

EDLINE, LLC STANDARD TERMS AND CONDITIONS

For Web Hosting Service & Learning Community Management System Services (Other than Mass Notification Services)

These EDLINE, LLC STANDARD TERMS AND CONDITIONS (“Standard Terms”) apply to all contracted for uses of Edline, LLC services (other than Mass Notification Services) (the “Service”) and are entered into by and between the school or school district purchasing the Service and Edline, LLC (“Edline”) (collectively, the “Parties” and each individually, a “Party”). These Standard Terms together with the agreement, purchase order or order form pursuant to which Edline Service is ordered by Customer (the “Purchasing Document”) constitute the “Contract” between Edline and Customer. Customer wishes to utilize the Service, on behalf of itself and the students, teachers, administrators and schools that are permitted to use the Service under the Contract (collectively, the “Customer”). The Service will be provided to Customer subject to and in accordance with the terms and conditions of the entire Contract and other good and valuable consideration, the receipt of which is hereby acknowledged. Accordingly, the Parties hereby agree as follows:

1. The Edline Service. In consideration for the payment by Customer of all fees set forth in the Purchasing Document, Edline shall provide Customer with the Service(s) specified therein.

a. The Service(s) subject to this Contract may include the Edline web hosting service, which provides Customer with a means to maintain its websites (provided that no content or design services are provided by Edline as part of this Service and all such content must be published and managed by Customer). If purchased by Customer, the Service(s) may also include one or more of the following, in each case as set forth on the applicable Purchasing Document: (i) forms and surveys; (ii) interactive classroom including but not limited to student file lockers, quizzes, homework hand-in and interactive assignments; (iii) GradeQuick Web online gradebook and/or EasyGrade Pro Web online gradebook; (iv) SIS link interface between Edline Services and student information systems and student administrative systems; (v) training; (vi) content migration; (vii) content design; (viii) custom reports; and/or (ix) Quick Start design.

b. Customer acknowledges that Edline services apart from the web hosting service are not eligible for E-Rate funding from the Schools and Libraries Program of the Universal Service Fund administered by the Universal Service Administrative Company under the direction of the Federal Communications Commission. For a complete description of eligible and ineligible web hosting services, please refer to the Eligible Services List found at www.usac.org/sl.

2. Term; Termination.

a. Term. These Standard Terms will be effective during the term set forth in any current Purchasing Document, which may be extended in accordance with such Purchasing Document, and which incorporates these Standard Terms by reference (the “Initial Term”). Thereafter, except as may be set forth in an applicable Purchasing Document, the Agreement will renew automatically upon the expiration of the Initial Term for successive one (1) year periods (each, a “Renewal Term,” and

collectively with the Initial Term, the "Term"), unless either party provides written notice of its desire not to renew at least 30 days prior to the end of the then-current term.

b. Termination with Cause. Either Party may terminate the Contract in the event of a material breach by the other Party, which breach remains uncured for thirty (30) days following written notice to the breaching Party. In the event of a termination by Customer for an uncured material breach, Customer will receive a prorated refund of the fees paid by Customer for the then-current Term as set forth in the most recent Purchasing Document, calculated from the date of termination to the end of the then-applicable Term. The Contract may be terminated immediately by Edline for non-payment, in which case Customer shall not receive any refund of fees.

c. Effect of Termination. In the event of termination or expiration of the Contract, Customer will: (i) immediately discontinue access to and/or use of the Service; (ii) pay to Edline all amounts due and payable under the Contract; (iii) return all documentation and related training materials to Edline within a reasonable time at Customer's cost; (iv) immediately cease any use of the Edline's Confidential Information (as defined below); (v) delete any of Edline's Confidential Information from its computer storage or any other media, including, but not limited to, online and off-line libraries; and (vi) return to Edline or, at Edline's option, destroy, all copies of Edline's Confidential Information then in its possession. Any termination of the Contract will not affect any rights or liabilities of either Party that accrued prior to such termination. Sections 2, 3, 4, 5, 7, 8, and 9, and the last sentence of Section 6, will survive the expiration or termination of the Contract for any reason.

