Sales Order Total Annual Fee (including annual Support Fee):			\$22,467.75

Customer understands and agrees that this Order Form limits the use of the SaaS, notification and/or support services by the Customer to the delineated Description and Unit(s) specified above. Additional access to or usage of the software or services is subject to additional purchase.

2. Initial Term (initial license term and any special requirements):

October 1, 2012 through September 30, 2013

- 3. Effective Date (applicable only if different from acceptance date as described in the preamble): October 1, 2012
- 4. Recipient Definition (applicable only to notification services):

K12: parents of enrolled students, administrators, faculty, staff, and board members

5. Customer Billing Contact:

Contact Name:	Barbara Keyani, Communications Coordinator	Contact Phone:	
		City and	
Street Address:	720 Santa Barbara Street	State/Province:	Santa Barbara, CA
Postal Code and		E-Mail	
Country:	93101, USA	Address:	

- 6. **Payment and Term.** In consideration for the use of the SaaS, notification and/or support services (as applicable) during the Initial Term, the Customer will pay to Blackboard the fee(s) set forth above (the "Fee"). The annual total Fee for the Initial Term will be invoiced on execution of the Agreement and is due within 30 days of invoicing. The term of this Agreement shall be renewed automatically for successive periods of one (1) year each (a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable. Each Renewal Term shall incorporate and be governed by Blackboard's then-current pricing, the applicable Fee for which will be due at the beginning of each Renewal Term, and payable within thirty (30) days after the date of an invoice from Blackboard.
- 7. **Terms of Service.** The terms of service at https://secure.blackboard.com/legal/BBCTOS/0112/ ("Terms of Service") are incorporated herein by reference, and together with this Order Form constitute the agreement between the parties ("Agreement"). Capitalized terms not otherwise defined are defined in the Terms of Service. By executing and

returning this Order Form, Customer acknowledges and agrees that its use of the Blackboard Connect services specified herein is subject to, and governed by, all of the terms and conditions of this Agreement including, without limitation, all of the rights, restrictions, indemnities, disclaimers and limitations set forth in the Terms of Service. The individual executing this Order Form on Customer's behalf represents and warrants that he or she has the authority to enter into this Agreement and bind the Customer to all of its terms and conditions as of the date indicated below. Notwithstanding anything to the contrary in any purchase order or any other document provided by Customer, any service provided or license granted 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 Terms of Service incorporated by reference herein. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void.

8. **SPECIAL CONDITIONS (IF ANY)**: Any prior agreements between Customer and Edline LLC, a Blackboard company, are hereby terminated in its entirety and replaced with this Order Form.

Blackboard Connect Inc.

NAME OF CUSTOMER: Santa Barbara Unified School District

Signature

Print Name and Title:

Date:

Address: Blackboard Inc.

650 Massachusetts Ave NW.

6th Floor

Washington, D.C. 20001

Attn: Caryn Pinto

Phone Number: (001) 202-463-4860 ext 2953

Fax Number: (001) 818-450-0425

Signature

Print Name and Title:

Date: Address:

720 Santa Barbara Street Santa Barbara, CA 93101

Contact for Notices: Barbara Keyani

Phone Number: Fax Number: Contact Email:

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