

Blackboard Order Form

Quote #: 00011919

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

District/Entity ("CLIENT" or "CUSTOMER") Name: Yonkers Public Schools 1 LARKIN CTR YONKERS, NY 10701-7044 Student Enrollment: C (20,001+) Bb Customer Account No: 317312	Client Accounts Payable Information Is a PO Number Required? (Y/N) _____ PO Number: _____ Contact Name: _____ Contact Telephone Number: _____
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* 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 from February 1, 2016 through June 30, 2016.
2. This Order Form may be renewed for successive periods of one (1) year (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term upon mutual agreement by the Parties sixty (60) days prior to the end of the Initial Term or Renewal Term, as applicable. If this Order Form is renewed after the Initial Term, the pricing for the first two (2) additional successive years shall be at the pricing set forth in Exhibit A.
3. **Effective Date: 2/01/2016**

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 for the Initial Term upon execution of this Order Form. If this Order Form is renewed after the Initial Term, Customer shall be invoiced for each successive one (1) year term on July 1 of such term.
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.
4. For the services to be provided during the Initial Term, the fees shall be as set forth in Exhibit A for February 1, 2016 through June 30, 2016 provided Customer does not increase the contracted sites, sessions, or students.

Incorporated Contract Documents

The terms and conditions of the Blackboard Master Agreement for All Products and Services are attached and incorporated herein. Client acknowledges that it has reviewed and accepts each of the above contract documents.

Special Provisions

1. In order to comply with the data encryption requirements in NY State Education Law §2-d, Blackboard will be deploying Schoolwires in a cloud hosted solution which will be commercially available on or about July 1, 2016. Customer acknowledges and agrees that any Schoolwires website launched prior to July 1, 2016 must be migrated, at no additional cost to the Customer, to such cloud hosted solution when commercially available in order to comply with the NY State Education Law §2-d encryption standards.
2. Blackboard shall use commercially reasonable efforts to assist the Customer to publicly launch the district website by June 21, 2016 which shall be deployed in a cloud based environment. Notwithstanding the foregoing, the parties agree in order for the Customer to "go public" with their website, Customer shall ensure (i) dedicated resources are assigned and maintained throughout the duration of the project; (ii) shall move applicable content and other applicable data; and (iii) actively participate in all training sessions, Site Launch Consulting sessions and Template design and review meetings. Customer shall approve the final design of the template a minimum of 8 weeks prior to the expected public launch date.

The following Exhibits are attached to this Agreement:

Exhibit A – Fees
Exhibit B – Additional Notes Regarding Licensed Software and Services
Addendum 1 – Customer Requirements

EXHIBIT A

Fees

Product Code	Product Name	QTY	Product or Service Description	Prorated 2/01/2016- 06/30/2016	Optional Year 1 07/01/2016- 06/30/2017	Optional Year 2 07/01/2017- 06/30/2018
SCH-C2E	Centricity2 Essential (no charge in prorated period)	1 Site	Annual Fees	\$ 0.00	\$ 900.00	\$ 900.00
SCH-C2E	Centricity2 Essential	39 Sites	Annual Fees		\$ 35,100.00	\$ 35,100.00
SCH-SVC-TECH	Support: Premium+ Support Plan	1	Annual Fees	\$ 2,437.50	\$ 5,850.00	\$ 5,850.00
PL-APT-SIS	Mobile App: ParentLink (w/ Student Data Integration)	27000 Students	Annual Fees		\$ 27,000.00	\$ 27,000.00
PL-APT-IMP	Implementation: ParentLink (w/ Student Data Integration)	1	One-Time Fees		\$ 4,500.00	
SCH-IMP	Activation: Centricity2 Essential	1 Site	One-Time Fees	\$ 50.00		
SCH-IMP	Activation: Add-on Site	39 Sites	One-Time Fees		\$ 1,950.00	
SCH-CREATIVE	Creative: Sapphire Custom Template (Responsive)	1 Project	One-Time Fees	\$ 13,650.00		
SCH-TRAIN-OL	Centricity: Section Editor Online Training	1 Session	One-Time Fees	\$ 360.00		
SCH-TRAIN-OL	Centricity: Site Administrator Online Training	2 Sessions	One-Time Fees	\$ 720.00		
SCH-SVC-TECH	Consulting: Site Launch (Client Site: 3-day)	1	One-Time Fees	\$ 4,320.00		
	Training: Travel Expenses (Zone 2)	1	One-Time Fees	\$ 1,025.00		
	Implementation: C2 Essential Secure LDAP	1 Project	One-Time Fees	\$ 0.00		
			Total	\$ 22,562.50	\$ 75,300.00	\$ 68,850.00

* 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.

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.

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.

YONKERS PUBLIC SCHOOLS

BLACKBOARD

By: [Signature]
 Name: Dr. Edwin Quezada
 Title: Interim Superintendent
 Date: 3/2/16

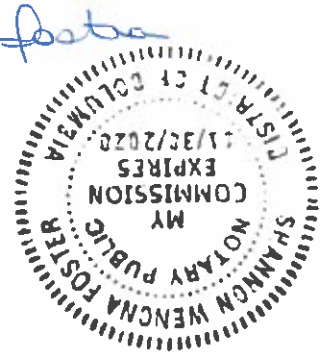
By: [Signature]
 Name: Dr. Nader J. Sayegh
 Title: President
 Date: 3/7/16

By: [Signature]
 Name: Tess Frazier
 Title: Vice President - Contracts
 Date: 3-1-16
 District of Columbia: SS
 Sworn to before me this 1st day of March 2016.

[Signature]
 Notary Public

APPROVED AS TO FORM

Sara M. Beaty
 Yonkers Associate Corporation Counsel



Blackboard Internal Use Only:

Service Agency:	WESTCHESTER BOCES
Account Manager:	Doug Parrish

BLACKBOARD® Master Agreement for All Products and Services

The terms contained herein (the Blackboard "Master Agreement") and any accompanying Blackboard ordering document, executed as a standalone order form or agreed to by clicking "I agree" as part of an online order process on Blackboard's website (in either case, an "Order Form"), form the entire agreement ("Agreement") between you (the entity listed in any Order Form; hereafter, "Customer", "Client", or "you") and Blackboard (the Blackboard entity listed in any Order Form; hereafter, "we", "us" or "Blackboard") with respect to the products and/or services listed in any Order Form ("Products and Services").¹

1. APPLICABILITY OF THIS MASTER AGREEMENT

With respect to Products and Services you purchase, the terms of this Master Agreement govern: (a) your rights to access and use software licensed on a term or perpetual basis ("Software"); (b) your rights to access and use software made available under a software-as-a-service delivery model for a term ("SaaS Services"); (c) your rights to support and/or maintenance services which you purchase or are otherwise entitled to receive pursuant to the terms hereof ("Support"); (d) any professional services ("Professional Services"); (e) any managed hosting services, cloud hosting services or other hosting services ("Hosting Services"); and (f) any hardware and/or firmware that you purchase ("Equipment"). The terms of this Master Agreement are divided into two parts, with the terms immediately below applying to *all* Products and Services, and the section further below entitled "Terms Applicable to Specific Products and Services" containing additional provisions applicable to *only certain* Products and Services listed therein.

2. RIGHTS OF ACCESS AND USE.

2.1 License to Use SaaS Services. With respect to SaaS Services, for the term specified in the applicable Order Form, we grant you a non-exclusive, non-transferable, non-sublicenseable, license to access and use the SaaS Services made available by Blackboard to you on a remote-access, subscription basis via the Internet solely in support of your operations.

2.2 License to Use Software Provided on a Perpetual or Term Basis. With respect to Software, for the term specified in the applicable Order Form, or where a license is specified as "perpetual", on an ongoing basis unless and until terminated as provided herein, we grant you a non-exclusive, non-transferable, non-sublicenseable, license to use the Software on a Designated Configuration solely in support of your operations. A "Designated Configuration" shall mean a configuration of hardware and software which is supported by us and on which the Software is operated by or for you, which may include a configuration on your premises or a configuration managed by us for you.

2.3 API License. If you are purchasing an application programming interface ("API") license, we grant you a limited, non-exclusive, revocable, non-sublicensable, non-transferable license, to access the API's set forth in the Order Form. The API(s) is provided in the form of a web service that enables a "connection" into our servers. We will provide you with a URL for the connection, instructions to create a unique token to authenticate your servers, an API key, password, and basic testing of connectivity. You may not use or install the API(s) for any other purpose without our written consent, and may not copy, rent, adapt, disassemble, lease, assign, sublicense, reverse engineer, modify or decompile, the API(s) or any part thereof. We reserve the right to limit the number and/or frequency of API requests.

2.4 Authorized Users. You agree to only grant access to the SaaS Services and/or Software (as applicable) to those individuals for whom such SaaS Services and/or Software are intended ("Authorized Users"). Your Authorized Users are defined in the Terms Applicable to Specific Products and Services, below.

2.5 License Restrictions. You may not use the Software or SaaS Services beyond the usage, storage or other applicable restrictions set forth in the Agreement. In addition, unless otherwise expressly permitted in the Agreement, without our prior written consent, you will not: (i) permit any third-party to install, configure, access, use or copy all or any portion of the Software or SaaS Services; (ii) modify, reverse engineer, decompile, disassemble, distribute, create derivative works based on, copy or otherwise exploit all or any portion of the SaaS Services or Software except as expressly permitted by applicable law, rule or regulation ("Law"); (iii) sell, sublicense, rent, lease, or otherwise transfer rights to all or any portion of the SaaS Services or Software; (iv) use the SaaS Services or Software to operate in or as a time-sharing, outsourcing or service bureau environment or in any manner which supports the business of a third party; (v) obscure, remove or alter any intellectual property rights notices or markings on the SaaS Services or Software; or (vi) use the SaaS Services or Software in any manner which could (a) pose a security risk or (b) disable, overburden, damage, or impair the performance or operation of the computing environment on which the SaaS Services or Software are hosted (including where such use interferes with any other party's use thereof).

2.6 Delivery. Unless otherwise specified in an Order Form, Blackboard will make the Software or SaaS Services available to you as soon as commercially practicable after you take the required steps to enable or access the Software or SaaS Services as instructed by Blackboard. Delivery shall be deemed complete when Blackboard notifies you that you have the ability to access the Software or SaaS Services.

¹ If you have previously purchased products and/or services with Blackboard, unless expressly stated in the Order Form of this Agreement, your prior agreement(s) governing such products and/or services shall continue in effect with regard to such products and/or services, and this Agreement shall govern the Products and Services reflected in the Order Form of this Agreement.

2.7 Reservation of Rights. Any intellectual property rights that we do not expressly grant to you are expressly reserved by us.

3. SUPPORT AND SERVICE LEVEL AGREEMENTS

3.1. In General. If you purchase or are otherwise eligible to receive Support from us as reflected on an Order Form, we will provide you with the Support described in the applicable Blackboard Customer Support Services Guide (“**Services Guide**”), provided separately (only if applicable).

3.2. SaaS Services. In addition to any Support provided in an applicable Services Guide, with respect to SaaS Services, you will receive all applicable Corrections, Updates and Upgrades (all as defined below) that we make generally available during the term of the SaaS Services. Unless you have purchased additional SaaS Services, you will use the version of the underlying software, including any applicable Corrections, Updates, and Upgrades, which is then generally hosted by us for our customers.

