Support Terms
(on Website)

This document describes the support services provided as part of the Blackboard Mobile service and form a part of the Blackboard Mobile contract with each customer. Blackboard reserves the right to modify this document, from time to time, effective five (5) days after such modified document is posted at the relevant link, such posting to constitute effective notice of changes.

Support Services. During the Term, and subject to Customer’s compliance with the terms and conditions of this Agreement, Blackboard will use commercially reasonable efforts to provide technical support consisting of email based support, including reasonable efforts to remedy any documented and reproducible errors and defects in the Mobile Central Service that are submitted via an approved means within the reasonable response and resolution times and updates and releases of the supported Licensed Modules, on a when and if available basis, that Blackboard makes generally available to its licensees.

Outages. Support services for the Central Service do not include outages relating to (i) planned downtime or (ii) any unavailability caused by circumstances beyond Blackboard’s reasonable control including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, computer, telecommunications, Internet service provider or hosting facility failures or delays, and network intrusions or denial of service attacks.

Exclusions. Support does not include any errors or conditions caused by or related to: (i) software defects or design of the mobile device platform or other software or technology not provided by Blackboard; (ii) Customer Systems, including errors resulting from changes in Customer’s information technology systems; (iii) Customer Applications or any other software, technology or modifications not developed by Blackboard; (iv) faulty or corrupted Customer Data; (v) network delays or unavailability including Internet or cellular networks or (vi) failure to install updates promptly after their release, (vii) errors which Blackboard cannot replicate on a supported configuration or (viii) modifications to any aspect of the Mobile Central Service made by any party other than Blackboard or (ix) use of the Mobile Central Service other than as authorized in the Agreement or as provided in Blackboard’s published documentation. Assistance provided by Blackboard, including research of errors, on non-covered conditions may be requested and would be subject to a separate engagement at Blackboard’s standard billing rates. In the case of Upgrades, if Blackboard determines that any Customer Systems or Customer Data are not fully compatible with or do not fully support the operation of the Upgrades, Blackboard shall have no obligation to provide or implement the Upgrades. In no event shall Blackboard be required to provide support services on software or technology not developed by Blackboard.

For any Licensed Platforms, support services relate only to the mobile devices on such Licensed Platforms which are from time to time supported by Blackboard. Support services do not include use of User Software on unsupported devices.

Point of Contact. Only a designated Site Administrator (or a designated backup person who is a trained administrator if the Site Administrator is ill or on vacation) of Customer may contact Blackboard for support or to report errors. Customer shall advise Blackboard of the identity of the Site Administrator. The Site Administrator may be changed by notice given to Blackboard by Customer. The new Site Administrator must complete all appropriate related Site Administrator training as defined by Blackboard, within thirty (30) days of the change.

Severity Levels.
Requests for support will be handled in the order of severity code as follows:

Severity 1
Mobile Central Service is down. System is not functioning, system disabled or non-responsive

Severity Code 1 implies that Mobile Central Service is down and not functioning. Some examples of Severity Code 1 Software Errors are as follows: (i) Mobile Central Service is down for all customers of the service; (ii) all User Software is unable to communicate with the Central Service; and (iii) User Software is generating a data corruption condition which was not caused by Customer Systems.

Severity 2
Mobile Central Service is functioning, but major components are unavailable/usable.
Severity Code 2 implies that the Mobile Central Service is running but you may be unable to use major portions of the User Software. Some examples of Severity Code 2 Software Errors are as follows: (i) an intermittent, critical software error, and (ii) a major functional component is unavailable.

Severity 3
Mobile Central Service is operating close to normal; however minor components are functioning abnormally

Severity Code 3 implies that the Mobile Central Service is operating close to normal but there is a non-critical software error. Severity Code 3 Software Errors may be fixed in future software releases, including Upgrades, Updates or Corrections. Severity 1 and 2 Software Errors will take priority over Severity 3 issues.

Severity 4
Product enhancement request or operational assistance is needed

Severity Code 4 implies that the Mobile Central Service is operating normally but you are requesting functionality that is not currently included in the software or require assistance in operation of the software. Severity Code 1, 2, and 3 Software Errors will take priority over Severity Code 4 cases.

