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Tax ID: 52-2081178

New Period or Contract Renewal Confirmation Notice

CUSTOMER INFORMATION:

Billing Address:

Boone County Schools
8330 US HIGHWAY 42
FLORENCE, KY 41042
USA

Date: 05/02/2022
Customer No: 314936
Document No: CSF000880944

Customer Primary Contact: Maryann Rankin

PRODUCTS AND SERVICES SUBJECT TO NEW PERIOD OR RENEWAL:

Qty	Product Code	Product Description	Start Date	End Date	Price (USD)
1	BC-STND-300SMS	Blackboard Connect - SMS (300 Characters)	07/01/2022	06/30/2023	3,505.18
20382	BC-STND-K2NA	Blackboard Connect Service Per Student, K-12	07/01/2022	06/30/2023	23,235.48

Renewal Amount (USD) 26,740.66

CONFIRMATION:

Per the terms of your contract currently in place for Blackboard products and/or services, the next period or contract renewal period starts on **07/01/2022**. With respect to contract renewals, per the terms of your contract your license(s) may be automatically renewed 30 days prior to the renewal period start date, and **use of the product and/or services on or beyond 07/01/2022 may result in an automatic invoice from Blackboard for the renewal amount noted above.**

Any utilization beyond licensed quantities allowed under your current contract with Blackboard may result in license fees charged in addition to the new period or contract renewal amount noted above. Please reach out to Blackboard to adjust your current license quantity if applicable.

Your invoice will be sent separately and will include the payment instructions and total amount due. You will be invoiced for products and/or services for the total above upon receipt of this form unless other arrangements are made. Please note that taxes are not included in the total Amount Due noted above and will be added, where applicable, when invoiced.

Please take the following actions prior to 07/01/2022:

1. Contact your Renewal Representative or operations@blackboard.com to request an invoice **OR** issue a purchase order, if required.
2. Provide updated billing information if inaccurate.
3. If you are exempt from paying sales tax, please remit a copy of your state tax exempt certificate with payment of your invoice or a copy to exemptcerts@blackboard.com.

Purchase Orders and/or Tax-Exempt Form can be sent via any one of the following methods by **05/09/2022**:

- Email: operations@blackboard.com
- Fax: +1.312.236.7251

Playlists

Ally

Blackboard App

Blackboard Data

Blackboard Instructor

Collaborate

Community Engagement

Connect

Learn

Predict

SafeAssign

Student Success

Training and Development
Manager

Web Community Manager



Filter

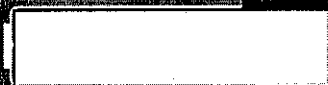
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another
keyword.



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PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT, TO THE EXTENT APPLICABLE TO YOU, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

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You are responsible for your use of the Products. You may use the Products only if you can form a binding contract with Blackboard. Your account with Blackboard (and use of the Product) gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. We may maintain different types of accounts for different types of Users. If you are accepting these Terms and using the Products on behalf of a company, organization, government, or other legal entity, then (a) "you" includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity's behalf. You may use the Products only in compliance with these Terms, any agreement entered into by your institution relating to the Products, and all applicable local, state, national, and international laws, rules and regulations.

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In cases where you have authorized or registered another individual, including a minor, to use your account(s), you are fully responsible for (i) the online conduct of such User; (ii) controlling the User's access to and use of the Products; and (iii) the consequences of any misuse. Blackboard requires that the parents, guardian, or other authorized adult or educational institution of a minor affirmatively consent to the use of a Blackboard Product by such minor. Blackboard reserves the right to provide access to the minor's account to the minor's parents, guardian or other authorized adult or educational institution, upon such adult's request. For additional information on how we use your information, please see our Privacy Policy.

You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Blackboard shall have no liability for your interactions with other Users, nor for any User's acts or omissions.

2. Privacy & use of personal information



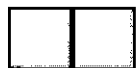
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3. Content & your rights



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Further, in connection with Content you submit, post, or display on or through the Products, you affirm, represent, and warrant the following: (a) you have the written consent of each and every natural person who is identifiable in the Content, if any, to use such person's name or likeness in the manner contemplated by any Product and these Terms, and each such person has released you from any liability that may arise in relation to such use; (b) you have obtained and are solely responsible for obtaining all consents as may be required by law to post any Content relating to third parties; (c) your Content and Blackboard's use thereof as contemplated by these Terms and any Product will not violate any law or infringe any rights of any third party, including but not limited to any intellectual property rights and privacy rights; and (d) Blackboard may exercise the rights to your Content granted under these Terms without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement, licensing arrangement or otherwise.

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Blackboard Inc.

Attn: General Counsel

1111 19th Street, N.W.