3.3. Corrections, Updates and Upgrades. “**Corrections**” means a change (e.g. fixes, workarounds and other modifications) made by or for us which corrects Software Errors, provided in temporary form such as a patch, and later issued in the permanent form of an Update. “**Software Error**” means a failure of any Software or SaaS Services to materially conform to its applicable standard end user documentation provided by us (“**Documentation**”), provided that such failure can be reproduced and verified by us using the most recent version (including all available Corrections, application packs, Updates, and Upgrades) of such Software or SaaS Service made available to you, and further provided that Software Errors do not include any nonconformity to applicable Documentation caused by your material breach of the Agreement, or your unauthorized modification or misuse of the Software or SaaS Services. “**Updates**” means the object code versions of the Software or SaaS Services that have been developed by us to correct any Software Error and/or provide additional functionality and that have been commercially released. “**Upgrades**” means the object code versions of the Software or SaaS Services that have been enhanced or otherwise modified by or on our behalf, acting in our sole discretion, to include additional functionality and that have been commercially released and not marketed as a separate product or solution.

4. PROPRIETARY RIGHTS

4.1. Customer Property. As between you and us, Customer Property is and shall remain your sole and exclusive property. “**Customer Property**” means all graphic user interface, text, content, images, video, music, designs, products, computer programs, drawings, documentation and other materials of any kind posted, submitted, provided or otherwise made available to us by you or an Authorized User in connection with the Products and Services. Customer Property may also contain Personally Identifiable Information and Student Data, which are discussed further below.

4.2. Blackboard Property. Subject to the limited rights expressly granted hereunder, we and our licensors or suppliers own all right, title and interest in and to each of the Products and Services, along with all related documentation, materials, content, and specifications, and all modifications, enhancements, improvements, and all derivative works thereto. We also retain all right, title and interest to any work product or other intellectual property developed and/or delivered in connection with our provision of any services or the performance of any obligations hereunder, including any content provided by us or on our behalf in or through the Product and Services.

4.3. Blackboard Use of Customer Property. During the term of the Agreement, you grant to us, solely to perform our obligations hereunder, a non-exclusive, royalty-free license to modify, reproduce, display, combine, copy, store, transmit, distribute, and otherwise use the Customer Property. You also acknowledge that, subject to the terms of this Agreement and to the extent permitted by Law, Customer Property may be accessed and processed by our support or (if applicable) managed and cloud hosting personnel in foreign countries, including countries other than the jurisdiction from which the Customer Property was collected, and you hereby authorize such access and processing.

4.4. Content Restrictions. You agree not to use any Product or Service to store, display, or transmit content that is deceptive, libelous, defamatory, obscene, racist, hateful, infringing or illegal, and to the extent Authorized Users exercise the rights granted to you under this Agreement, you represent and agree that you will require that such Authorized Users also comply with the obligations applicable to such exercise set forth in this Agreement. We take no responsibility and assume no liability for any Customer Property that you, an Authorized User, or third party out of our control posts, submits, displays, or otherwise makes available via the Products or Services, and you agree that we are acting only as a passive conduit for the online distribution and publications of such Customer Property.

4.5. Removal of Content. If we determine in good faith that any Customer Property could (a) pose a material security risk, (b) be deceptive or perceived as libelous, defamatory, obscene, racist, hateful, or otherwise objectionable, or (c) give rise to (i) Blackboard liability, or (ii) a violation of Law or the terms or restrictions of the Agreement, then we may remove the offending Customer Property, suspend your and/or your Authorized Users' use of the Products and Services, and/or pursue other remedies and corrective actions.

4.6. Other Rights. You hereby grant to us the limited right to use your name, logo and/or other marks for the sole purpose of listing Customer as a user of the applicable Products and Services in our promotional materials. We agree to discontinue such use within fourteen (14) days of Customer's written request.

4.7. DMCA Notice and Takedown Policy. Because we respect content owner rights, it is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 (the "DMCA"). If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Products and Services, please notify our copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, it must contain all the elements provided in 17 USC §512(c)(3) and be submitted to the following DMCA Agent:

Attn: DMCA Notice
General Counsel
Blackboard Inc.
1111 19th Street NW, 9th Floor
Washington, D.C. 20036
Email: GeneralCounsel@blackboard.com
+1-202-303-9372

In accordance with the DMCA and other Law, Blackboard has adopted a policy of terminating, in appropriate circumstances, users of the Products and Services who are deemed to be repeat infringers. Blackboard may also at its sole discretion limit access to the Products and Services and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

5. PERSONALLY IDENTIFIABLE INFORMATION AND STUDENT DATA

5.1. Personal Information. Personally Identifiable Information ("PII") is information that can identify a specific individual. Blackboard will only use and process PII for the purposes of providing Products and Services under this Agreement and as specified in our Privacy Policy and Terms of Use.

5.2. Student Data. "Student Data" is PII that is directly related to an identifiable current or former student that is maintained by a school, school district, or related entity or organization, or by us. To the extent U.S. Law applies, Student Data may include "educational records" as defined by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232(g). As between Blackboard and you, you own all right, title and interest to all Student Data you provide or otherwise make available to us, and we do not own, control, or license such Student Data other than solely as expressly provided herein.

5.3. Confidentiality. Blackboard agrees to treat Student Data as confidential and not to share it with third parties other than as described in the terms of this Master Agreement.

5.4. Student Data Access. To the extent necessary to provide you with the Products and Services, you authorize us to access or collect Student Data and shall facilitate a reasonable method for us to obtain such information, for example records stored in your student information systems, or collect data and Student Data through other secure transfer methods. In the US, we access, collect and process Student Data as an outsourced institutional function pursuant to FERPA 34 CFR Part 99.31(a)(1). You agree that, as between the parties, you are solely responsible for all Student Data, whether provided by you, students, or any other third-party.

5.5. Use of Student Data. By submitting or providing us access to Student Data, you grant to us a non-exclusive, royalty-free, worldwide license during the term of the Agreement to use, modify, reproduce, display, sublicense and store the Student Data solely for the purposes of (i) providing Products and Services to you as contemplated in this Agreement, (ii) improving and developing our Products and Services provided for your use, (iii) enforcing our rights under the Agreement, and (iv) as permitted with the Customer's, Authorized User's or end user's consent. Improving and developing our Products and Services includes de-identifying, using, compiling, analyzing, modifying, and storing Student Data so long as we do not share, publish, distribute or display Student Data to any third party for this purpose. Notwithstanding anything to the contrary, we shall not use Student Data to engage in targeted advertising.

5.6. Use of Anonymized Data. You agree that we may collect and, both during and after the term of this Agreement, analyze, use and display data derived from Student Data for our own purposes, provided that such data will be de-identified and/or aggregated to reasonably avoid identification of a specific Authorized User or individual.

5.7. Third-Party Access and Remote Access. You consent to allow us to provide access to Student Data to our employees and to certain third party service providers which have a legitimate need to access such information in order to provide their services to us as part of our provision of the Products and Services to you. We and our employees, subcontractors, service providers, or agents involved in the handling, transmittal, and processing of Student Data will be required to maintain the confidentiality of such data. You also acknowledge that, subject to the terms of this Agreement and to the extent permitted by Law, Student Data may be accessed and processed by our support or (if applicable) managed and cloud hosting personnel in foreign countries, including countries other than the jurisdiction from which the Student Data was collected, and you hereby authorize such access and processing.

If explicitly authorized by you, your Authorized User, or an end user who is over the age of 18, you consent to allow us to provide access to Student Data to third parties that you designate through the provision of our Products and Services under this Agreement. You acknowledge that we are not responsible for the data practices of third parties with whom you elect to share your Student Data, and that, as between us, you are solely responsible for the consequences of providing or transmitting Student Data to such third parties, or authorizing those third parties to access Student Data through the Products and Services.

5.8. Student Data Consents. Both parties agree to uphold their responsibilities under Laws governing PII and Student Data, including in the U.S. the Family Educational Rights and Privacy Act ("FERPA"), the Protection of Pupil Rights Amendment (PPRA), and the Children's Online Privacy and Protection Act ("COPPA"). We rely on each school to obtain and provide appropriate consent and disclosures, if necessary, for Blackboard to collect any Student Data directly from students under 13, as permitted under COPPA. You represent and warrant that you have the authority to provide Student Data to Blackboard, and that you have provided appropriate disclosures to students and parents regarding your sharing of Student Data with Blackboard.

5.9. Student Data Retention and Deletion Requests. You may request that we delete or retrieve your Student Data in our possession at any time by providing such a request in writing, which request we shall then comply with in a commercially reasonable time not to exceed two (2) weeks unless a shorter time is required by Law, and then in such shorter time. We will otherwise delete Student Data within the time periods required by Law, and at a minimum other than ordinary course backups within a commercially reasonable time following the end of the term of the Agreement. We are not required to delete data that has been derived from Student Data that has been de-identified, aggregated, or anonymized.

5.10. Data Localization. You acknowledge and agree that Blackboard will store and process PII in various data centers around the world, including in the U.S., and that your PII may not be stored or processed only within the country in which it was collected unless and except to the extent required by Law. You warrant and agree that you have obtained all necessary consents from your Authorized Users for Blackboard to process such PII in the U.S. and elsewhere in the world.

5.11. Privacy Policy. To the extent not in conflict with the terms of the Agreement, which shall control in the event of a conflict, you agree to the terms of our privacy policy ("Privacy Policy") which is found at <http://www.blackboard.com/privacy> and is incorporated into the Agreement. Notwithstanding the foregoing, this Agreement and not the Privacy Policy shall govern our collection and use of Student Data.

5.12. If you are subject to the European Union Data Protection Directive 95/46/EC, the European Union General Data Protection Regulation or similar statute, then the Agreement expressly incorporates by reference the data processing addendum ("DPA") available at <http://agreements.blackboard.com/bbinc/blackboarddeudataprocessingaddendum.aspx>. For data that we process on your behalf, you agree that you are the controller of all of your Customer Property and Student Data, including uploaded content within the Products and Services, and that Blackboard is not a controller of such data. If any term of this Agreement expressly conflicts with any term of the DPA, the conflicting term in the DPA shall control. All other terms and conditions of each agreement will remain in full force and effect.

6. DATA SECURITY

6.1. Data Security and Breach Notification. We will implement commercially reasonable administrative, physical and technical safeguards designed to secure Customer Property and PII, including Student Data, from unauthorized access, disclosure or use, which could include where commercially reasonable or to the extent required by Law, data encrypting, firewalls, and physical access controls to buildings and files. In the event we have a reasonable, good faith belief that an unauthorized party has gained access to or been disclosed PII, including Student Data, that you have provided us or that we have collected on your behalf under the Agreement, we will promptly, or if required by Law in such other time required by such Law, notify you and will use reasonable efforts to cooperate with your investigation of the incident. If such incident triggers any third-party notice requirements under Laws, you agree that unless otherwise required by Law, as the owner of the PII, you will be responsible for the timing, content, cost and method of any such notice and compliance with such Laws.

7. PROFESSIONAL SERVICES

7.1. If you purchase Professional Services under an Order Form, we will provide you with the Professional Services described in any applicable attachment (such as a statement of work) or URL referenced in your Order Form. We will assign employees and subcontractors with qualifications suitable for the Professional Services. We may replace or change employees and subcontractors in our sole discretion with other suitably qualified employees or subcontractors.

7.2. Security. While on Customer's premises, our employees and subcontractors will comply with all reasonable security practices and procedures generally prescribed by Customer to the extent that we have been notified in advance of such practices and procedures in writing. Our employees and subcontractors will not be required to sign any waivers, releases or other documents relating to ownership of intellectual property or changes, modifications, amendments or waivers to any previously agreed to contract provision in order to gain access to Customer's premises in connection with the Professional Services and any such waivers, releases, or other documents shall be invalid and have no effect.

