



Order Form

ORDER#	Q-53875	D2L Ltd.
ORDER DATE	June 7, 2023	210 West Pennsylvania Avenue, Suite 400A Towson, MD 21204

CLIENT

McLennan Community College ("Client")
1400 College Drive
Waco, Texas 76708-1498
US

ORDER START DATE	September 1, 2023	ORDER END DATE	August 31, 2028
CURRENCY	U.S. Dollar		

Pricing Summary

ITEM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Pricing Period	September 1, 2023 - August 31, 2024	September 1, 2024 - August 31, 2025	September 1, 2025 - August 31, 2026	September 1, 2026 - August 31, 2027	September 1, 2027 - August 31, 2028
Fees Due	September 1, 2023	September 1, 2024	September 1, 2025	September 1, 2026	September 1, 2027
FTE	4842	4842	4842	4842	4842
Software	\$60,767.10	\$63,805.46	\$66,995.73	\$70,345.52	\$73,862.79
Support	\$16,947.00	\$17,794.35	\$18,684.07	\$19,618.27	\$20,599.19
Total	\$77,714.10	\$81,599.81	\$85,679.80	\$89,963.79	\$94,461.98

Pricing quoted is in U.S. Dollar and does not include applicable taxes. Unless stated otherwise, pricing under this Order is valid for 30 days from the Order Date ("Offer Expiration Date").

If Client exceeds its entitled use under this Order, overage fees shall apply.

In pursuit of D2L's mission to provide its clients with continuous and innovative enhancements to D2L services, over time our fees must increase to cover additional product development expenses associated with improving our services. The fees for the first pricing period shall be invoiced as set out on an Order. Unless otherwise stated, all subsequent pricing periods shall include a 5.00% annual increase ("Annual Increase"). If the inflation rate for United States as published by the World Bank (www.data.worldbank.org) for the most recently reported twelve-month period ("CPI") exceeds the Annual Increase, then the fees for any subsequent annual periods may be increased, instead, by

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applying the applicable CPI rate. Annual fees for any subsequent renewal period(s) may be increased by the greater of 5% or CPI as set out above.



Pricing Details

Software

Brightspace Core

Support

Standard End User Support



Is your organization exempt from sales tax? If yes, kindly attach a copy of your sales tax exemption certificate to this Order Form.

Yes, sales tax exemption certificate is attached

No




SPECIAL TERMS AND CONDITIONS

1. In consideration of Client’s use of Services, Client agrees to be bound by the terms of the agreement between Texas A&M University - Commerce (“Parent”) and D2L with an effective date of February 17, 2017 (“Agreement”) for this Order as well as any subsequent Orders made by Client, unless otherwise expressly stated on such subsequent Order. It is understood between D2L and Client that in order for Client to abide by the terms and conditions of the Agreement (including any future amendments), Client shall obtain a copy of the above referenced documents from Parent. It is further understood that it is Client’s responsibility to obtain the above along with Parent’s consent to leverage the terms of the Agreement for the purpose of purchasing from D2L, and Client represents and warrants to D2L that it has all necessary consents and permissions from Parent; any failure to obtain these shall not lessen Client’s obligations under this Order. Client shall be fully responsible to D2L for any claims by Parent that may arise from Client’s breach of its obligations under this provision. The Client and D2L agree that should the Agreement expire or terminate before this Order has terminated or expired, then all terms of the Agreement shall survive for the purposes of D2L and Client exercising their rights and fulfilling their respective obligations hereunder, and the right to use by Client shall survive termination of the Agreement for the Term set out on this Order. Client shall pay Fees as specified in this Order.
2. The parties hereby agree to extend the Agreement through and until the Order End Date.
3. This Agreement is in accordance with the Master Agreement Number CNR01467 between E&I Cooperative Services and D2L Ltd., with an effective date of August 1, 2018

This Order Form between D2L and Client is governed by the terms of the existing executed agreement between the Parties (“Agreement”), and may be accepted as a binding agreement under the Agreement provided that (a) it is signed and returned, or (b) a valid Purchase Order (“PO”) referencing D2L’s Order # above is provided. Unless otherwise indicated on this Order Form, all other terms of the Agreement remain in full force and effect. No modifications to this Order Form or supplemental terms provided on a PO or similar document will have any binding effect.

This Order Form is valid up to and inclusive of the Offer Expiration Date. D2L reserves the right to accept or reject any signed Order Form after the Expiration Date.

To accept this Order Form, sign here: 

Print Name: Stephen Benson

Date: June 11, 2023 | 3:17 PM EDT