3. Fees; Expenses

a. Fees; Payments. In consideration for Edline's performance under the Contract, Customer agrees to pay Edline all fees required by the Purchasing Document, as applicable, which fees will be due in accordance with the provisions of the Purchasing Document, but in no event later than thirty (30) days after the date of an invoice from Edline. In connection with an extension of the Term pursuant to which Edline will continue providing the Service, Edline expressly reserves the right to change the fees payable under the Purchasing Document for the new Term based on the then current pricing. Calculation of the fees for any subsequent Term will also be based on Edline's calculation of the number of enrolled students in Customer's school or district (as applicable) for each such subsequent Term. Customer will pay all fees in U.S. dollars. Payments shall be sent to the address indicated on the Purchasing Document, as set forth in Section 10 hereof.

b. Late Fees. Edline may charge interest on any overdue amounts at the lower of: (i) the highest permissible rate or (ii) 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.

d. Taxes. The fees under the Contract do not include any sales, use, excise, import or export, value-added 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 levied on the performance of Services by Edline to Customer. Customer will be responsible for payment of such applicable sales, use, excise, import or export, value-added or similar tax or interest at point of sale. All payments due under

this Contract shall be made without any deduction or withholding, unless such deduction or withholding is required by any applicable law of any relevant governmental revenue authority then in effect. If Customer is required to deduct or withhold, Customer will promptly notify Edline of the requirement, pay the required amount to the relevant governmental authority, provide Edline with an official receipt or certified copy or other documentation acceptable to Edline evidencing payment, and pay to Edline, in addition to the payment to which Edline is otherwise entitled under the Contract, such additional amount as is necessary to ensure that the net amount actually received by Edline equals the full amount Edline would have received had no such deduction or withholding been required. If Customer is exempt from any such taxes or fees, then such taxes or fees shall not be charged to Customer upon Edline's receipt of a copy of Customer's tax exemption certificate or number.

e. Expenses. Except as provided in the Contract, each party will be responsible for its own expenses incurred in rendering performance hereunder, 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 Edline 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 the Contract or the products or services provided to Customer by Edline, Customer shall reimburse Edline for any professional time and expenses including reasonable external or internal legal costs incurred to respond to the request, unless Edline is a party to the proceeding or the subject of the investigation.

f. 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 Edline, it will timely issue such purchase order and inform Edline of the number and amount thereof. Customer agrees that the absence of a purchase order, or 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 the Contract, including payment of amounts owed to Edline. Any additional term, condition, requirement or obligation set forth in a purchase order or other ordering document shall not be binding upon Edline absent Edline's express written consent in each instance.

4. Confidentiality.

a. Definition. For purposes of this Section 4, "Confidential Information" of either Party means any non-public information disclosed by such Party to the other Party or related to the operations of the disclosing Party or a third party that has been identified as confidential. Without limiting the generality of the foregoing, Confidential Information includes, without limitation, information about a Party's business, vendors, customers, end users, products, services, employees, finances, costs, expenses, financial or competitive condition, policies, and practices, computer software programs and programming tools, and any other non-public information that does or may have economic value by reason of not being generally known.

b. Nondisclosure and Nonuse. Customer will keep Edline's Confidential Information confidential. Specifically, Customer agrees not to disclose such Confidential Information except to those directors,

officers, employees and agents of Customer (i) whose duties justify their need to know such information and (ii) who have been informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Confidential Information. Customer will not use such Confidential Information except for the purposes set forth in the Contract. Customer shall treat such information as strictly confidential, and shall use the same care to prevent disclosure of such information as Customer 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.

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

d. Exceptions to Confidential Treatment. Notwithstanding the foregoing, the preceding provisions of this Section 4 will not apply to information that: (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) 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 the Contract.

e. Contact Information. Customer hereby authorizes Edline 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 Edline or its affiliates (including Blackboard Inc.) relating to Edline- or Edline-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 Edline 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 Edline acknowledges that it will not use or distribute the contact information except as explicitly set forth above.

f. Other Rights. Customer hereby grants to Edline the limited right to use Customer's name, logo and/or other marks for the sole purpose of listing Customer as a user of the Service in Edline's promotional materials. Edline agrees to discontinue such use within fourteen (14) days of Customer's written request.