8. MANAGED HOSTING SERVICES

If you purchase managed hosting services as reflected on an Order Form, the Agreement shall include the terms provided separately, with such terms governing the managed hosting services.

9. FEES, EXPENSES AND PAYMENT TERMS

9.1. **Fees; Payments.** In consideration for our performance under the Agreement, you agree to pay us all fees required by the Order Form, as applicable, which fees will be due in accordance with the provisions of the Order Form, but in no event later than thirty (30) days after the date of an invoice from us. We expressly reserve the right to change the fees payable under any Order Form with respect to any renewal of Products or Services by providing you with 30 days advance notice of such change prior to the expiration of the then-current term or your right to decline to renew, whichever is earlier.

9.2. **Late Fees.** We may charge interest on any overdue amounts at the lower of: (a) the highest permissible rate, or (b) 9% per annum, charged at 0.75% per month from the date on which such amount fell due until the date of payment, whether before or after judgment. You acknowledge that any delay in payment may result in termination or interruption of the provision of the Products and Services at our sole discretion.

9.3. **Taxes.** Unless expressly provided in an Order Form, the fees hereunder do not include any sales, use, excise, import or export, value-added ("**VAT**"), goods and services ("**GST**"), 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 ("**Taxes**") levied on the delivery of any Products and Services by us to you. You shall be responsible for payment of all Taxes associated with your purchases hereunder. If we have the legal obligation to pay or collect Taxes, we will invoice you and you will pay us within thirty (30) days after the date of the invoice unless you have provided us with a valid tax exemption certificate authorized by the appropriate taxing authority. If you are required by Law to withhold any amounts, then you shall timely pay the amount to the relevant tax authority and provide us with documentation acceptable to us evidencing your payment. We will be responsible for taxes based on our net income or taxes (such as payroll taxes) due from us on behalf of our employees.

9.4. **Purchase Orders.** You agree that if your internal procedures require that a purchase order be issued as a prerequisite to payment of any amounts due to us, you will timely issue such purchase order (the terms of which shall not control) and inform us of the number and amount thereof. You agree that the absence of a purchase order, other ordering document or administrative procedure may not be raised as a defense to avoid or impair the performance of any of your obligations under the Agreement, including payment of amounts owed to Blackboard.

10. TERM AND TERMINATION.

10.1. **Term and Renewal.** The Agreement commences as of the date on which an Order Form has been signed by both parties, accepted by you online, or as otherwise indicated on an Order Form (the "**Effective Date**") and shall continue in effect until the expiration or termination of the term indicated in the Order Form. Certain Products and Services (for example, SaaS Services) have license terms subject to renewal beyond their initial term as indicated on the Order Form, and the Agreement shall continue in effect during any such renewal terms. Except for termination rights described herein, the parties have no other right of early termination and are bound and committed to meet their payment and other contractual obligations throughout the entirety of the initial term and any renewal term of the Agreement.

10.2. **Termination for Breach.** In the event that either Party materially breaches any obligation, representation or warranty under the Agreement, the non-breaching Party may terminate the Agreement in its entirety, or, at the non-breaching party's option, it may terminate solely the relevant Product or Service pursuant to which such breach relates, provided in either case that such breach has not been corrected within thirty (30) days after receipt of a written notice of such breach. Notwithstanding the foregoing, Blackboard may terminate the Agreement immediately upon written notice to you in the event you materially breach the provisions of the license usage restrictions set forth in the Agreement.

10.3. **Effect of Termination.** Upon termination of the Agreement or termination or expiration of any individual license or authorization to use any Products or Services, you and your Authorized Users will immediately cease access to the applicable Products and Services (or all of them in the case of termination of the Agreement), and you will immediately pay us all amounts due and payable for such Products and Services. Also, in the event of any termination prior to the end of any term for a Product or Service due to your breach, you shall immediately pay us all fees which are then due. With respect to any such Agreement termination or expiration, each party: (a) will immediately cease any use of the other Party's Confidential Information, (b) will delete any of the other Party's Confidential Information from its computer storage or any other media to the extent commercially practicable; and (iii) will return to the other Party or, at the other Party's option, destroy, all copies of the other Party's Confidential Information.

10.4. **Survival.** The termination or expiration of the Agreement shall not relieve either Party of any obligation or liability, nor impair the exercise of rights, accrued hereunder prior to such termination or expiration. Without limiting the foregoing, the provisions of Sections 4, 5, 9, 10.3, 10.4, 11.3, 12, 13 and 14 of this Master Agreement shall survive the termination of the Agreement for any reason.

11. GENERAL WARRANTIES.

11.1. By Blackboard. We warrant that (a) the Software or SaaS Services licensed to you will not contain any Software Errors (as defined above) for one year from its delivery or for the term of the relevant SaaS Services, respectively; (b) we will perform Professional Services and Hosting Services in a professional manner in accordance with industry standards; and (c) we will comply with all Laws which govern the performance of our obligations hereunder. For any breach of a warranty above which you promptly notify of us of in writing, we will exert commercially reasonable efforts to repair or otherwise remedy the non-conformity so that the warranty is materially complied with. With regard to breaches of subsections (a) or (b) above, our remedy may include a code fix, a work around, or other modification. If we are unable to remedy the non-conformity after a reasonable period of time, then YOUR SOLE AND EXCLUSIVE REMEDY shall be: (i) for Professional Services or Hosting Services, to seek a refund of the fees paid for the deficient, un-remedied services; and (ii) for licensed Software or SaaS Services, to seek recovery of direct damages caused by the breach, subject to the limitation of liability below. These warranties by us shall not apply in the event you materially breach this Agreement.

11.2. By Customer. You warrant that: (a) you own or have sufficient rights in and to the Customer Property in order for you and your Authorized Users to use, and permit use of, the Products and Services, including the representations and warranties made above in connection with Proprietary Rights and PII, including Student Data, (b) you will comply with all Laws related to your use of our Products and Services; and (c) the person executing this Agreement has sufficient authority to execute or accept the Order Form and this Agreement on behalf of the Customer.

11.3. Disclaimer of Other Warranties. EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN THE AGREEMENT: (A) THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND OUR LICENSORS AND SUPPLIERS DISCLAIM ALL OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) NEITHER WE NOR OUR LICENSORS WARRANT THAT THE PRODUCTS AND SERVICES WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION; AND (C) WE DISCLAIM ALL REPRESENTATIONS OR WARRANTIES, AND ASSUME NO LIABILITY, FOR ANY THIRD PARTY SOFTWARE OR SERVICES OR FOR THE CONTENT OR OPERATION OF ANY THIRD PARTY WEBSITE (INCLUDING A WEBSITE TO WHICH A LINK IS PROVIDED FROM OUR PRODUCTS AND SERVICES).

12. MUTUAL LIMITATIONS OF LIABILITY.

12.1. Consequential Damages Exclusion. EXCEPT AS EXPRESSLY PROHIBITED BY LAW AND OTHER THAN WITH RESPECT TO A BREACH OF YOUR LICENSE OR CONTENT RESTRICTIONS, AND EACH PARTY'S INDEMNITIES SET FORTH IN THE AGREEMENT, IN NO EVENT WILL EITHER PARTY OR SUCH PARTY'S LICENSORS' BE LIABLE, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY, FOR: (A) ANY LOSS OF BUSINESS, CONTRACTS, PROFITS, ANTICIPATED SAVINGS, GOODWILL OR REVENUE; (B) ANY LOSS OR CORRUPTION OF DATA, OR (C) ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES).

12.2. Mutual Limitations of Liability. EXCEPT AS EXPRESSLY PROHIBITED BY LAW AND OTHER THAN WITH RESPECT TO A BREACH OF YOUR LICENSE OR CONTENT RESTRICTIONS, YOUR PAYMENT OBLIGATIONS, AND EACH PARTY'S INDEMNITIES SET FORTH IN THE AGREEMENT, IN NO EVENT SHALL EITHER PARTY'S OR SUCH PARTY'S LICENSORS' CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO THE AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM, EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE AFFECTED PRODUCTS AND SERVICES DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRIOR TO THE FIRST CLAIM ASSERTED HEREUNDER. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THE AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE OR HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

12.3. Essential Basis. The Parties agree that the warranty disclaimers, liability exclusions, indemnities, fees and limitations of the Agreement form an essential basis of the Agreement.

13. MUTUAL INDEMNITIES.

13.1. Our Indemnity Obligations. If a third party brings a claim, suit, or proceeding against Customer and/or the City of Yonkers or their respective employees, officers, contractors, agents, elected and appointed officials, or assigns (a "Customer Indemnitee") alleging that any Products and Services infringe a U.S. or European patent or a copyright under Law of any jurisdiction in which you are using the applicable Products and Services, or resulting from our gross negligence or willful misconduct, you must promptly notify us in writing and make no admission in relation to such claims. Provided that you have fulfilled all of the foregoing obligations and are not in material breach of the Agreement, we shall at our own expense indemnify, defend, and hold harmless such Customer Indemnitee, and in the above case of alleged infringement, at our own expense and option (a) procure for you the right to use the Products and Services, (b) modify or replace the Products and Services to avoid infringement without materially decreasing the overall functionality of the Products and Services; or (c) refund the applicable fee paid for the applicable Products and Services for the current term and you shall cease using such Products and Services. We shall have the sole and exclusive authority to defend and/or settle any such claim or action and you will provide such assistance as we may reasonably request, at our expense, provided that we will keep you informed of, and will consult with any independent legal advisors appointed by you at your own expense regarding the progress of such defense.

13.2. Exceptions. Where infringement of a patent is caused by the combination of the Products and Services with other hardware, software, communications equipment, or other materials not provided by us (or, in the case of a method claim, additional steps in addition to those performed by the Products and Services), we shall only be obligated to indemnify you if the Products and Services constitute a "material part of the invention" of the asserted patent claim and "not a staple article or commodity of commerce suitable for substantial non-infringing use" as those phrases are used in 35 U.S.C. § 271(c). We shall also have no liability (including indemnification obligations) to you for any claim or action to the extent based upon: (a) any use of the Products and Services in a manner other than as provided in the Documentation or specified by Blackboard, (b) the Customer Property or any other content submitted via your account, (c) your violation of any Law, gross negligence, or willful misconduct; (d) any other party's access or use of the Products or Services with your unique username, password, or other appropriate security code; or (e) any modifications or customization of the Products and Services by any person other than us or a third party authorized by us (any of the foregoing, separately and collectively, "Customer Matters").

13.3. Your Indemnity Obligations. Except to the extent prohibited by Law, including Laws providing for the sovereign immunity of government entities, you shall, at your own expense, indemnify, defend and hold Blackboard and its affiliates, and together their respective employees, contractors, agents, or assigns ("Blackboard Indemnitee") harmless against any losses, damages or expenses (including, without limitation, reasonable attorneys' fees and costs) arising from any claim, suit or proceeding brought by a third party against a Blackboard Indemnitee arising out of a Customer Matter (any of the foregoing indemnifiable matters, each a "**Blackboard Claim**"). You shall have the sole and exclusive authority to defend and/or settle any such claim or action, provided that you will keep us informed of, and will consult with any independent legal advisors appointed by us at our own expense regarding the progress of such defense. We agree (a) to provide you with prompt written notice of any Blackboard Claim and will make no admission in relation to any such alleged infringement, and (b) to provide such assistance as you may reasonably request, at your expense, in order to settle or defend any such Blackboard Claim.