March 2010. These support policies are subject to change from time to time. Capitalized terms which are not defined in these Procedures shall have the meaning ascribed to them in the Customer’s Blackboard Mobile Schedule or Subscription Services Agreement for the Blackboard Mobile Service, as the case may be.
Software Development Kit Terms
(on website)

The following terms and conditions relating to the use of the Blackboard Mobile Software Development Kit ("SDK Supplement") related to the use of the Software Development Kit to supplement Customer’s use of the Blackboard Mobile and Mobile Central Service as provided under the Blackboard Mobile Schedule ("Schedule") or Subscription Services Agreement for the Blackboard Mobile Service, as the case may be (the “Agreement”), between Customer and Blackboard. Blackboard reserves the right to modify this document, from time to time, effective five (5) days after such modified document is posted at the relevant link, such posting to constitute effective notice of changes.

1. SOFTWARE DEVELOPMENT KIT

(a) Software Development Kit. Subject to Customer’s compliance with the terms and conditions of the Agreement including this SDK Supplement, Blackboard grants to Customer a nonexclusive, non-sublicensable and nontransferable license to access and use the Software Development Kit during the term of the SDK Supplement for the sole purpose of developing Customer Applications to be published by Blackboard in User Software to be provided to Customer.

(b) Conditions. Except as expressly permitted herein, Customer will have no right to: (i) transfer, sublicense or otherwise distribute the Software Development Kit, in whole or in part, to any third party; (ii) copy or modify the Software Development Kit, in whole or in part; (iii) lease, lend or rent the Software Development Kit, or use the foregoing to provide service bureau, time sharing, rental, application services provider, hosting or other computer services to third parties, or otherwise make the functionality of the Software Development Kit available to third parties. Customer agrees to use the Software Development Kit and any related services solely for the purposes and in the manner expressly permitted in the SDK Supplement. Customer acknowledges that the Software Development Kit constitute and contain trade secrets of Blackboard and its licensors. Customer agrees not to disassemble, decompile or reverse engineer any Blackboard software, nor permit any third party to do so, except to the extent such restrictions are prohibited by law. In the event that Customer wishes to utilize a third party to develop any portion of the Customer Applications, Customer may provide such third party with access to the Software Development Kit only with Blackboard’s prior written consent and provided such third party has executed an access agreement with Blackboard. Customer will be solely responsible for all costs, expenses, losses and liabilities incurred, and activities undertaken by Customer in connection with developing Customer Applications. Customer shall ensure that Customer Applications are clearly identified as being developed by Customer and do not contain the Blackboard Marks and are not otherwise attributed to Blackboard or its affiliates.

(c) Customer Applications. Customer Applications (i) may use only documented APIs in the manner prescribed by the documentation and not use or call any undocumented APIs; (ii) must not contain any malware, malicious or harmful code, program, or other internal component (e.g. computer viruses, trojan horses, “backdoors”) which could damage, destroy, or adversely affect other software, firmware, hardware, data, systems, services, or networks; (iii) must comply with any applicable Third Party Programs; (iv) must not infringe the rights of any third party, or access or use any third party data without consent and (v) must comply with all applicable criminal, civil and statutory laws and regulations, including all applicable privacy and data collection laws and regulations. Customer Applications must be developed using the development template provided in the Software Development Kit.

(d) Software Development Kit Services. Development of Customer Applications by Customer is optional and if Customer opts to develop Customer Applications, Customer is required to maintain all technical capabilities necessary to develop, support and maintain any Customer Applications for the duration that Customer Applications are in use by End Users. Blackboard has no obligation to provide support for development but may offer limited Software Development Kit resources or services on an as-available basis to assist Customer solely in its efforts to utilize the Software Development Kit. Such services are optional and may be ordered by Customer on an Order Form executed by both parties subject to Blackboard’s applicable fees.

2. PUBLISHING OF CUSTOMER APPLICATIONS

(a) Publishing Option. When Customer determines that a Customer Application is complete and has been adequately tested by Customer, Customer may opt to include Customer Applications in the User Software by utilizing publishing services from Blackboard to incorporate the Customer Applications into the User Software (“Publishing Services”).
Publishing Services may be ordered by Customer via an Order Form executed by both parties subject to Blackboard’s applicable fees.

(b) **Publishing Services.** The Publishing Services are limited to the incorporation of the Customer Application(s) in the User Software upon submission by Customer. Customer may utilize the Publishing Services with respect to up to four (4) Customer Applications during the term of the Customer’s Schedule or Agreement. Should Customer wish to utilize additional Publishing Services during the term of the Schedule or Agreement, such Publishing Services will be subject to additional fees. Any Customer Application(s) submitted to Blackboard for Publishing Services must be submitted by an authorized contact or administrator and are subject to Blackboard’s approval prior to inclusion in the User Software. Publishing Services do not include any testing of the Customer Application or customization services. Blackboard will have no obligation to provide maintenance or support services of any kind for Customer Applications and Blackboard is not responsible for problems in the operation or performance of the Licensed Applications or the Blackboard Mobile or Mobile Central Service caused by software or hardware not provided by Blackboard, including Customer Applications. Publishing Services are subject to availability and must be scheduled in advance.