Washington, D.C. 20006

Email: GeneralCounsel@blackboard.com

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A. License

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B. Acceptable use

When using the Products you must not: (i) circumvent, disable or otherwise interfere with any security related features of the Products or features that prevent or restrict use or copying of the content accessible via the Products; (ii) create more than one account for use with a particular Product (however, you may connect all your social networks or other Product accounts, in each case that we support, to your account for use with such Product); (iii) give any false or misleading information or permit another person to use a Product under your name or on your behalf; (iv) impersonate any person, or misrepresent your identity or affiliation with any person or give the impression they are linked to Blackboard, if this is not the case; (v) use a Product if we have suspended or banned you from using it; (vi) send junk, spam, repetitive messages, unsolicited advertising or marketing email, call, or text messages, or engage in any activities that violate anti-spamming laws and regulations, including but not limited to, the CAN-SPAM Act or 2003, the Telephone Consumer Protection Act, or other federal, state or local laws relating to emails, calls, or text messages; (vii) advocate, promote or engage in any illegal or

unlawful conduct or conduct that causes damage or injury to any person or property; (viii) modify, interfere, intercept, disrupt or hack any Product or collect any data from a Product other than in accordance with these Terms of Use; (ix) misuse the Products by knowingly introducing viruses, Trojans, worms, logic bombs or other material which would harm the Products or any User of the Products' equipment; (x) submit or contribute any Content that contains nudity or violence or is abusive, threatening, obscene, misleading, untrue or offensive (in each case unless such Content is submitted or contributed for a predominantly educational purpose, such as, for example, historical materials contributed via a Product for class discussion); (xi) submit or contribute any Content without the permission of the content owner or otherwise infringe the copyright, trademark, privacy, publicity, or other rights of third parties; (xii) use any Content in violation of any licensing terms specified by the owner; (xiii) submit or contribute any information or commentary about another person without that person's permission; (xiv) threaten, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety or take any action that is likely to harass, upset, embarrass, alarm or annoy any other person; or (xv) use any automated system, including without limitation "robots", "spiders" or "offline readers" to access a Product in a manner that sends more request messages to the Product than a human can reasonably produce in the same period of time.

Failure to comply with these rules of acceptable use constitutes a serious breach of these Terms of Use, and may result in our taking all or any of the following actions (with or without notice): (a) immediate, temporary or permanent withdrawal of your right to use our Products; (b) immediate, temporary or permanent removal of any Content; (c) issuing of a warning to you; (d) legal action against you including proceedings for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; and (e) disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

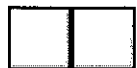
The responses described in this Section are not limited, and we may take any other action we reasonably deem appropriate.

C. Changes to the products

We may, without prior notice, change any Product; stop providing any Product or features of any Product, to you or to Users generally; or create usage limits for any Product. We may permanently or temporarily terminate or suspend your access to any Product without notice or liability for any reason, including if in our sole determination you violate any

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5. Mobile software



A. Mobile software

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C. Mobile software from Google Play Store

The following applies to any Mobile Software you acquire from the Google Play Store ("Google-Sourced Software"): (i) you acknowledge that the Terms are between you and Blackboard only, and not with Google, Inc. ("Google"); (ii) your use of Google-Sourced Software must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) Blackboard, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or the Terms; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Terms as relates to Blackboard's Google-Sourced Software.

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6. Blackboard rights



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7. Registration obligations & passwords

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You may never use another User's account without permission from Blackboard. In consideration of your use of the Products, you agree (a) that Your Information will be true, accurate, current and complete, and (b) to maintain and promptly update Your Information to keep it true, accurate, current and complete. You are responsible for safeguarding any password that you use to access the Products (including passwords used on other Blackboard products that permit single sign-on to the Products) and for any activities or actions under your password. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols, and have at least eight (8) characters) with your account. You agree to (a) notify Blackboard of any unauthorized use of your password or User identification and any other breach of security, and (b) ensure that you exit from your account at the end of each session.

8. Export controls

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As required by the laws of the United States and other countries: (a) you understand that the Products are subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("EAR"); (b) you are not located in a prohibited destination country under the EAR or U.S. sanctions regulations; and (c) you will not export, re-export, or transfer the Products to any prohibited destination or persons or entities on the U.S. Bureau of Industry and Security Denied Parties List or Entity List, or the U.S. Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, or any similar lists maintained by other countries, without the necessary export license(s) or authorization(s).

9. Termination



We may suspend or terminate your accounts or cease providing you with all or part of the Products at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms, (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Products is no longer commercially viable. In such a termination event, the license granted hereunder shall automatically terminate. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Products, except that the following Sections shall continue to apply: 2, 3, 5, 6, 9, 10, and 11.