13.4. Exclusive Remedy. EXCEPT FOR SUCH OTHER INDEMNIFICATIONS PROVIDED IN THE AGREEMENT, THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF EACH PARTY, AND THE EXCLUSIVE REMEDY OF EACH PARTY, WITH RESPECT TO CLAIMS BY ANY THIRD PARTY.

14. CONFIDENTIALITY.

14.1. Confidential Information. "**Confidential Information**" means any non-public information disclosed by either Party to the other that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential, including without limitation, information about a Party's business, operations, vendors or customers, and all Blackboard Property and all Customer Property.

14.2. Nondisclosure and Nonuse. Each party receiving Confidential Information agrees not to use such Confidential Information except for the purposes set forth in the Agreement, and pursuant to such use shall disclose such Confidential Information only to those directors, officers, employees and agents of such party (a) whose duties justify their need to know such information, and (b) who have been informed of their obligation to maintain the confidential status of such Confidential Information. Each Party receiving Confidential Information shall treat such information as strictly confidential, and shall use the same care to prevent disclosure of such information as such party 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. Each party acknowledges that it has all requisite authority under Laws to provide the other party with access to Confidential Information.

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

14.4. Terms of Agreement. Except as otherwise provided by Law, neither party shall disclose the terms of the Agreement to any third party; provided, however, that either party may disclose the terms of this Agreement to its professional advisers, or to any potential investor or acquirer of a substantial part of such party's business (whether by merger, sale of assets, sale of stock or otherwise), provided that such third party is bound by a written agreement or legal duty on terms at least as strict as those set out in this section on confidentiality to keep such terms confidential.

14.5. Exceptions to Confidential Treatment. Except with regard to personally identifiable student data of Customer or its authorized users, confidential information shall not include information that: (a) is publicly available or in the public domain at the time disclosed, (b) is or becomes publicly available or enters the public domain through no fault of the receiving party, or its employees, contractors or agents, (c) is rightfully communicated to the receiving party by persons not bound by confidentiality obligations with respect thereto, (d) is already in the receiving party's possession free of any confidentiality obligations with respect thereto at the time of disclosure, or (e) is independently developed by the receiving party. Each receiving 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, (b) to comply with Law requiring such disclosure, or (c) to make such court filings as may be required to establish a party's rights under the Agreement.

14.6. Contact Information. You hereby authorize us 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 us relating to Blackboard-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 you have purchased through us for the purpose of providing those products and services or support or maintenance for the products and services. You acknowledge that you have the right to provide such consent, and we acknowledge that we will not use or distribute the contact information except as explicitly set forth above.

14.7. Account Information; Access Rights. You shall maintain, and shall ensure that your Authorized Users maintain, the confidentiality of all account information (such as login information and passwords) that we provide to you, you provide to us, or you subsequently change to enable access to and use of the SaaS Services or Software or third-party services you access through our SaaS Services or Software. You shall be responsible for preventing any unauthorized disclosure or use of such account information, any ramifications thereof, and for promptly notifying us of any breach of this obligation. You are solely responsible for applying the appropriate level of access rights to Customer Property, including content, and to communications involving the use of the Products and Services. You and your Authorized Users may be required to provide additional information to register and/or use certain Products and Services. We may deny access to any user if we reasonably believe that the account information has been lost, stolen, or compromised.

15. MISCELLANEOUS MATTERS.

15.1. Severability. If any term or provision of the Order Form and this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of the Order Form(s) and this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

15.2. Conflict Resolution. In the event of any controversy or claim arising out of or relating to this Agreement, or a breach thereof, the parties will consult and negotiate with each other and attempt to reach a satisfactory solution. If they do not reach settlement within a period of thirty (30) days, then, upon notice by any party to the other, any such controversy or claim will be resolved in a court of competent jurisdiction located in Westchester County in the State of New York.

The applicable governing Law and place of the arbitration will be as follows: (a) if you acquired these Products and Services in North America or South America, the governing Law is the State of New York; (b) if you acquired these Products and Services in Europe, the Middle East, or Africa, the governing Law is England and Wales and the place of arbitration is London, England; (c) if you acquired these Products and Services in Australia or New Zealand, the governing Law is South Australia and the place of arbitration is Adelaide, South Australia; and (d) if you acquired these Products and Services in a region not otherwise mentioned above, the governing Law is Singapore and the place of arbitration is Singapore.

15.3. Modification and Waiver. No modification, amendment, supplement, or other change to the Agreement will be effective unless set forth in writing and signed by duly authorized representatives of Blackboard and Customer. A waiver of any breach of the Agreement is not a waiver of any other breach. Any waiver must be in writing to be effective.

15.4. Assignment. No right or obligation under the Agreement may be assigned, delegated or otherwise transferred, whether by agreement, operation of Law or otherwise, without express prior written consent of the non-assigning, non-delegating, or non-transferring party, and any attempt to assign, delegate or otherwise transfer any rights or obligations hereunder, without such consent, shall be void. Subject to the preceding sentence, the Agreement shall bind each party and its successors and assigns.

15.5. Notices. Any notice or communication permitted or required hereunder shall be in writing and shall be delivered in person or by courier, or mailed by certified or registered mail, postage prepaid, return receipt requested, and, in the case of notices to us, sent to Blackboard Inc., Attn: General Counsel, 1111 19th Street NW, Washington DC, 20036 or to such other address as shall be given in accordance with this section, and, in the case of you, to the address on the applicable Order Form with a copy of such notice also being sent to the City of Yonkers, Corporation Counsel, One Larkin Center, 4th Floor, Yonkers, New York 10701, and shall in each case be effective upon receipt.

15.6. Export Control. You shall not export or allow the export or re-export the Products and Services, any components thereof or any Confidential Information of ours without our express, prior, written consent and except in compliance with all export Laws and regulations of the U.S. Department of Commerce and all other U.S. agencies and authorities, and, if applicable, relevant foreign Laws and regulations.

15.7. Force Majeure. 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, internet or other telecommunication 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.

15.8. Relationship. Blackboard and Customer and the City of Yonkers agree that Blackboard and its officers, employees, agents, contractors, subcontractors and/or sub-consultants are independent contractors and not employees of Customer and/or the City of Yonkers or any department, agency or unit thereof. In accordance with their status as independent contractors, Blackboard covenants

and agrees that neither Blackboard nor any of its officers, employees, agents, contractors, subcontractors and/or sub-consultants will hold themselves out as, or claim to be, officers or employees of Customer and/or the City of Yonkers or any department, agency or unit thereof. The Order Form(s) and this Agreement shall not constitute the Parties as principal and agent, partners, joint venturers, or employer and employee.

15.9. Entire Agreement. The Agreement, including any Order Forms, constitutes the entire, full and complete agreement between the parties concerning the subject matter of the Agreement and supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties, and the Agreement prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the Parties relating to its subject matter.

15.10. Order of Precedence. In the event a conflict arises between the terms of this Master Agreement and the provisions of the Order Form, Services Guide, or statement of work, the terms of Order Form will govern. No term or provision set forth or cross-referenced in any purchase order or payment documentation will be construed to amend, add to, or supersede any provision of the Agreement.

15.11. Audit. Upon reasonable notice, we shall have the right to audit, at our expense, your use of the Products and Services not more than once per calendar year solely to ensure past and ongoing compliance with this Agreement.

Terms Applicable to Specific Products and Services

In addition to the terms and conditions above, the following terms and conditions apply to the extent that you purchase the below-referenced Products and Services as specified in an Order Form.

16. BLACKBOARD LEARN™

16.1. Grant of License and Test Copies for Self-Hosted Software. Subject to your obligations under the Agreement, Blackboard grants you a non-exclusive, non-transferable, non-sublicenseable, license to install and use one (1) production copy and one (1) Test Copy (as defined below) of the Software for one installation at Customer's Designated Server Site (as defined below) solely in the form of machine-readable, executable, object code or bytecode, as applicable, and solely in connection with providing access to Customer Property, including content, to your Authorized Users and to use the Documentation in support of your authorized use of the Software. You agree not to install or use any Software on any computer, network, system or equipment other than on a Designated Configuration at the physical location where the Software will be installed, as identified in the Order Form (the "Designated Server Site"), except with our prior written consent.

16.2. Test Copies of Software or SaaS Services. Self-hosted Software and SaaS Services licensees are provided one (1) Test Copy of the Software or SaaS Services. If you purchase the Blackboard Managed Hosting Non-Production Test Environment, we will host the Test Copy of the Software for you. A "Test Copy" is a copy of the Software or a sandbox environment for the SaaS Services used solely for non-production testing purposes and is not supported or warranted.

16.3. FTE Definition for Pricing. Unless otherwise specified in the Order Form, for the Learn Products and Services, "FTE" is defined as the number of full-time students plus half of the part-time students enrolled at your institution.

16.4. Higher Education Authorized Users. If you are a higher education institution, an Authorized User means any individual who is a student resident in a degree- or certificate-granting program of yours, prospective student, consortia student registered to take one of your regularly offered courses of instruction, employee (solely to the extent any such employees use the Product and Service for your internal training purposes), trustee, or collaborating researcher of yours or one of such employees. Authorized Users shall also include non-traditional students, including without limitation, faculty, staff, alumni, continuing education students or participants in community outreach or non-degree bearing courses, not exceeding ten percent (10%) of the number of total FTEs specified in the Order Form; provided, however, that Authorized Users shall not include any third party commercial providers without our prior written approval.

16.5. K-12 Authorized Users. If you are a K-12 educational institution, an Authorized User means any individual who is a student, teacher, parent of student, or employee of yours (solely to the extent any such employee uses the Software for your internal training purposes).

16.6. Corporate/Government Authorized Users. If you are a corporate or governmental entity, Authorized User means any individual who is your employee or enrolled in a course of yours or your corporate affiliate.

17. BLACKBOARD COLLABORATE

17.1. Higher Education Authorized Users. If you are a higher education institution, an Authorized User means any individual who is a student resident in a degree- or certificate-granting program of yours, prospective student, consortia student registered to take one of your regularly offered courses of instruction, employees, trustee, or collaborating researcher of yours or one of such employees (including invited third-parties thereof). Authorized Users shall also include non-traditional students, including without limitation, faculty, staff, alumni, continuing education students or participants in community outreach or non-degree bearing courses, not exceeding ten percent (10%) of

the number of total FTEs specified in the Order Form; provided, however, that Authorized Users shall not include any third party commercial providers without our prior written approval.

17.2. K-12 Authorized Users. If you are a K-12 educational institution, an Authorized User means any individual who is a student, teacher, parent of student, or employee of yours (including invited third-parties thereof).

17.3. Corporate/Government Authorized Users. If you are a corporate or governmental entity, Authorized User means any individual who is your employee or enrolled in a course of yours or your corporate affiliate.

17.4. Use Limitations. With respect to your license to use the SaaS Services, your license is solely for the purposes of creating, presenting, hosting, analyzing, viewing and delivering Events (as defined below) to Authorized Users, subject to any limitation of Seats (as defined below) specified in the Order Form. "Event" means a single live broadcast event transmitted over the SaaS Service created and/or sponsored in whole or substantial part by Customer or Customer's employees that is branded under Customer's name. The term "Events" shall include both live and archived Events. "Seat" means each Authorized User served by a stream of digitally encoded data that delivers an Event to such user in the SaaS Service and shall include an Authorized User's access to live Events and archived Events but does not include an access to a downloaded archived Event. A limitation on a number of Seats limits the number of unique Authorized Users of the Service.

