D2L Ltd. Proposal to University of Oregon
(PCS# 250000-0011-RFP)

November 15, 2013
As part of Desire2Learn Incorporated’s family of companies, D2L Ltd., the proposing entity, draws upon the experience, values and expertise of its parent company and shares this with clients throughout the United States. For consistency and clarity throughout this proposal, the collective of both Desire2Learn Incorporated and D2L Ltd. is referred to as “Desire2Learn.”
University of Oregon
Purchasing and Contracting Services
720 East 13th Avenue,
Suite 302 Eugene, OR, 97401
submit1@uoregon.edu

Re: D2L Ltd. Proposal to University of Oregon (PCS# 250000-0011-RFP)

Thank you for providing us with the opportunity to demonstrate how the Desire2Learn Integrated Learning Platform aligns with your objective to implement a flexible and efficient turnkey enterprise level learning tool that will integrate with your existing technology and support your faculty and students in their lifelong learning journey.

Desire2Learn Incorporated (the parent company of D2L Ltd.) is one of the fastest growing providers of enterprise eLearning solutions, and our integrated learning platform is a proven and reliable solution that is being used by Portland State University and other institutions of similar size and structure as University of Oregon (henceforth referred to as UO). We have a global presence serving higher education, K-12, corporate and government institutions and associations that continues to grow. We are focused on breaking down the barriers to learning, and we believe that technology is not really useful unless it connects people. With that belief driving us when we develop our products, we are looking to create a more personalized experience that engages, inspires, and enables people to achieve their potential, no matter where they might be on their learning journey.

Desire2Learn’s Learning Environment can help you accomplish your objectives by providing a:

- **Reliable, Flexible, Scalable, and Robust** solution that can operate and support varying semester schedules within one instance of the Learning Environment.
- **Easy to Use and Manage** solution that will require minimal training.
- **Cloud (ASP/SaaS) or On-Premise (locally hosted) solution**
- **Device Agnostic** solution allowing for access from any device or browser.
- Solution which **Integrates** with your existing SIS as well as your Active Directory/LDAP
- **Accessible** solution that supports accessibility standards, including closed captioning.
- Ability to easily **migrate** existing content from BlackBoard into Desire2Learn.

We appreciate your consideration of our proposal and look forward to building a strong partnership between our organizations. If you require any further clarification or have additional questions, please contact us directly.

Kind regards,

Wendy Brown
Senior Enterprise Sales Executive | West NA Sales
D2L Ltd.
1.519.772.0325 x 6342 | Wendy.Brown@Desire2Learn.com
EXECUTIVE SUMMARY

Higher Education institutions at the leading edge are those that remain relevant and competitive by encouraging students to continue to grow and mature in their use of technology, not just for entertainment but for educational purposes. Desire2Learn offers the most innovative, mobile, social, intuitive, and personalized set of tools and resources available to engage the student and shape the learning experience in Higher Education. We are dedicated to offering institutions like UO innovative technologies that will help you create an intellectually vibrant campus that benefits students, faculty, administration, and executives while advancing the goals of the institution.

We Understand Your Requirements!

The products and services proposed to UO have been thoughtfully selected to address the important needs you have outlined within your RFP. We are confident that we can help you satisfy your eLearning requirements today and well into the future by specifically addressing the areas you have identified as priorities.

PROVEN TECHNOLOGY THAT WORKS

Our simple navigation and user-centric design allows instructors to learn the system quickly and supports all modes of instructions including classroom, hybrid, partially online and fully online. The short learning curve means that instructors have more time to do what they do best: Teach!

PROMOTE THOUGHT LEADERSHIP AND CREATIVITY

Desire2Learn is dedicated to collaborating with organizations like UO who are committed to shaping the vision of eLearning for tomorrow. One way we facilitate this is by participating in thought leadership activities throughout the year including:

- **FUSION Leadership Program** | Desire2Learn brings together executives from all markets that we serve, to discuss timely and important issues at our annual user conference. At this year’s FUSION, we will offer Vision Tracks – sessions that explore exciting points of view on current and impactful topics, such as Flipped Classrooms and Analytics.
- Desire2Learn publishes white papers on topics such as ePortfolios, Academic Analytics, How to Implement a New LMS, Academic Continuity, Disruptive Technology, Learner Centered Learning, Student success Systems, and more. Upcoming publications include topics such as gamification, ePortfolio Best Practices, and Shared Services to name a few.
- Desire2Learn conducts webinars on timely and important issues, and is an active participant and leader in blogs, tweets and Facebook.
- Desire2Learn facilitates Executive Roundtables at leading conferences throughout the year.