(c) **Limitations.** If any Customer Application includes any open source software, Customer agrees to comply with all applicable open source software licensing terms and Customer agrees not to use any open source in the development of any Customer Application in such a way that would cause the non-open source portions of Blackboard’s software to be subject to any open source licensing terms or obligations. Blackboard reserves the right to refuse or remove any Customer Application from the User Software for any reason including, but not limited to, for technical quality or risks, or non-compliance with an applicable Third Party Program, applicable laws or regulations, or this SDK Supplement. Customer agrees to promptly provide any information about Customer Applications reasonably requested by Blackboard and that it will not attempt to hide, misrepresent or obscure any features, content, services or functionality in any Customer Application. Customer further acknowledges that availability of certain Customer Applications to End Users is subject to approval by third parties and that such approval beyond Blackboard’s control.

3. **MISCELLANEOUS**

(a) "Software Development Kit" means the development tools designated by Blackboard for use by Customer to develop Customer Applications and any later updates or upgrades thereto including application programming interfaces.

(b) "Customer Application" means an application for use on and in conjunction with iPhone or other mobile devices that is developed by Customer using the Software Development Kit or applications otherwise developed for inclusion in the User Software.

(c) The Software Development Kit is Blackboard Confidential Information and may only be used for Customer’s internal development efforts in accordance with the terms contained herein and may not be posted to any public web site or other public location. Upon termination of the Agreement or these Software Development Kit Terms, Customer must delete all copies of the Software Development Kit and upon request, certify in writing to Blackboard as to its deletion. Customer shall use reasonable efforts to ensure that only its authorized users have access to the Software Development Kit and that if any user’s association with Customer ceases that such user deletes the Software Development Kit and related materials.

(d) Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. This SDK Supplement may be terminated by either party hereunder upon 30 days prior written notice to the other party and shall terminate automatically in the event the Agreement is terminated. This SDK Supplement shall supplement the Agreement and is incorporated by reference therein. Upon termination, Customer shall cease its use of the Software Development Kit and delete all copies thereof and all services provided under this SDK Supplement shall cease.

(e) **License for Marks.** Contingent upon the requirements set forth herein and in the Agreement, Blackboard grants to Customer, for the term of the Agreement, a limited, nonexclusive, royalty-free license to use the "Blackboard®" the "Bb" logo, and "Blackboard Building Blocks™", "Blackboard Developer's Network™", trademarks and trade names, each only in order to show that Customer is a licensed Blackboard Mobile developer and that the Customer Application is compatible with the Blackboard Software (the "Blackboard Licensed Marks"). Customer grants to Blackboard a limited, nonexclusive, royalty-free license to use the following Marks: (1) the Customer's corporate name and/or trade name or Customer Application name, (2) the Customer's logo and/or logo for the Customer Application; and (3) the product name of the Customer Application(s) developed under this Agreement; each only in order to identify Customer Application(s) that are compatible with the Blackboard Software (the "Customer Licensed Marks") and to identify Customer as a licensed Blackboard Mobile developer. Collectively, the Blackboard Licensed Marks and the Customer Licensed Marks shall be referred to as the "Licensed Marks". Each of these two licenses is contingent on the requirements that each Party: (a) does not create a unitary composite mark involving a Mark of the other Party without the prior written approval of such other Party; (b) displays symbols and notices clearly and sufficiently, indicating the trademark status and ownership of the other Party's
Marks in accordance with applicable trademark law and practice; and (c) uses the other Party's Marks in a manner that is consistent with the purpose of the Agreement. In no event shall Customer use the word "Blackboard" in the name of any of its products or services, including, without limitation, the use of "[product] for Blackboard". Each Party acknowledges that its utilization of the Licensed Marks under this Agreement will not create in it, nor will it represent that it has any right, title or interest in or to such Licensed Marks other than the licenses expressly granted herein. Blackboard may, but is not obligated to, list the Customer Licensed Marks on web sites and product marketing materials associated with the Blackboard Mobile service. Neither Party will do anything to contest or impair the trademark rights of the other Party and will comply with such Party's standard trademark usage guidelines as such Party may provide from time to time.