17.5. Storage. Your storage capacity ("Storage Capacity") may be limited as specified in the Order Form or support terms of this Agreement. Storage in excess of the Storage Capacity is subject to additional fees and purchase.

18. BLACKBOARD CONNECT, PARENTLINK; MASS NOTIFICATION SERVICES

18.1. Authorized Users; Recipients. Your authorized users are your employees. You will only use the Product and Service to send messages to the number and type of Recipient(s) specified in the Order Form, and to the extent not so specified, as defined below. You will provide all contact data for Recipients (the "Recipient Data"). Unless otherwise indicated on an Order Form, telephone messages may only be sent to telephone numbers from the North American Numbering Plan from the 48 contiguous United States, Alaska and Hawaii, and Canada. Additional charges incurred by the Recipient for messages, including but not limited to text message fees or data fees, shall be payable by you or Recipient. Unless otherwise specified on the Order Form, a "Recipient" shall be the following with respect to each type of customer entity listed:

- **K-12 Institution:** Parents of enrolled students, administrators, students, faculty, staff, and board members of the institution.
- **Higher Education Institution:** Enrolled students, faculty, and staff of the institution.
- **Government:** Households, businesses, and other related individuals within the government entity's jurisdiction.
- **Corporate:** Employees, consultants, contractors, and board members of the corporation.

18.2. Connect with Teacher. Blackboard Connect with Teacher will enable your teachers to send pre-recorded telephone comments to parents of students in a designated language. We will provide support to a designated administrator ("Teacher Champion") at your institution or entity. The Teacher Champion will in turn support the teachers using the Blackboard Connect with Teacher Product and Service.

18.3. Web Portal. If you are a higher-education institution and elect to link to and use the web interface provided by us (the "Web Portal"), you agree that the Web Portal is for the sole purpose of enabling Recipients to update and add their contact information. If you elect to use the Web Portal, we grant for the period of the Term (as defined below) to you a limited non-exclusive, worldwide, royalty-free license to place a digital image of the Blackboard Connect or Parentlink Sign-up Logo, which will be presented to you (the "Image"), on an appropriate page of your Internet site, with a hyperlink to our Web Portal site (the "Link") at <https://portal.blackboardconnected.com/>. You may not use any other trademark or service mark in connection with the Image without our prior written approval. The Link may not be used in any manner to provide a user with access to the Web Portal via any framing, layering or other techniques now known or hereafter developed that permit display of the Web Portal with any materials posted by you or anyone other than us. You may not allow the Image to be linked to any other web site. You may not use the Image in any manner not permitted hereunder, modify the Image, or copy, or create a derivative work from, the "look and feel" of the Image. We will have the right to review all uses of the Image for quality control purposes and proper compliance. We reserve the right to modify permission to use the Image and/or the Link at any time.

18.4. Weather Alerts. If you are purchasing our weather alerts Service, you acknowledge and agree that we are delivering weather information created and provided by a third-party public service, and not by us. Weather forecasting is an inexact science. We shall have no responsibility or liability whatsoever to you or any other person or entity, parties and non-parties alike, for any inconsistency, inaccuracy, or omission for weather or events predicted or depicted, reported, occurring or occurred. **IN NO EVENT WILL WE BE RESPONSIBLE FOR ACTIONS OR LACK OF ACTION TAKEN TO PRESERVE LIFE OR PROPERTY.**

18.5. Representations, Obligations, and Indemnity. You represent and warrant that: (a) you will fully comply with all Laws and contracts in connection with use of Recipient Data, the Product and Service, and with respect to the content and transmission of calls, texts, and other messages ("Messages") sent using the Product and Service, including, without limitation, all federal and state telemarketing-related laws, rules and regulations, the Telephone Consumer Protection Act (47 U.S.C. § 227) and the FCC's implementing regulations (47 C.F.R. § 64.1200) (such laws, rules and regulations, as amended from time-to-time, collectively, the "Telemarketing Laws"); (b) as to each Recipient to be contacted by us on your behalf, you have obtained all consents that may be required by the

Telemarketing Laws and your privacy policies; (c) you will retain documentary proof of such consents for at least five (5) years from the date the Recipient's contact information is provided by you to us; (d) you will suppress and will not provide to us contact information for any Recipient who has registered his or her telephone number on the national Do-Not-Call Registry, any similar state registries or has otherwise indicated that he or she does not wish to be contacted by you or us; (e) you will have in place reasonable safety and emergency response procedures in the event of an emergency (including without limitation, notifying 911 or equivalent, fire, police, emergency medical, and public health, collectively, "First Responder Services") which do not utilize the Product and Service; (f) you will not take actions that will subject Blackboard to any Laws due to the import of Recipient Data; (g) you will provide a reasonable means for Recipients to rescind consent to receive Messages and will not send Messages to Recipients who have opted out of receiving Messages from you; (h) if you purchase data from us, you will only use such data purchased from us to contact individuals pursuant to the use of the Product and Service and are prohibited from downloading or making copies of such data purchased from us if such activity would violate a Law or contract; and (i) where you are providing a Recipient count or other data for the purposes of our Product and Service pricing quotations, such information shall be true and correct. You will designate qualified personnel to act as liaisons between you and us respecting technical, administrative and content matters, and providing accurate and current contact information. We shall have the right to audit your compliance with subsections (b), (c), and (g) above. Failure to comply with our audit requirements is a material breach of this Agreement.

Except to the extent prohibited by Law, including Laws providing for the sovereign immunity of government entities, you agree to indemnify, defend and hold us harmless from and against all claims, lawsuits, proceedings, causes of action, damages, liabilities, losses, judgments, fines, penalties, costs, and expenses (including attorneys' fees) relating to or arising out of your breach of the foregoing representations and warranties, or in connection with any claim or action from a third party that arises from the sending (or inability to send or receive), content, or effects of any Messages you distribute using, or your failure to use, the Product and Service. In connection with such indemnity and defense obligations related to a third party claim, lawsuit, etc., (i) we may participate therein (but not control) through counsel of our own choosing, which participation shall be at our sole expense, and (ii) you shall have the right to not settle any such third party claim, lawsuit, etc. without our prior written consent.

This Section shall survive any termination of this Agreement.

18.6. Emergency & Outreach Messaging. If you are purchasing Messaging restricted by use-case, the following definitions shall apply. An "Emergency" is an incident, situation or natural phenomenon that: (i) is immediately threatening to life, health, property or the environment; or (ii) has caused loss of life, health detriments, property damage or environmental damage; or (iii) has a high probability of escalating to cause immediate danger to life, health, property or environment. An "Emergency Message" is a Message sent to all Recipients in connection with an Emergency. An "Outreach Message" is a Message sent to one or more Recipients for general outreach and informational purposes that is not an Emergency Message.

18.7. Remedies and Disclaimers. Due to the nature of the Connect and Parentlink Product and Service, in the event of the Product and Service's failure to comply with the Agreement, your sole and exclusive remedy shall be to terminate the Service. You acknowledge and agree that the Product and Service is not intended, nor designed, for use in high risk activities, or in any situation where failure of the Product and Service could lead to death, personal injury, or damage to property, or where other damages could result if an error or outage occurred. The parties further agree that, NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THE AGREEMENT, to the extent not prohibited by Law, WE SHALL NOT BE LIABLE FOR ANY DEATH, PERSONAL INJURY, OR DAMAGES ARISING OUT OF OR RELATED TO USE OF THE PRODUCT AND SERVICE. You acknowledge and agree that your primary recourse in the event of any actual or potential threat to person or property should be to contact First Responder Services and that the Product and Service is not intended to replace such First Responder Services, or to be used for communicating with, or replace notification to, or interoperate directly with, such First Responder Services, which should have already been notified and deployed prior to using the Product and Service.

18.8. Training and Testing. Blackboard makes training on the Product and Service available to you, and recommendations for periodic testing of the configurations and operations of the Product and Service for Customer. You acknowledge that taking advantage of such training on a reasonable basis for appropriate personnel and performing such testing is your responsibility, and that failure to do so could result in the Product and Service not functioning as expected.

18.9. Marketing and Political Activities. The applicable Products and Services shall not be used for marketing or political activities.

19. SOCIABILITY & SOCIAL MEDIA MANAGEMENT PRODUCTS

Third-Party Services. You acknowledge that the Products and Services may assist you to access or themselves automatically access, interact with, and/or purchase services from third parties via third-party social media and similar websites or applications (collectively, the "Third-Party Services"). You authorize any such access. Any use of Third-Party Services is governed solely by the terms and conditions of such Third-Party Services (and you shall comply with all such terms and conditions), and any contract entered into, services provided, or any transaction completed via any Third-Party Services, is between you and the relevant third party, and not Blackboard. Blackboard makes no representation and shall have no liability or obligation whatsoever in relation to the content provided to or available at, use of, or correspondence with, any such Third-Party Services or any transactions completed and any contract entered into by you with any such

third party.

20. SCHOOLWIRES TERMS

20.1. License Grant. You shall have a right to use those Schoolwires SaaS Services purchased under an Order Form. Certain SaaS Services may include use of a website or other web-based learning environment which is hosted by Schoolwires (a "Site"). A Site which is built upon the Schoolwires' website and community management system is generally used as a client's primary internet website and additional Sites are typically used as one or more related sub-sites (such as an individual school's website or other secondary website). Where your licensing rights are limited by a specified number of Sites, such limit shall be determined by adding up all of your Sites, including both those that are used as primary websites and those used as secondary websites. In this regard, as used in the Order Form to establish licensing limitations, the following definitions shall apply:

"Channels." A group of one or more closely related FlexSites located within a Site. For example, an "Athletics" Channel may contain FlexSites for various teams such as Varsity Football, Varsity Soccer and Varsity Baseball.

"FlexSites." (Also referred to at times as "Sections"). A connected group of web pages devoted to a single topic or several closely related topics located within a Channel. For example, FlexSites can be used to provide online content for an individual class, club, athletic team and/or district policies. A client's rights of use in the SaaS Services are generally limited by a specified number of FlexSites as specified in the Master Agreement.

20.2. Usage Limitations. Depending on the SaaS Services purchased, your use of the Schoolwires SaaS Services may be limited by bandwidth, storage or other limitations.

20.2.1. Users. Authorized Users of the Schoolwires SaaS Services may only be comprised of students, teachers, administrators, parents, staff and community constituents directly enrolled or otherwise affiliated with your district or institution who you authorize to access and use the SaaS Services in support of your educational operations. However, where you have purchased rights of use in a Site which is designed to display public-facing content, third party visitors may access the screen displays on the Site on a remote, web-enabled basis in order to view the Site content which you have chosen to display to the public.

20.2.2. Purposes. You may only use the Schoolwires SaaS Services in accordance with the uses contemplated in the pertinent Documentation.

20.2.3. User accounts. If you purchase rights of use in Schoolwires SaaS Services which are designed to enable collaborative learning and social networking within a school district, your right to use these SaaS Services shall be limited by a specified number of user accounts. The "user account" limitation shall be specified in the applicable Order form and you shall not be permitted to allow use of the SaaS Services to anyone other than those individual account holders who are specified by name on a list maintained by you, where the total account holders shall not exceed the specified limitation.

20.2.4. Participants and Classrooms. If you purchase rights of use in Schoolwires SaaS Services which facilitate a virtual international classroom exchange program, then your rights of use will be limited to a number of classrooms and associated participants as specified in the applicable Order Form.

20.2.5. Passkey Manager. If your license includes rights of use in the Schoolwires Passkey Manager, then Schoolwires obligations to provide Support therefor shall extend only to the pre-built single sign-on configurations in the forms delivered by us as part of the general release version of this Service. We have no obligation to support for the Passkey Manager in the event that any third party changes their methodology or technology for authenticating their application or website resulting in a disruption of the pre-built configurations provided by us.

20.3. Monitoring the Site. You acknowledge that persons other than our employees, particularly students, may post inappropriate material on, or otherwise interfere with (e.g., by "hacking"), the Site. It may be difficult to determine precisely who took such actions or when they were taken. However, you agree that you are solely responsible and liable for monitoring the Site on a regular basis to ensure that it does not contain inappropriate material and is functioning properly. In the event that you discover any materials that should be removed from the Site, you will do so promptly or, if you cannot do so, will notify us immediately. In no event shall we be liable in any manner or form, or under any theory or cause of action, for inappropriate content or materials posted on your Site unless we post such content or materials.

20.4. Authorized User Requirements. You shall ensure that the computing systems utilized by you and your Authorized Users meet the required browser and other configurations then specified by us (in the Order Form or on our website) as necessary for the operation of the SaaS Services and Site (other than equipment provided by us as part of our hosting obligations). We reserve the right to modify these requirements from time to time and will notify you of any material modifications by e-mail or otherwise.

20.5. Terms of Use and Privacy Policy. Where we provide access to our Terms of Use and Privacy Policy on the Site, you shall not remove, disable, impede access to or otherwise modify them.

20.6. Additional Ownership Rights. In addition to the ownership rights described in the Agreement, we shall own all right, title and interest in all website templates, the design and layout (including the "look and feel") of the Site, the underlying architecture and framework of the Site, and other content or deliverables developed by us for the Site.

21. MOODLE-RELATED PRODUCTS AND SERVICES

Blackboard's Moodle-related Products and Services incorporate the Moodle open-source learning platform ("Moodle CMS"). The Moodle CMS is free and not owned by Blackboard or any of its subsidiaries.

21.1. Authorized Users. Your Authorized Users may not exceed the "Active User Limit" specified in the Order Form. For this purpose, "Active User" means a user who has an account in the Moodle-related Products and Services learning management platform and is also enrolled in a visible course regardless of whether the course is then currently in use by Customer. Suspended users (a user account that is deactivated so that the user can no longer access the system until the account is activated again by the site administrator) or users with all enrollments suspended shall not be included in the Active User count. Authorized Users' use of the SaaS Service may not exceed the scope of these use provisions without the express written agreement of Blackboard and Customer's payment of an additional fee as reasonably determined by Blackboard.

21.2. Certain Customer Responsibilities. Customer is responsible for maintaining the desktop computers of Customer End Users and providing Customer End Users network access to the SaaS Service. Customer shall provide connectivity and security for the Internet for its location(s) for purposes of providing adequate access to SaaS Service hosted at the Moodle-related Products and Services hosting facility. Blackboard shall not be responsible for the reliability or continued availability of the communication lines, or the corresponding security configurations, used by Customer in accessing the Internet to access the SaaS Service. Customer shall provide adequate industry "best practice" standards to ensure reasonable security for integration between applications at the Customer site and the SaaS Service hosted by Blackboard. Customer shall advise Blackboard of any changes to Customer's operations, vendor relationships, primary contact or other information that would require a change in the support, operation or configuration of the hosted SaaS Service. Examples of Customer's responsibilities include but are not limited to the following: (i) staying within allotted storage space; (ii) course creation; (iii) loading and removing courses; (iv) maintaining user information and modification; (v) loading and/or removing users, such as students, teachers, parents and administrators; (vi) building and managing Customer Content; (vii) selecting features and functionality; (viii) determining roles and responsibilities for users, teachers, administrators and parents; and (ix) providing a URL that can be mapped to Blackboard's URL, if so desired.

21.3. Storage. Storage in excess of that listed in the Order Form is subject to additional fees and purchase.

22. MOBILE APPLICATIONS

Blackboard provides software ("Mobile Software") to access many of the Products and Services via a mobile device. The use of Mobile Software is governed by the terms and conditions referenced in the application store (e.g., Apple, Inc. or Google, Inc. app stores) relevant to the Mobile Software except with regard to the collection, use, and deletion of Student Data on your behalf, which is governed by this Master Agreement. Blackboard makes no representation regarding the availability of third-party application stores or the Mobile Software's compatibility with mobile devices.

23. SMARTVIEW™

23.1. Authorized Users; Students. Your authorized users are your employees. You will only use the Product and Service to provide help-desk guidance (including but not limited to guidance on financial aid, student accounts, registration and records) to current and prospective students ("Students"). In addition, if specified on the applicable Order Form, your Students may access the Self-Help portal of the Product and Service.

23.2. Representations and Obligations. You represent and warrant that: (a) you will comply with all applicable Laws, including those regarding Student Data, in connection with your use of SmartView; (b) you will not store any PII within SmartView; (c) you are responsible for communicating any necessary modifications to the Product and Service that arise due to changes in your internal policies or the Law; and (d) following the initial configuration of the Product and Service, you are responsible for any modifications or errors within the workflow routines in the Product and Service. The costs and timelines to complete any requested modifications to the Product and Service must be addressed in a mutually agreed Statement of Work.

Remedies and Disclaimers. You acknowledge that: (a) you are solely responsible for the accuracy of Student Data or content in the Product and Service; (b) the KnowledgeBase in SmartView is for informational purposes only and it is your responsibility to update the KnowledgeBase; (c) your Authorized Users will not provide any financial guidance or advice solely based on the Product and Service; (d) you agree that you are responsible for the actions or inactions of your Authorized Users; and (e) Blackboard shall have no liability associated with the guidance or advice provided to Students by such Authorized End Users. Except to the extent prohibited by Law,

including Laws providing for the sovereign immunity of government entities, you agree to defend, indemnify and hold us harmless 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 the guidance or advice provided to Students using the Product and Service.

ADDENDUM 1 TO THE BLACKBOARD MASTER AGREEMENT FOR ALL PRODUCTS AND SERVICES BETWEEN BLACKBOARD AND CUSTOMER

The purpose of this Addendum 1 is to add the following Section, entitled, Customer Requirements, to the Blackboard Order Form attached hereto:

Customer Requirements:

1. When providing the Services set forth in Exhibit A, Blackboard shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including without limitation, as follows:
 - New York State Education Law;
 - New York State Education Department ("NYSED") requirements, including without limitation, with respect to criminal background checks and finger printing solely with respect to Blackboard employees or agents who are performing services on site and have direct contact with students, and compliance filings and regulations of the Commissioner of Education as applicable to Blackboard's Licenses and Services;
 - The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99);
 - School District policies, practices and procedures to the extent such policies, practices, and procedures do not conflict with this Agreement;
 - All applicable labor law requirements, including without limitation, prevailing wage, posting, training, pay-roll, filings,
 - Title VI of the Civil Rights Act of 1964 as amended and Title VII of the Civil Rights Act of 1968 as amended; and
 - Americans with Disabilities Act.
2. Blackboard understands that in performing its Services to Client he/she/it may have access to confidential information in possession of the Client, including, but not limited to names, facts or information about individuals, students, employees, businesses, families and sensitive, confidential or internal Client matters. It is agreed that the definition of confidential information includes all documentary, electronic or oral information made known to Blackboard through any activity related to this Order Form. In addition to the Confidentiality provisions of the related Agreement, Blackboard agrees not to reveal any confidential information in accordance with this paragraph. Blackboard agrees that if it or one of its employees or agents receives a subpoena for divulgence of confidential information, Blackboard shall notify Client prior to divulging the same. The parties further agree that the terms and conditions set forth in this paragraph and all of its subparts shall survive the expiration and/or termination of this Order Form. Without limiting any of the foregoing statements in this paragraph, Blackboard further agrees, to the extent applicable:
 - a. Not to sell or release a student's personally identifiable information for any commercial purposes;
 - b. Not to use the education records of Client or any student, teacher and/or principal data of Client, as those terms are defined in Education Law Section 2-d, for any purpose other than those explicitly authorized in this Agreement;
 - c. To use reasonable administrative, technical and physical safeguards consistent with industry standards, including but not limited to encryption, firewalls and password protection, to protect the security, confidentiality and integrity of student, teacher and/or principal data of Client while in motion or in the custody of Blackboard from unauthorized disclosure;
 - d. To limit internal access within Blackboard to the education records of Client as well as to the student, teacher and/or principal data of Client to those individuals that are determined to need such records or data to perform the services set forth in this Order Form;
 - e. To not disclose any personally identifiable information to any other party, unless:
 - (1) prior written consent of the parent or guardian or student of 18 years of age or older for the disclosure is obtained; or
 - (2) the disclosure is required by statute or court order and the party provides a notice of the disclosure to the New York State Education Department, Board of Education of Client no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order; or
 - (3) Expressly authorized by the Agreement
 - f. To immediately notify Client in the event that any personally identifiable information of the Client's employees, students or administrators is breached and/or released without authorization; and
- g. Upon termination of the Order Form, Blackboard will destroy or return all such data to Client and will advise Client as to the means chosen
3. In order to comply with the data encryption requirements in NY State Education Law §2-d, Blackboard will be deploying Schoolwires in a cloud hosted solution which will be commercially available on or about July 1, 2016. Customer acknowledges and agrees that any Schoolwires website launched prior to July 1, 2016 must be migrated, at no additional cost to the Customer, to such cloud hosted solution when commercially available in order to comply with the NY State Education Law §2-d encryption standards.
4. In addition to the Confidentiality provisions of the related Agreement, Blackboard acknowledges that federal and state laws protect the confidentiality of personally identifiable information of Client's students, as well as its teachers and principals. Blackboard represents and warrants that any officers, employees or agents of Blackboard, who will have access to student,

teacher and/or principal data of Client, has received or will receive training on compliance with applicable federal and state laws governing confidentiality of such data prior to obtaining access to such data.


5. Blackboard agrees to procure and maintain insurance, or contractually cause a third party to procure and maintain insurance, naming Client and the City of Yonkers ("City") as additional insured (including without limitation, a waiver of subrogation), as more specifically provided and described in the Exhibit entitled "Standard Insurance Provisions," which is attached hereto and made a part hereof as Exhibit "C." The provisions of this paragraph will survive expiration, termination or other cancellation of this Order Form and/or its related Master Agreement.
6. In order to be in compliance with Executive Order No. 6-2013, the Blackboard hereby represents that it, nor any of its principals, have outstanding taxes owed to the City of Yonkers or judgments pending against them, which would render them a "delinquent contractor" under said Executive Order.
7. Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Order Form and related Master Agreement, except in the event that specific third party rights are expressly granted herein. Notwithstanding the foregoing, it is acknowledged and agreed that the City may enforce the terms of this Order Form and related Master Agreement and is hereby deemed an express third party beneficiary hereunder.
8. Pursuant to Article VIII of Chapter 13 of the Yonkers City Code, it is the goal of the City and Client to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the City and Client. Attached hereto and forming a part hereof as Exhibit "D" is a Questionnaire entitled Business Enterprises Owned and Controlled by Persons of Color or Women. Blackboard agrees to complete the questionnaire attached hereto as Exhibit "D," as part of this Agreement.
9. Pursuant to Article VI of Chapter 13 of the Yonkers City Code, no City or Client procuring officer may award or recommend for award any contract not subject to competitive bidding to a party that does not execute a certification in substantially the form attached hereto and forming a part hereof as Exhibit "E" Certification Regarding Business Dealings with Northern Ireland. Therefore, Blackboard agrees, as part of this Agreement, to complete the form attached hereto as Exhibit "E".
10. Blackboard represents that it has completed and submitted, with this Agreement, the Contractor Disclosure Form, which is attached hereto as Exhibit "F". In the event that any information provided in the completed questionnaire changes during the term of this Agreement, Blackboard agrees to notify Client in writing within ten (10) business days of such event. Blackboard shall also have each approved subcontractor complete this questionnaire and shall advise the subcontractor of the duty to report any changes to the information contained therein to Blackboard within ten (10) business days of such event and such information shall be forwarded by Blackboard to Client.
11. Blackboard shall complete Exhibit "G", an executed certificate of compliance with the Iran Divestment Act.
12. This Order Form and related Master Agreement shall not be enforceable until signed by both parties and approved by the Office of the Corporation Counsel. This Order Form and related Master Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECRETARY'S CERTIFICATE

BLACKBOARD INC.