5. Privacy Policy and Acceptable Use Policy. Customer agrees to comply with the then-current Privacy Policy and Terms of Use (collectively, the "Policies"), which are fully incorporated herein by reference, to the extent applicable, which Edline reserves the right to modify, from time to time, effective five (5) days after such modified Policies are posted at the relevant link (which can be found at the Edline website located at <http://www.edline.net>), such posting to constitute effective notice of changes. In the event of an express conflict between the terms of these Standard Terms and the terms of the Policies, the terms of these Standard Terms will prevail.

6. Representations and Obligations. Customer represents and warrants that: (i) it will comply with all applicable laws, regulations and contracts in use of the Service; (ii) it will maintain the confidentiality of its password and account information, and agrees to notify Edline in the event of an actual or suspected unauthorized access to its account, or if it loses its account information; and (iii) it will not use the Service in combination with products or services not provided by Edline or in a manner for which the Service was not designed, which would cause the Service to infringe on a third party intellectual property right. Customer agrees to defend, indemnify and hold harmless Edline against any damages, losses, liabilities, settlements, and expenses (including without limitation, costs and reasonable attorneys' fees) in connection with any claim or action that arises from Customer's use of the Service.

7. Limitation of Liability. In no event will Edline, its officers, employees, representatives or licensors be liable to Customer for any indirect, punitive, special, consequential, exemplary, or other similar damages of any kind or nature whatsoever, suffered by Customer or any third party (including without limitation, business interruption, downtime, or any use of, or failure to use the Service, or any loss of business, contracts, profits, anticipated savings, goodwill or revenue, or any loss or corruption of data), arising out of the Contract, the Service, or the transactions contemplated hereby, even if a Party has been advised of the possibilities of such damages or should have foreseen such damages. Edline, its officers and employees will not be liable for any damages or injury with respect to the performance of the Service, including, but not limited to, any failure of performance, error, omission, defect, delay, computer virus, or line failure, interruptions or disruptions in the services contemplated under the Contract caused by or resulting from any act, omission or condition beyond Edline's reasonable control, whether or not foreseeable or identified, including but not limited to, transmission errors, or corruption or security of information carried over telecommunication lines, failure of digital transmission links, hostile network attacks or network congestion, or acts of God, acts of war, governmental regulations, public utilities or telecommunication providers, shortage of equipment, materials or supplies, fire, power failure, earthquakes, severe weather, floods or other natural disaster or Customer's or any third party's applications, hardware, software or communications equipment or facilities, unless same results from the intentional or willful acts of Edline. Under no circumstances will the aggregate liability of Edline to Customer or any third party arising out of or related to the Contract or the provision of the Service, exceed the aggregate fees paid to Edline under the Purchasing Document during the 12 month period immediately prior to the event, act or omission giving rise to such liability, regardless of whether any action or claim is based on warranty, indemnification, contract, tort or otherwise. The existence of multiple claims will not enlarge this limit. The foregoing limitations of liability are intended to apply without regard to whether other provisions of the Contract have been breached or have proven

ineffective. Nothing contained in the foregoing limits or excludes the liability of Edline for liability which cannot be excluded by law. Notwithstanding anything contained herein to the contrary, Customer shall be responsible for all claims and damage resulting from the misuse of the Service by Customer or its users including reimbursement of any expenses incurred by Edline in defending claims arising from such misuse. The Parties acknowledge and agree that the fees, limitations of liability and remedies reflect the allocation of risk between the Parties, and that Sections 7 and 8 are essential elements of the basis of the bargain between the Parties and that in its absence, the economic terms of the Contract would be substantially different. Edline reserves the right to modify or remove any functionality that may be alleged to infringe a third party's intellectual property rights.