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E. Indemnity

You agree to defend, indemnify and hold harmless Blackboard and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to a Product, including any data or content transmitted or received by you; (ii) your violation of any provision of these Terms, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; (iv) your violation of any applicable law, rule or regulation; (v) any Content that is submitted via your User Account including without limitation misleading, false, or inaccurate information; (vi) your willful misconduct; or (vii) any other party's access and use of a Product with your unique username, password or other appropriate security code.

11. General terms



A. Waiver & severability

The failure of Blackboard to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to

the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect; except that in the event of unenforceability of the universal class action/jury trial waiver set forth in Section 11(B)(iii) below, the entire arbitration agreement shall be unenforceable.

B. Governing law; dispute resolution

(i) *Governing Law.* These Terms and any action related thereto will be governed by the laws of the State of New York without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings, or litigation arising in connection with the Products will be brought solely in the federal or state courts located in Washington, D.C., United States, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

(ii) *Arbitration.* READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM BLACKBOARD. For any dispute with Blackboard, you agree to first contact us at GeneralCounsel@blackboard.com and attempt to resolve the dispute with us informally. In the unlikely event that Blackboard has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to these Terms, or the breach or alleged breach thereof, by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in Washington, D.C., United States, unless you and Blackboard agree otherwise. If you are using the Products for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. If you are an individual using the Products for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this

Section shall be deemed as preventing Blackboard from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights.

(iii) Class Action/Jury Trial Waiver. WITH RESPECT TO ALL PERSON AND ENTITIES, REGARDLESS WHETHER THEY HAVE OBTAINED OR USED THE PRODUCTS FOR PERSONAL, COMMERCIAL, OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE (1) PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND BLACKBOARD ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND RELATING TO THE PRODUCTS OR THESE TERMS.

(iv) Limited Applicability of Arbitration and Class Action/Jury Trial Waiver. Certain laws, rules, and regulations that may apply to you may not allow you to pre-agree to binding arbitration or waive your rights to join in a representative proceeding or waive your rights to a jury trial. If such laws apply to you, the arbitration requirements set forth in subsection (ii) and/or the class action/jury trial waiver set forth in subsection (iii) do not apply to you.

C. U.S. Government users & U.S. Government restricted rights

Certain of the components that comprise the Products are "commercial items" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software with only those rights set forth herein.

The Products, any Mobile Software and all upgrades to the foregoing (if any) are provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1)

and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable.

Contractor/manufacture is Blackboard Inc., 1111 19th Street N.W., Washington, D.C. 20036. All rights not specifically granted in these Terms are reserved by Blackboard.

D. Entire agreement

These Terms and our Privacy Policy are the entire and exclusive agreement between Blackboard and you regarding the Products, and these Terms supersede and replace any prior agreements between Blackboard and you regarding the Products. Other than members of the group of companies of which Blackboard Inc. is the parent, no other person or company will be third party beneficiaries to the Terms.

Notwithstanding the foregoing, nothing in these Terms supersedes or limits your rights under (1) the terms and conditions of any written agreement you have entered into with Blackboard regarding the use of Products, or (2) applicable laws or regulations to the extent these Terms are prohibited by such laws or regulations. In the event of any conflict between these Terms and the terms and conditions of an applicable written agreement you have entered into with Blackboard, the terms and conditions of the written agreement shall control.

We may revise these Terms from time-to-time, the most current version will always be linked to at <https://www.blackboard.com/>. If the revision, in our sole discretion, is material we will notify you through the Products or through the email associated with your profile. By continuing to access or use the Products after those revisions become effective, you agree to be bound by the revised Terms.

These Products are operated and provided by Blackboard:

Blackboard Inc.
1111 19th Street N.W.
Washington, D.C. 20036 USA
or
Blackboard International B.V.
Paleisstraat 1, 1012 RB
Amsterdam, Netherlands

If you have any questions about these Terms, please email:

GeneralCounsel@Blackboard.com.

Effective: January 17, 2018

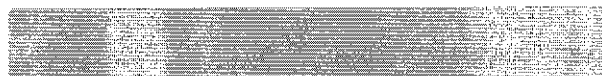
12. Blackboard Connect



Blackboard Connect is a mass notification system that lets you receive updates and urgent alerts through emails, phone calls, text messages, or social media channels. Message frequency varies by account and preferences. Depending on the service plan you have selected with your wireless carrier, message and data rates may apply. Please consult your wireless carrier for detail. Wireless carriers are not liable for delayed or undelivered messages. You may opt-out of receiving text messages by taking the following action:

- Reply STOP to "23177" to cancel
- Reply STOP to "53291" to cancel
- Reply STOP to "22898" to cancel

Contact Connectsupport@blackboard.com for customer support.



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