INDUSTRY STANDARDS THAT PROMOTE SHARING

Desire2Learn Learning Suite supports the IMS LTI v1.1.1 (formerly IMS Basic LTI) standard so UO can easily integrate Desire2Learn solutions with other third party vendors who also support the IMS LTI v1.1.1 standard. With our comprehensive tool set, instructors can build courses quickly, link with internal and external open educational resources, including content from most major publishers.
CLEAR COURSE MIGRATION PATH

We realize that course migration is one of the biggest concerns for an organization selecting a new eLearning Platform. Desire2Learn has extensive experience in course and data migration from Blackboard as evidenced by our implementations. Through our bulk course import utility, thousands of courses at a time can be migrated into Desire2Learn. The best part is that this tool is provided to our clients at no cost.

INCREASE ACCESSIBILITY

Desire2Learn is accessible not just on any device and on any browser, but furthermore, nothing goes out without hands on involvement, review and scrutiny from our accessibility team. In July 2013 Desire2Learn was awarded the Dr. Jacob Bolotin Award for our contributions toward achieving the full integration of the blind into society. Additionally, the Desire2Learn was awarded the Nonvisual Accessibility Gold Certification in recognition of our software meeting the highest standard of accessibility. Please find our Voluntary Product Accessibility Template (VPAT) documentation included with our response to demonstrate our substantial conformance to key accessibility standards.

SECURITY & PRIVACY

Our application security approach is based on the web application vulnerabilities published by the Open Web Application Security Project (OWASP). Desire2Learn understands the importance of regulatory compliance with respect to the security and privacy of information. Desire2Learn complies with the prohibitions under FERPA: we do not disclose any information to anyone except to those that our client-schools authorize, and those people are internal only. We have made significant engineering efforts in engineering our offerings to address HIPAA type concerns. Among those, our solutions have been engineered to address privacy based elements controlled by your system administrator.

Solution Overview

Desire2Learn Learning Suite is a tightly integrated suite of products that provide a seamless experience for creation, delivery, and management of courses, allowing users to collaborate and connect around content and activities. From simple to sophisticated, Desire2Learn supports a variety of learning settings limited only by the vision of the educational institution.

The Desire2Learn Learning Platform represents the foundation of the eLearning Suite including the infrastructure for all products and services. As the individual products share a common architecture, they integrate seamlessly to provide maximum value to clients.

Proposed Products for University of Oregon

In support of the proposed engagement Desire2Learn is recommending the following products to meet UO stated requirements:

DESIRE2LEARN LEARNING ENVIRONMENT (PROPOSED)

Desire2Learn Learning Environment is used by millions of learners for online, blended, or hybrid learning programs. An innovative combination of best-of-breed teaching and learning tools, built in accessibility adherence, powerful measurement and assessment options, and standards-based technology,
Desire2Learn Learning Environment continues to redefine what a learning management system should be.

Our newest October release includes:

- Deeper engagement through learner and instructor sharing and collaboration with Wiggio
- Putting the right content at the learners’ finger tips with Desire2Learn Binder™ and Binder Shop
- Taking social and experiential learning everywhere with Mobile ePortfolio
- Redefining the Massive Open Online Course (MOOC) model with Open Courses
- Hundreds of fixes and enhancements around quality and usability

Desire2Learn mobile solutions (included/optional)

Desire2Learn understands that learning is not confined to the classroom. Extending access to mobile devices provides resources, services, course information and interaction to both learners and faculty where and when it’s convenient. Our mobile solutions offer individuals and institutions the flexibility to select the products that best meet their needs. Our mobile solutions include:

**Desire2Learn Mobile Web** | This feature is included with Desire2Learn Learning Environment at no additional cost. Desire2Learn Mobile Web allows users to access course tools such as News, Content, Calendar and Grades in formats optimized for mobile web browsing, and interact with other users through discussions.

**Desire2Learn Assignment Grader** | This free mobile application integrated with Learning Environment, allows instructors and educators to take their entire launched collection of learner-submitted digital assignments anywhere they want and grade them from the convenience of an iPad® device. Desire2Learn Assignment Grader can help shorten turnaround times for providing grades and feedback as well as increased learner engagement by providing written, audio and/or video commentary.

**Desire2Learn Binder** | Desire2Learn Binder is a powerful and intuitive document reader that enables you to interact with PDF, Microsoft® Office files and much more, right on your tablet.
device. Equipped with essential annotation and organization tools, