Blackboard®

Order Form

Quote #: 00012910

650 Massachusetts Ave NW, Washington, DC 20001
Phone: 1-800-424-9299 Fax: 866-891-8612

District/Entity ("CLIENT") Name:	**Client Accounts Payable Information**
San Leandro Unified School District 14735 Juniper Street San Leandro, CA 94579 **Student Enrollment:** B (2,001 - 20,000) **Bb Customer Account No:** 329194	Is a PO Number Required> (Y/N) _____ PO Number: _____ Contact Name: _____ Contact Telephone Number: _____

* Blackboard will provide Client with the licensed software, support and/or services ("Licenses and Services") to the extent identified in Exhibit A of this Master Agreement Order Form ("Order Form" or "Agreement") for the fees set forth in Exhibit A. The Licenses and Services are subject to the specifications and limitations set forth in Exhibit B, as well as the Incorporated Contract Documents (listed below and incorporated by reference). If any term of this Order Form conflicts with any Incorporated Contract Document, then this Order Form shall control. For purposes of clarification, all existing Blackboard Schedules, if any, are hereby appended to the Master Agreement, as referenced below, which shall replace and supersede any existing Master Terms or Master Agreements between the parties.

Term

1. Initial Term: Unless otherwise specified in the Licenses and Services set forth in Exhibit A, the Initial Term shall be 12 months following the Effective Date.
2. Unless otherwise specified in the Licenses and Services set forth in Exhibit A, this Order Form 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 Client provides Blackboard, or Blackboard provides Client, with a written notice to the contrary sixty (60) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. **Effective Date:07/01/2016**

Fees and Payment Terms

1. All initial and subsequent payments shall be due Net 30. Unless otherwise specified, all dollars ($) are United States currency.
2. Client 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.

Incorporated Contract Documents

Standard Terms and Conditions, Terms of Use and Privacy Policy which can be found at http://help.schoolwires.com/welcome.
Centricity Supplement, End-User Requirements, Support Packages and Essential Package which can be found at: http://help.schoolwires.com/centricityinfo
Professional Services Definitions which can be found at http://help.schoolwires.com/professionalservices

Client acknowledges that it has reviewed and accepts each of the above contract documents.

The following Exhibits are attached to this Agreement:
Exhibit A – Fees
Exhibit B – Additional Notes Regarding Licensed Software and Services

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EXHIBIT A

Fees

Product Code	Product Name	QTY	Product or Service Description	Year 1 *07/01/2016-06/30/2017*
SCH-CREATIVE	Creative: MyWay Premium Single Template	1	One-Time Fees	$ 5,000.00
SCH-MOB	Centricity2 Mobile Communications App	1 EL	Annual Fees	$ 3,650.40
SCH-C2E	Centricity2 Essential	14 Sites	Annual Fees	$ 25,902.10
			Total	$ 34,552.50

* While the Subscription Fees for each of the annual or other periods reflected in the table above are stated as fixed Subscription Fees, the fees due for each annual period following the initial period (which is either Year 1 or a partial year period) may be increased by a percentage amount no greater than the applicable increase in the U.S. Department of Labor's Consumer Price Index for all Urban Consumers, U.S. City Average ("CPI-U"). In each instance, the CPI-U will be measured over a twelve (12) month period which ends on the month which is six (6) months immediately prior to the first month of the contract year for which the increase would apply. Blackboard would notify Client of any such increase in the invoice submitted prior to the contract year at issue. For increases that may apply to renewal or other periods following the term of years reflected in the table above, please refer to the applicable provisions of the Standard Terms and Conditions.

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EXHIBIT B

Additional Notes Regarding Licensed Software and Services

Schoolwires Centricity2 Essential	
Support Package	Premium
Hosted By	Schoolwires
FlexSites (also known as Sections)	250 per Site
Storage	4 GB per Site
Bandwidth	10 GB per month per Site

Template Library
Client is granted the right, during the Term, to access and use the web-based library of templates made generally available by Schoolwires as part of the Template Library subscription which is specified in the Master Agreement. Client's rights to use these templates shall be subject to the terms and conditions of the Master Agreement which govern the use of Licensed Software.

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By signing below, each of Blackboard and Client represent that a) this Agreement has received all necessary approvals and that each party is authorized to enter into this contract and b) Client has reviewed and accepted all of the contract documents incorporated into or attached to this Agreement.

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

Blackboard

Tess Frazier
Name of Authorized Blackboard Officer

Vice President – Contracts
Title


Signature

3-16-2016
Date

San Leandro Unified School District

Name of Authorized San Leandro Unified School District Representative

Title

Signature

Date

Blackboard Internal Use Only:

Service Agency:	
Account Manager:	Susan Tompkins

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