I, Stuart Kupinsky, hereby certify on behalf of Blackboard Inc., a Delaware corporation (the "Company"), that I am the duly elected Secretary of the Corporation, and further certify on behalf of the Company that Teresa (Tess) Frazier, Vice President of Contracts, is duly authorized to execute on behalf of the Company contracts for the sale to customers of any Company products and services, and related documents, certificates and instruments.

IN WITNESS WHEREOF, the undersigned has executed this Secretary's Certificate as of March 3, 2016.

By: 

Stuart Kupinsky
Secretary



District of Columbia: SS
Subscribed and Sworn to before me
this 3rd day of March, 2016


Notary Public, D.C.
My commission expires 11/30/2020

EXHIBIT "C"
STANDARD INSURANCE PROVISIONS
(Contractor)

1. Prior to commencing work, this Contractor shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the School District/the City of Yonkers, as may be required and approved by the Office of Corporation Counsel of the City of Yonkers. The Contractor shall provide written notice of cancellation thirty days prior to cancellation to the policy, notices of same shall be given to the Office of Corporation Counsel of the City of Yonkers by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name this Contractor and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the School District or the City, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the School District or the City, this Contractor shall upon notice to that effect from the City, promptly obtain a new policy, submit the same to the Office of Corporation Counsel of the City of Yonkers for approval and submit a certificate thereof. Upon failure of this Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the City, may be declared suspended, discontinued or terminated. Failure of this Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve this Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of this Contractor concerning indemnification. All property losses shall be made payable to and adjusted with the School District or the City as the Corporation Counsel may direct. It is acknowledged and agreed that the limits of the School District/the City's coverage, as an additional insured hereunder, is the greater of the limits set forth herein or under the policy holder's limits.

In the event that claims, for which the School District and/or City may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due this Contractor until such time as this Contractor shall furnish such additional security covering such claims in form satisfactory to the School District or the City of Yonkers.

2. The Contractor shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Yonkers, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: www.wcb.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of

Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

(b) Employer's Liability with limit of \$100,000.

(c) Commercial General Liability Insurance with a limit of liability per occurrence of \$500,000 for bodily injury and \$500,000 for property damage and general aggregate of \$2,000,000 including the School District and the City of Yonkers, NY as an additional insured. This insurance shall include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-Contractor.
- (iv) Products and Completed Operations.

(d) Where professional services are to be performed under this Contract, this Contractor shall carry Professional Liability Insurance with a minimum limit of liability per claim of \$1,300,000 or a combined single limit of \$3,900,000, with a company or companies licensed in New York State with an A or better Best Rating and in a form satisfactory to the School District and/or the City of Yonkers.

(e) Automobile Liability Insurance with a combined single limit of \$1,000,000. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of this Contractor shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the School District or the City of Yonkers (including their respective officers, elected officials, employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for covered losses covered by the above-described insurance with the exception of professional liability.

(b) With respect to general liability and automobile, the clause "other insurance provisions" in a policy in which the School District and/or the City of Yonkers is named as an insured, shall not apply to the City of Yonkers.

(c) The insurance companies issuing the policy or policies shall have no recourse against the School District or the City of Yonkers (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, this Contractor.

EXHIBIT "D"
**Questionnaire Regarding Business Enterprises Owned
and Controlled by Persons of Color or Women**

As part of the City's desire to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in City contracts, and in furtherance of Article VIII of Chapter 13 of the City Code, completion of this form is required.

The term persons of color means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a) at least 51% owned by one or more persons of color or women; (b) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c) an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and (d) an enterprise authorized to do business in this state which is independently owned and operated.

In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR subtitle N Part 540 et seq., or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

1. Are you a business enterprise which is owned and controlled by persons of color or women in accordance with the standards listed above?

- No
 Yes (as a business owned and controlled by persons of color)
 Yes (as a business owned and controlled by women)

2. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?

- No
 Yes (as a MBE)
 Yes (as a WBE)

If yes, official documentation of such certification must be attached hereto.

3. If you are a business owned and controlled by persons of color, please specify the minority classifications which apply:

4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply:

5. Are you certified with the Federal Government as a small disadvantaged business concern?

- Yes
 No


6. Name of Firm/Business Enterprise: Blackboard Inc.
Address: 1111 19th Street NW, 9th Floor
Washington, DC 20036
Completed By (Print Name/Title): Tess Frazier, Vice President - Contracts
Signature: 

EXHIBIT "E"

CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND

- A. The Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles.
- B. For purposes of this Certification, "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:
- (1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
 - (2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
 - (3) ban provocative religious or political emblems from the workplace;
 - (4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
 - (5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
 - (6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;
 - (7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
 - (8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
 - (9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.
- C. For purposes of this Certification, "Northern Ireland" shall be understood to be the six counties partitioned from the Irish Province of Ulster, and administered from London and/or from Stormont.
- D. The Contractor agrees that the warranties and representation in paragraph "A" are material conditions of this Agreement. If the City receives information that the Contractor is in violation of paragraph "A", the City shall review such information and give the Contractor opportunity to respond. If the City finds that such a violation has occurred, the City may declare the Contractor in default, and/or terminate this Agreement. In the event of any such termination, the City may procure the supplies, services or work from another source in accordance with applicable law. The Contractor shall pay to the City the difference between the contract price for the uncompleted portion of this Agreement and the cost to the City of completing performance of this Agreement either by itself or by engaging another contractor. If this is a contract other than a construction

contract, the Contractor shall be liable for the difference in price if the cost of procurement from another source is greater than what the City would have paid the Contractor plus any reasonable costs the City incurs in any new procurement and if this is a construction contract, the City shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Agreement. In addition, the Contractor may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Contractor, giving the Contractor the opportunity for a hearing at which the Contractor may be represented by counsel. The rights and remedies of the City hereunder shall be in addition to, and not in lieu of, any rights and remedies the City has pursuant to this Agreement or by operation of law or in equity.

Agreed:

Blackboard Inc. Tess Frazuel
(Legal Name of Person, Firm or Corporation)

By: [Signature]
(Signature of Authorized Representative)

Vice President - Contracts
(Title)

Dated: 2/24/16

SWORN to before me this 24th day
of February, 2016
[Signature]
Notary Public

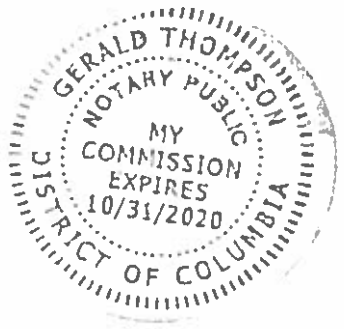


EXHIBIT "F"
CONTRACTOR DISCLOSURE FORM

Instructions: The Contractor Disclosure Form has been developed to collect information from contractors who wish to do business with the City of Yonkers and the Yonkers Public Schools, to ensure that the City of Yonkers and the Yonkers Public Schools are in compliance with all local, county, state and federal mandates.

1. Every Contractor submitting a bid or proposal must complete and return a Contractor's Disclosure Form.
2. The Contractor's Disclosure Form must be complete and notarized. Failure to complete all parts of the Contractor's Disclosure Form will make a bid non-responsive and not eligible for award consideration.
3. In the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a complete Contractor's Disclosure Form.
3. If the Contractor is fully or partially owned by one or more corporations, each Corporation must submit a complete Contractor's Disclosure Form.
4. This Contractor's Disclosure Form need only be filed with the City Clerk's Office, with a copy to Bureau of Purchasing, when submitting a bid for the first time in which this form is required. Any future bid or proposal submitted by the Contractor need only reference its previous submittal, the specification/contract number and the date the form was submitted.
5. Any changes in organizational structure, ownership, ethics compliance or any other material change of the Contractor shall require submission of an amended form within ten (10) working days of the change which shall be submitted to the Yonkers Public Schools, with a copy to the Bureau of Purchasing, citing the contract name/number, if applicable.
7. Providing any false, incomplete or inaccurate information in the Contractor's Disclosure Form will make a bid non-responsive and not eligible for award consideration and may result in fines, penalties and/or debarment from bidding on contracts for a period of up to three (3) years.
8. A contractor shall not perform any work whatsoever without first having submitted a Disclosure Form.

Bid Name/Specifications: Yonkers' website/notification bid _____

Contractor Name: Blackboard Inc. _____

Contractor Address: 1111 19th Street NW, 9th Floor _____

City: Washington _____ State: DC _____ Zip Code: 200036 _____

List of all other Addresses of Contractor: _____

(Assumed Name, if any): _____

Contact Person: Tess Frazier _____

Contractor Telephone No: 800-424-9299 _____

Contractor Fax No.: 866-874-9586 _____

Email Address: tess.frazier@blackboard.com _____

Federal Employer I.D. # or Social Security #: 52-2081178 _____

Supplier is a certified Minority/Women Business Enterprise: MBE ___ WBE ___ Neither X ___

A. DISCLOSURE OF OWNERSHIP INTEREST

All Contractors shall provide the following information with their bid or proposal. If the question is not applicable, answer with "NA." If the answer is none, please answer "none."

Supplier is a (check one): For Profit Corporation Sole Proprietor/Consultant
 Partnership Not-For-Profit Corporation
 Limited Liability Company Other: _____
 Joint Venture

SECTION I. FOR PROFIT CORPORATIONS

a. Incorporated in the State of Delaware _____

b. Corporation in good standing: Yes () No ()

c. Authorized to do business in the State of New York: Yes () No ()

d. List below the names of all Directors and Officers of corporation (or Attach List):

Name (Print or Type) Title (Print or Type) Address

Officer Positions	Officer	Address
President and Chief Executive Officer	William Ballhaus	1111 19 th Street NW, 9 th Floor, Washington, DC 20036
Chief Financial Officer	William Davis	1111 19 th Street NW, 9 th Floor, Washington, DC 20036
Treasurer	Lisa Mayr	1111 19 th Street NW, 9 th Floor, Washington, DC 20036
Secretary	Stuart Kupinsky	1111 19 th Street NW, 9 th Floor, Washington, DC 20036
Assistant Secretary	Samuel Logan	1111 19 th Street NW, 9 th Floor, Washington, DC 20036

e. If the corporation has fewer than 100 shareholders indicate below or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest

N/A _____		

f. Is the corporation owned partially or completely by one or more other corporations? YES () NO (). If "Yes", provide the above information, as applicable, for each of said corporations.

