



This Blackboard Order Form ("Order Form") by and between Blackboard (as defined below) and Brookdale Community College ("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 dated December 5, 2012 and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary. Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Blackboard to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Software & Services Product and Pricing Summary

Qty	U of M	Product Code	Product or Service Description	One Time Fee
1	EA	PAY-SVC FEE	FUNDS DISBURSEMENTS	\$ 5000

TOTALS: \$ 5000

B. Term

- Initial Term:** Unless otherwise specified in the Product or Service Description above, the Initial Term shall be five (5) years following the Effective Date.
- Unless otherwise specified in the Product or Service Description above, 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 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.**
- Effective Date:** Upon execution of this Order Form.

C. Payment Terms

- All initial and subsequent payments shall be due Net 30. Unless otherwise specified, all dollars (\$) are United States currency.**
- Customer shall be invoiced for amounts due in respect of the first year of the Initial Term upon execution of this Order Form.**
- 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

- The following terms and conditions at <http://agreements.blackboard.com/bbinc/prepaidcampuscardserviceschedule.aspx> shall be incorporated herein.
- Electronic ACH disbursement fee: Fifteen cents (\$0.15) per ACH to a student-designated domestic bank account. Fees will be calculated on a monthly basis and payable at least twice a year.

Customer: Brookdale Community College	
DocuSigned by:	<i>Maureen Lawrence</i>
Signature	48DB1FD2053E4AB...
Maureen Lawrence	
Name (printed)	
VP, Finance and Operations	
Title (printed)	
Date	12/5/2013 2:08 PM PT

Blackboard ("Blackboard")	
DocuSigned by:	<i>Tess Frazier</i>
Signature	37AD513088314C4...
TESS FRAZIER	
Name (printed)	
VICE PRESIDENT	
Title (printed)	
Date	12/5/2013 5:10 PM ET

DS
as
(REP INITIAL)