

**Revised Purchase Order****Sales Tax Exemption**

East Texas A&M University is exempt from state and municipal sales taxes under Chapter 20 Title 122A, revised Civil Statutes of Texas, for all purchases made for the exclusive use of East Texas A&M University.

The laws of the State of Texas shall govern this Purchase Order.

Member of the Texas A&M University System.

<b>Purchase Order</b>			
Purchase Order Date	PO/Reference No.	Revision No.	Revision Date
<b>Feb 20, 2025</b>	<b>AB1001346</b>	<b>1</b>	<b>Feb 20, 2025</b>
<b>Contact instructions for questions regarding this Purchase Order:</b> If Buyer Contact information is listed below, please contact the Buyer. If not, please contact the Customer.			
<b>Buyer Contact:</b>			
<b>Buyer</b>	<b>Buyer Email</b>	<b>Buyer Phone Number</b>	
jng - Gossett, Jessica	JESSICA.GOSSETT@TAMUC.EDU	903.886.5220	
<b>Customer Contact:</b>			
Name:		Diana Beeler	
Email:		DIANA.BEELER@TAMUC.EDU	
Phone:		+1 903-886-5715	

**Order acceptance instructions:**

**Vendor guarantees that the products delivered or the services performed as a result of this Purchase Order will meet or exceed all specifications herein. Any exceptions to the pricing or the description contained herein must be approved by East Texas A&M University's Purchasing Department prior to shipping.**

Supplier Information		Delivery Information	
Supplier Name	D2L LTD	<b>Delivery Address</b>	
Address	210 W PENNSYLVANIA AVENUE SUITE 400A TOWSON, Maryland 21204 United States	TAMUS Member:	21-East Texas A&M University (21)
Phone	+1 877-325-7778	Attn:	Diana Beeler
FOB / FREIGHT	Destination	Library	
Pre-Pay & Add	No	Room	
Payment Terms	0, Net 30	2600 S Neal St	
Contract Number - Header	C2018471	Commerce, TX 75428	
Contract Number - Line	<i>no value</i>	United States	
Quote number		<b>Delivery Information</b>	
		Required Delivery Date	
		Ship Via	Best Carrier-Best Way

**Notes to Supplier****PO Clauses**

Header	001	No Collect Freight Charges Accepted	Neither COD nor "Collect" freight or handling charges will be accepted.
	508	Changes must be Approved Prior	Any changes to this Contract without the undersigned Purchasing Agent's prior written approval is not authorized and at the expense of the Supplier.
	509	Cancellation due to Funding	This contract is subject to cancellation without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise not made available to the using Agency.
	522	Governance	Any agreement entered into by East Texas A&M University shall be governed by the laws of the State of Texas.
	525	Best Value Clause	Agency invokes "Best Value" purchase exemption under House Bill 1545.
	536	Terms & Conditions - ETAMU	This purchase shall be in accordance with the East Texas A&M University terms and conditions. To obtain, please go to the following address: <a href="https://www.tamuc.edu/vendor-information/?redirect=none">https://www.tamuc.edu/vendor-information/?redirect=none</a>

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 1	Creator+ with Administrator Support	n/a	YR	36,225.00 USD	1 YR	36,225.00 USD
Total					<b>36,225.00 USD</b>	

Billing Information	Billing Address
<p>To assure timely payment please e-mail invoices to the email provided in the bill to address. If the invoice is sent via email, please do not send a duplicate copy through the mail. Only if email is not an option then submit invoices to the billing address indicated in the "Billing Address" section. To inquire about electronic invoicing via cXML, CSV or PO flip through the supplier portal, e-mail vendorhelp@tamu.edu.</p> <p>Invoice must include the PO/Reference number shown above.</p>	<p>East Texas A&amp;M University</p> <p>***Do Not Mail Invoices***</p> <p>Email invoices to invoices@tamuc.edu</p> <p>PO Box 3011</p> <p>Commerce, TX 75429</p> <p>United States</p>



# Order Form

ORDER#	Q-70491	D2L Ltd.
ORDER DATE	January 27, 2025	210 West Pennsylvania Avenue, Suite 400A Towson, MD 21204

CLIENT

East Texas A&M University ("Client")  
2600 South Neal Street  
Commerce, Texas 75429-3011  
US

ORDER START DATE	February 1, 2025	ORDER END DATE	January 31, 2026
CURRENCY	U.S. Dollar		

## Pricing Summary

ITEM	YEAR 1
Pricing Period	February 1, 2025 - January 31, 2026
Fees Due	February 1, 2025
FTE	9000
Software	\$76,860.00
Discounts	\$-52,164.00
Support	\$11,529.00
Total	\$36,225.00

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 0.00% annual increase ("Annual Increase"). If the inflation rate for United States as published by the World Bank ([www.data.worldbank.org](http://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

# D2L

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

Creator+ (with H5P) (includes 7.5 AI Generations per licensed user)

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### Support

Plus Administrator Support

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### AI Generations

AI Generation means any single request made to D2L Generative AI Services by a user, inclusive of any Input and Output in such single request.



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

Does your organization require a Purchase Order to process payment of this contract? If yes, kindly attach a Purchase Order that references the Order # from page 1 of this document.

- ☐ Yes, Purchase Order is attached.
- ☐ No

SPECIAL TERMS AND CONDITIONS

- 1. For clarity, Creator+ (with H5P) purchased under this Order includes the following H5P allowances:
  - Unlimited authors
  - Drill down reports (learner reporting) for up to 9,000 learners
  - Live engagement tools
  - 7,350 annual credits for AI: Smart importer
- 2. Certain Software and Services under the Agreement may include functionalities that can make predictions, recommendations, decisions, generate text, images, or other media through the use of artificial intelligence models ("D2L Generative AI Services"). By signing this Order, the Client acknowledges and agrees to terms and conditions set out at <https://www.d2l.com/legal/d2l-generative-ai-services-terms/> as they relate to D2L Generative AI Services under the Agreement.

The parties hereby agree to extend the Agreement through and until the Order End Date.

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:

Signed by:



DB36324B950842D...

Print Name: Travis A. Ball

Date: January 30, 2025 | 1:43 PM CST