Blackboard

**AMENDMENT TO THE BLACKBOARD PREPAID CAMPUS CARD SERVICES SCHEDULE DATED MARCH 30, 2015
BETWEEN BLACKBOARD INC. AND SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT**

This Amendment to the Blackboard Prepaid Campus Card Services Schedule, dated March 30, 2015 ("Agreement") between Blackboard Inc. ("Blackboard") and San Mateo County Community College District ("Customer") is made as of the last signature date below ("Amendment").

The purpose of this Amendment is to revise and add Direct Paper Check provisions to Customer's existing Schedule.

The parties hereby agree to the following terms regarding the use of the Blackboard Software by Customer. The following sections of the Agreement are modified as follows:

1. The following shall be added to Section A. Product and Pricing Summary:

Product Description	Product ID	Qty	Units	Initial Term Fee
BBPAY CHECK DISBURSEMENT	PAY-CHECKDISB	1	EA	$ 1.35/Paper Check
BBPAY STALE DATE CHECK	PAY-STALEDATECK	1	EA	$ 15/Occurrence
BBPAY STOP PAYMENT	PAY-STOPPAYMT	1	EA	$ 15/Occurrence

2. New Sections 1.24 entitled "Bank" and 1.25 entitled "Direct Paper Check" are hereby added per the following:
    1.24 "**Bank**" means the federally- insured depository institution that holds a Corporate Funding Account ("CFA"), which is a sub-account, residing within a Bank-owned pooled custodial account established for the benefit of various entities into which institutional funds for the benefit of Customer and Cardholder may be transferred, via wire transfer or ACH and from which funds can be immediately disbursed at the Customer's direction and transferred to the account of a Cardholder.
    1.25 "Direct Paper Check" means a written order to a bank to pay the amount specified from funds on deposit. **"Direct Paper Check Disbursement Functionality"** means that functionality described by the same name in an Exhibit to this Blackboard Prepaid Campus Card Services Schedule.

3. A new Subsection (vii) is hereby added to the end of Section 3.2. Interface per the following:
    (vii) any other Enrollment Data required by Program Manager to comply with Applicable Law.

4. A new Section (g) is hereby added to Section 3.4 Customer Compliance per the following:
    (g) Customer shall be responsible for disbursing credit balances to Participating Students who have stale checks, which means a paper check that has not been cashed or deposited within 180 days of being printed.

5. A new Section 3.19 entitled Direct Paper Check Disbursement Functionality is hereby added per the following:
    3.19 Direct Paper Check Disbursement Functionality. If Direct Check Disbursement Functionality is included in the Order Form, then Customer shall be responsible for and agree to (a) disburse credit balances to Participating Students who have stale checks; (b) pay Blackboard for fees incurred for paper check disbursements, stop payments and stale checks; and (c) in the event Customer charges Participating Students any fees in connection with the various check offering, notify Participating Students accordingly.

6. The first sentence in the opening paragraph of Exhibit A- Program I- Reloadable Accounts is hereby replaced with the following:
    The Money Network Institutional Disbursement Solution enables students to receive, access and manage funds (such funds are referred to herein as "Institutional Funds Disbursements" or "IFD") on a MasterCard branded prepaid debit card, via ACH to a student-designated domestic bank account, or via a Direct Paper Check directly to the student.

7. The following is hereby added to end of the Exhibit A- Program I- Reloadable Accounts:
    If Customer purchases Direct Paper Check Disbursement Functionality and if a student selects a Direct Paper Check, Money Network will mail such check to the student's address on file. Additionally, Direct Paper Check Disbursement Functionality may include the following features:
    (a) Issuance of Direct Paper Checks to Participating Students who elect to receive Direct Paper Checks or fail to make a selection by the date financial aid is to be distributed to the students;
    (b) Printing and mailing paper checks to Participating Students, who elect to receive paper checks;
    (c) The option for Customer to stop payment on a Direct Paper Check;
    (d) Automated reports provided to Customer regarding the aging and status of stale Direct Paper Checks, which means a Direct Paper Check that has been printed but not deposited within 180 days of being printed; and
    (e) Update the Customer account with Direct Paper Check disbursement information.

8. The first sentence in the opening paragraph of Exhibit B- Program II- Non-Reloadable Accounts is hereby replaced with the following:
    The Money Network Institutional Disbursement Solution enables college students to receive access and manage Institutional Funds Disbursements on a MasterCard branded prepaid debit card, via ACH to a student-designated domestic bank account, or via a Direct Paper Check directly to the student.

9. The following is hereby added to end of the Exhibit B- Program II- Non-Reloadable Accounts:
    If Customer purchases Direct Paper Check Disbursement Functionality and if a student selects a Direct Paper Check, Money Network will mail such check to the student's address on file. Additionally, Direct Paper Check Disbursement Functionality may include the following features:
    (a) Issuance of Direct Paper Checks to Participating Students who elect to receive Direct Paper Checks or fail to make a selection by the date financial aid is to be distributed to the students;
    (b) Printing and mailing paper checks to Participating Students, who elect to receive paper checks;
    (c) The option for Customer to stop payment on a Direct Paper Check;
    (d) Automated reports provided to Customer regarding the aging and status of stale Direct Paper Checks, which means a Direct Paper Check that has been printed but not deposited within 180 days of being printed; and
    (e) Update the Customer account with Direct Paper Check disbursement information.

<SIGNATURE BLOCK ON FOLLOWING PAGE>

All other terms and conditions remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the last date written below.

BLACKBOARD   **CUSTOMER: San Mateo County Community College District**

Signature	**Date**	**Signature**	**Date**

Tess Frazier, Vice President

Print Name and Title	**Print Name and Title**