Name (Print or Type)	Address	Federal Employee ID#	Ownership Interest
Blackboard Holdings Inc	1111 19 th St NW	52-2081178	100%

Washington, DC 20036 _____			

SECTION 2. PARTNERSHIPS /LIMITED LIABILITY COMPANIES

a. If the Contractor is a partnership or limited liability company indicate, or attach list, the name, address and ownership interest of each partner or member. Please identify the general partners for limited partnerships and managing members for limited liability companies.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECTION 3. JOINT VENTURES

a. If the Contractor is a joint venture indicate the name, address and ownership interest of each partner. Please attach a copy of the fully executed joint venture agreement.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECTION 4. SOLE PROPRIETORSHIPS / CONSULTANTS

a. If the Contractor is a sole proprietor/consultant, is the Contractor acting in any representative capacity on behalf of any beneficiary? YES { } NO {✓}.

If "YES" complete items b and c of this Section.

b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the name, address of the principal(s) for the agent or nominee holding such interest.

Name(s) of Principal(s) (Print or Type)	Address
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

c. If the interest of a spouse or any party is constructively controlled by another person or legal entity indicate the name, address of such person or entity processing such control and the relationship under which such control is being or maybe exercised:

Name(s) of Principal(s) (Print or Type)	Address	Relationship

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. Incorporated in the State of _____ N/A _____

b. Authorized to do business in the State of New York: Yes () No ()

c. Is corporation a 501(c) 3 organization? Yes () No ()

d. List below the names of all **Directors** and **Officers** of corporation (or Attach List):

Name (Print or Type)	Title (Print or Type)	Address

SECTION 6. LAND TRUSTS, BUSINESS TRUST, ESTATES & OTHER ENTITIES

If the Contractor is a land trust, business trust, estate or other similar commercial or legal entity, indicate the name, address and ownership interest of any representative or entity holding legal title as well as each beneficiary in whose behalf title is held.

Name (Print or Type)	Address	Ownership Interest

B. ETHICS CODE

The Contractor acknowledges that it is familiar with the City of Yonkers Code of Ethics (City Charter Article 1A), as amended from time to time.

1. To its knowledge, the Contractor is in compliance.

2. To its knowledge, the Contractor is **not** in compliance.

Does any individual who is required to be identified (in Part A, Sections 1 through 6 of this form) have any family member (or member of his or her household) who is a present or former employee of the City of Yonkers or a current or former member of the Yonkers City Council? Yes NO .

If "Yes," please provide the name of such person, and explain briefly the relationship and the circumstances below:

C. DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

1. For purposes of this section, "Contractor" means a person or entity who within the past five years has had a Contract or purchase order with the City.

2. Every Contract and/or purchase order must be accompanied by a disclosure statement providing certain information about attorneys, lobbyists, accountants, consultants, subcontractors and other persons whom the Contractor has retained or expects to retain with respect to the Contract or purchase order. In particular, the Contractor must disclose the name of each person, business address, the nature of the relationship, and the amount of fees paid or estimated to be paid. For purposes of this section, "Lobbyist" means any person (a) who for compensation or on behalf of another person undertakes to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

3. The Contractor is not required to disclose the identity of employees who are paid solely through the Contractor's regular payroll.

B. Disclosure

1. EACH AND EVERY attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained by the Contractor with respect to or in connection with the Contract or purchase order should be listed below (attach additional pages if necessary):

Name	Business Relationship	Address	FEIN#

2. This Disclosure relates to the following Contract/purchase order: _____

CHECK HERE IF NO SUCH PERSONS HAVE BEEN RETAINED OR ARE ANTICIPATED TO BE RETAINED:

IF SUCH PERSONS ARE RETAINED, THE CONTRACTOR IS REQUIRED TO FILE AN AMENDMENT TO THIS CONTRACTOR'S DISCLOSURE FORM.

D. WORK RELATED DISCLOSURE

For purposes of this section, "Controlling Person" means an affiliated entity or person who is a director, officer, partner, managing member, proprietor, owner of 10 % or more of voting shares, or any other individual that participates in the policy making, financial decisions or directs operations of the Contractor.

If the answer to any of the following questions is "Yes", please indicate the responding party as either the Contractor or Controlling Person(s).

1. In the past five years, has the Contractor or Controlling Person(s) existed or operated a business under another name?

YES ___ NO X ___

If "Yes", list the name(s) used, description of the business, current status of the business, and years under current ownership.

2. Does the Contractor or Controlling Person(s) own any property within the City of Yonkers? YES ___ NO X ___
If "Yes," please list the address of each property.

3. Has the Contractor or Controlling Person(s) previously performed work for the City? YES X ___ NO ___

If "Yes", please list the date and nature of goods or services provided to the City.

To the best of our knowledge, Customer currently contracts that Blackboard Connect and Blackboard Moodlerooms offerings.

4. In the past five years has the Contractor or Controlling Person(s) rendered goods or performed services for any other governmental agency? YES X ___ NO ___

If "Yes", please list the agency, date and nature of goods rendered or services performed.

Blackboard agreements are subject to confidentiality obligations. _____

5. Pursuant to Executive Order No 6-2013, "delinquent Contractors shall not be deemed responsible bidders for purposes of awarding contract. It is the policy of the City of Yonkers to disqualify persons or business entities which are delinquent in financial obligations to the City or its affiliated agencies, boards or commissions from participating in City contracts and business opportunities." Is the Contractor currently delinquent in its financial obligations to the City or its affiliated agencies, boards or commissioners? YES ___ NO ✓ ___
If "Yes", please attach explanation.

6. In the past five years, have consequential, liquidated or special damages been assessed against the Contractor or Controlling Person(s) upon completion of any governmental agency contracts? YES ___ NO ___
If "Yes", please attach explanation.

7. In the past five years, has the Contractor or Controlling Person(s) defaulted on any indebtedness, judgment, or other financial obligation? YES ___ NO ___
If "Yes", please attach explanation.

8. In the past five years, has the Contractor or Controlling Person(s) been a defendant in a criminal action, or been a party in litigation, or subject to a lien, claim, demand, or judgment, or filed a petition for bankruptcy or reorganization?

YES ___ NO ___

If "Yes", please attach explanation and cite caption, case/docket number and disposition.

Blackboard Inc. has been subject only to litigation claims. Blackboard does not disclose information related to past or present litigation matters. Blackboard can confirm that it has no litigation matter, past or present, pending or threatened that is material to Blackboard's ability to provide the products and services offered to the Customer.

Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.

9. In the past five years, has the Contractor or Controlling Person(s) been sued for failing to pay subcontractors for work performed? YES ___ NO ___

If "Yes", please attach explanation and cite caption, case/docket number and disposition.

10. The Contractor has coverage under or is able to obtain the following insurance policies, as applicable to perform work for the City: worker's compensation and employers' liability insurance, commercial general liability insurance, automobile liability insurance, professional liability insurance, and umbrella/excess liability insurance.

YES ___ NO ___

If "NO", please attach explanation.

If the Contractor is a construction contractor, please complete the following questions:

11. In the past five years, has the Contractor or Controlling Person(s) been investigated or found in violation of Federal, State or Local safety or sanitary laws?

YES _____ NO _____

If "Yes", please attach all violations and state whether the violations caused injuries.

12. In the past five years, has the Contractor or Controlling Person(s) been investigated or found in noncompliance of the State of New York prevailing wage requirements?

YES _____ NO _____ If "Yes", please attach explanation.

13. In the past five years, has the Contractor or Controlling Person(s) been investigated or found in violation of Federal, State or Local Environmental laws or regulations? YES _____ NO _____

If "Yes", please attach explanation.

14. In the past five years, has the Contractor or Controlling Person(s) been involved in a work related accident, including but not limited to automobiles used in the course of business? YES _____ NO _____

If "Yes", please attach explanation.

E. CONTRACTOR CERTIFICATION

A. Contractor

The Contractor certifies that the following is true and correct:

1. The Contractor or any subcontractor to be used in the performance of a Contract or purchase order, or any affiliated entity of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, or any such subcontractor of any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during the period of five years prior to the date of execution of this Contractor's Disclosure Form, or if a subcontractor's affiliated entity during a period of five years prior to the date of award of the subcontract:

- a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Yonkers, the State of New York, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
- b. Agreed or colluded, or convicted of agreeing or colluding with, between or among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. Made an admission of guilt of such conduct described in Section 1(a) and (b) above, which is a matter of record but has not been prosecuted for such conduct.

B. Subcontractor

The Contractor certifies that the following is true and correct:

1. The Contractor has obtained from all subcontractors to be used in the performance of the Contract, known by the Contractor at this time, certifications in form and substance equal to Section G (A) above. Based on such certification(s) and any other information known or obtained by the Contractor, the Contractor is not aware of any such subcontractor, subcontractor's affiliated entity, or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of: (a) any of the conduct described in Section G (A) (1) (a) or (b) or (c) above.

C. Certification Regarding Suspension and Debarment

1. The Contractor certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from any Federal, State or Local department or agency, or the City;
- b. Have not within a five year period preceding the Contract been convicted of or had a civil judgment rendered against them for: the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; a violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in Section G (C) (1) (b) above; and
- d. Have not within a five year period preceding the Contract had one or more public transactions (Federal, State, and Local) terminated for cause or default.

2. If any subcontractors are to be used in the performance of the Contract, Contractor shall cause such subcontractors to certify as to Section G (C) (1) of this Contractor's Disclosure Form.

D. Anti-Collusion

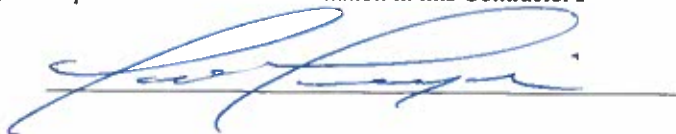
The Contractor, its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Contractor's Disclosure Form.

INCORPORATION INTO CONTRACT DOCUMENT

The above certifications shall become part of any Contract awarded to the Contractor or entered into during the year that this Contractor's Disclosure Form is in effect. Further, the Contractor shall comply with these certifications during the term or performance of any Contract awarded to the Contractor, and any extension thereof.

ATTESTATION CLAUSE

Under penalty of perjury, I certify that I am authorized to execute this Contractor's Disclosure Form on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true. Furthermore, that I have examined this Contractor's Disclosure Form and the answers are true and correct. I have not knowingly omitted any information requested. I understand that records and documents may be requested by the City to verify the information provided in this Contractor's Disclosure Form. I understand that providing any false, incomplete or inaccurate information in this Contractor's Disclosure Form shall make a bid non-responsive and not eligible for award consideration and may result in fines, penalties and/or debarment from bidding on Contracts for a period of up to three years. I understand that providing any false, incomplete or inaccurate information constitutes an event of default under the Contract and may result in termination of the Contract. I understand and agree to pay all costs, fees, expenses, including attorney fees, in connection with any legal action or criminal prosecution as a result of providing false, incomplete or inaccurate information in this Contractor's Disclosure Form.



Tess Frazier

Signature of Authorized Officer

Tess Frazier

Name of Authorized Officer (Print or Type)

Vice President – Contract

Title

2/24/16

Date

State of District of Columbia
County of Washington

Signed and sworn to before me this 24th day
of February, 2016

My commission expires: 10/31/20

Gerald Thompson
Notary Public Signature



EXHIBIT "G"
CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the City of Yonkers receive information that a Bidder/Contractor is in violation of the above-referenced certification, the City will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the City shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The City reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, Tess Frazier, being duly sworn, deposes and says that he/she is the Vice President - Contracts of the Blackboard Inc. Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.


SIGNED

SWORN to before me this 24th day
of February, 2016


Notary Public

