

Blackboard Connect for Government
GSA PRICING PROPOSAL – (f/k/a Connect-CTY)
Unlimited Use Service Proposal for Village of Oak Brook, IL

Blackboard Connect for Government (f/k/a Connect-CTY) GSA Proposal

A Service of Blackboard, Inc.

GSA Contract #: GS-35F-0554M

DUNS #: 01-613-1430

Tax ID #: 52-2081178

CAGE #: 1QLN4

SIN #: 132-32

Service Summary: The Blackboard Connect for Government (f/k/a Connect-CTY) service allows government leaders to provide notices, direction, and reassurance to reach thousands of constituents in minutes without having to invest in or maintain hardware, software, or additional phone lines. Now, you can reach your entire constituency—quickly and reliably—with voice, text, and email messages. Services include:

- An integrated communications suite, including Community Outreach, Priority Communication, and Interactive Survey
- Voice and text/SMS delivery to multiple communication devices
- Geo-Calling feature lets you target recipients using a map
- 24/7/365 proactive Client Care support
- Unlimited use for a fixed, annual fee
- Initial set-up, training and refresher training sessions included
- Delivery to up to three phones, two email addresses and one SMS phone per contact
- Superior call routing, throttling, and load balancing expertise
- Fully hosted and managed Software as a Service (SaaS) — no maintenance required
- Message delivery tracking with comprehensive reporting

Quote Summary: All products and services quoted are available through Blackboard Inc. GSA Schedule GS-35F-0554M and pursuant to the Terms and Conditions negotiated therein. Please include the following in your purchase order: state the SIN#, Product Description, list price, GSA price, and extended price; reference Blackboard GSA Schedule #GS-35F-0554M; reference and attach this price quote

<i>SIN #</i>	<i>Product Description</i>	<i>Term & Scope</i>	<i>GSA Price</i>	<i>Extended Price</i>
132-32	Blackboard Connect for Government (f/k/a Connect-CTY) Service	Initial Term – 3,250 Addresses Sept. 21, 2009 – Sept. 20, 2012	\$1.91/ address	\$6,207.50 annually¹
Questions? Please call: Blackboard Inc: James Price 202-463-4860 x2791 Blackboard Connect: Colleen Bresnahan 847-223-5225 ext. 13 colleen.bresnahan@blackboardconnect.com		Next Steps		
		1. Issue Purchase Order, Attach Signed Proposal, and return to Sales Rep.		
		2. Import staff data (Blackboard Connect provides resident and business data).		
		3. Implementation of service and orientation for all designated system users.		
		4. Begin sending Outreach, Priority and Interactive Survey communications.		

¹ 3,250 addresses @ \$1.91/address = **\$6,207.50 Total Service Fee annually.**

Blackboard Connect for Government (f/k/a Connect-CTY) is a service of Blackboard Connect Inc., a wholly-owned subsidiary of Blackboard Inc. (NASDAQ:BBBB)

• Proprietary and Confidential • www.blackboardconnect.com • U.S. Patent No. 6,816,878

VILLAGE OF OAK BROOK, IL

Authorized Signatory: 

Name & Title: VILLAGE MANAGER

Execution Date: 9/15/2009

Address: 1200 Oak Brook Rd
Oak Brook, IL 60523

Print Name: DAVID NIEMEYER

Tel: : 630-368-5020

Email:

DNIEMEYER@OAK-BROOK.ORG

BLACKBOARD CONNECT INC.

Authorized Signatory: 

Name & Title: Tess Frazier

Execution Date: 9/15/09

Address: Blackboard Connect Inc.
15301 Ventura Blvd., Building B, Suite 300
Sherman Oaks, CA 91403

Name: Phillip Huff, Controller

Tel: (818) 808-1722 Fax: (818) 450-0425

Email: phillip.huff@blackboardconnect.com

BLACKBOARD CONNECT™ SALES ORDER FORM

This Blackboard Connect Sales Order Form ("Order Form") between Village of Oak Brook, Illinois ("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) Period 1: 9/21/12 through 9/20/13	Initial Term Fee (USD) Period 2: 9/21/13 through 9/20/14	Initial Term Fee (USD) Period 3: 9/21/14 through 9/20/15
Blackboard Connect CTY Service	Unlimited Emergency and 15 Outreach Messages (see Section 8 below) (i.e., \$1.00 x 6,000 Recipients)	6,000	\$6,000.00	\$1.00 per Recipient + Section 8 below if applicable	\$1.00 per Recipient + Section 8 below if applicable
Blackboard Connect CTY annual Support Fee	24x7x365 Support Online Training	1	Waived	Waived	Waived
Sales Order Total Annual Fee (Including annual Support Fee):			\$6,000.00	SEE NOTE*	SEE NOTE*

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.

*Note: Calculation of the aggregate Annual Fee for subsequent years after Period 1 of the Initial Term will be \$1.00 per Recipient per year based on the total number of Customer's Recipients for each year of the Initial Term. Additional Fee may apply in accordance with Section 8 below.

2. **Initial Term (Initial license term and any special requirements):**
Three Years

3. **Effective Date (applicable only if different from acceptance date as described in the preamble):**
September 21, 2012

4. **Recipient Definition (applicable only to notification services):**
CTY: households, businesses, and other related individuals within the Customer's jurisdiction

5. **Customer Billing Contact:**

Contact Name: Jim Fox Contact Phone: 630.368.5174
 City and State/Province: Oak Brook, IL
 Street Address: 1200 Oak Brook Road
 Postal Code and Country: 60523, USA
 E-Mail Address: JFox@OAK-BROOK.IL.GOV

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 Period 1 will be invoiced on September 21, 2012 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. Notwithstanding anything to the contrary contained in the Terms of Service regarding Confidential Information (as defined in the Terms of Service), the parties agree that Section 7 of the Terms of Service shall not apply to any disclosure of Confidential Information if the disclosure is required by law, provided that in the event the Customer becomes legally compelled (by depositions, interrogatory, subpoena, civil investigative demand, similar process, Freedom of Information Act request, or otherwise) to disclose any Confidential Information, the Customer shall provide Blackboard with prompt prior written notice of such requirement so that Blackboard may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained prior to the time at which Customer is required to disclose Confidential Information by law, or if Blackboard waives in writing compliance with the terms hereof, the Customer agrees to furnish only that portion of the Information which the Customer is advised by written opinion of counsel is legally required.

8. **SPECIAL CONDITIONS:** Customer shall receive unlimited Emergency Messages and a limit of 15 Outreach Messages per Period. In the event that Customer exceeds 15 Outreach Messages per Period, Customer will be automatically upgraded to unlimited Outreach Messages for the remainder of the then-current Period for an additional fee of \$0.50 per Recipient. Unused Outreach Messages will not rollover to the following Period or any subsequent Renewal Term. In the event that Customer's Service is automatically upgraded to unlimited Outreach Messages, Customer will be invoiced for the additional increment by Blackboard and payment will be due no later than thirty (30) days from the date of the invoice.

Blackboard Connect Inc.

NAME OF CUSTOMER: Village of Oak Brook





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: Gopal G. Lalmalani
Date: 9/21/12 Village President
Address:
1200 Oak Brook Road
Oak Brook, IL 60523
Contact for Notices: Jim Fox
Phone Number:
Fax Number:
Contact Email:

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