8. Limited Warranty. THE SERVICE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS AND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EDLINE EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING TO THE SERVICE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, DATA ACCURACY, SATISFACTORY QUALITY, NON-INFRINGEMENT, SYSTEM INTEGRATION AND/OR QUIET ENJOYMENT. NEITHER EDLINE NOR ITS LICENSORS WARRANT THAT THE FUNCTIONS OR INFORMATION CONTAINED IN THE SERVICE WILL MEET ANY REQUIREMENTS OR NEEDS CUSTOMER MAY HAVE, OR THAT THE SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. EDLINE AND ITS LICENSORS MAKE NO GUARANTEE OF ACCESS TO OR OF ACCURACY OF THE CONTENT CONTAINED IN OR ACCESSED THROUGH THE SERVICE. Except as may be expressly stated in the Contract, in the event of the Service's failure to comply with the Contract, Customer's sole remedy shall be to terminate the Contract. Customer acknowledges and agrees that the Service is not intended, nor designed, for use in high risk activities, or in any situation where failure of the Service could lead to death, personal injury, or damage to property, or where other damage could result if an error occurred and the parties further agree that, to the extent not prohibited by applicable law, Edline shall not be liable for any death, personal injury or damage to property.

9. Miscellaneous. Customer acknowledges and agrees that the Confidential Information and all other materials pertaining to the use of the Service are not purchased or developed with Customer funds. Accordingly, nothing in the Contract grants or transfers to Customer any ownership rights in the foregoing materials or the Service. Each Party may seek any relief, including equitable relief provided under law. Customer is expressly prohibited from reproducing, modifying, duplicating, copying, making derivative works, publicly displaying, or otherwise exploiting, in whole or in part, the member pages of the Edline website without the express written permission of Edline. This Contract will be governed and interpreted in accordance with the governing law of the state of Customer's principal place of business (in the case of an entity) or Customer's primary residence (in the case of an individual). In addition to any other relief awarded, the prevailing party in any action arising out of the Contract shall be entitled to its reasonable attorneys' fees and costs. Failure by either Party to enforce any provision of the Contract will not be deemed a waiver of future enforcement. In the event that any provision of the Contract is finally determined by a court of competent jurisdiction to be invalid or unenforceable under applicable law, the remainder of the Contract will continue in full force and effect, and the Parties will replace the invalid provision with one that, as much as possible, reflects the original intentions of the

Parties and is valid under applicable law. Edline is providing a service to Customer as an independent contractor. No provisions of this Contract are intended or shall be construed to confer upon or give to any person or entity other than Edline or Customer, any rights, remedies or other benefits under or by reason of the Contract. Notices to Customer must be in writing and may be delivered in person or by courier, sent by facsimile, or mailed by certified or registered mail, postage prepaid, return receipt requested to the address specified in the Purchasing Document to the attention of the signatory. Any notices will be effective upon receipt by the Party receiving such notice. Neither Party may assign the Contract without the other Party's prior written consent, provided, that Edline may assign the Contract without Customer's prior consent to (i) a parent, subsidiary or affiliate of Edline or (ii) any entity or successor that acquires all or substantially all of the business, stock, or assets of Edline. Any assignment made in conflict with this provision shall be void subject to the foregoing, and the Contract shall benefit and bind the permitted successors and assigns of the Parties. 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. Edline has no obligation to provide any service to Customer except as is expressly set forth in the Contract or another written agreement between Edline and Customer. These Standard Terms, together with the applicable Purchasing Document, and the Policies express the complete and final understanding of the Parties with respect to the subject matter hereof, and supersede all prior communications between the Parties, whether written or oral with respect to the subject matter hereof. By signing the applicable Purchasing Document, Customer represents and warrants that it has read and understands all applicable parts of these Standard Terms, including the Policies, and that the person who has signed the Purchasing Document for Customer is authorized to execute and deliver the Purchasing Document (which incorporates these Standard Terms and the Policies by reference) on its behalf.

10. Notices. All payments under the Contract shall be sent to the address set forth on the applicable Purchasing Document. Any other notices to Edline must be in writing and may be delivered in person or by courier, sent by facsimile, or mailed postage prepaid, return receipt requested to Edline LLC, c/o Blackboard Inc., Attn: Legal Department, 650 Massachusetts Ave., NW, 6th Floor, Washington, DC 20001.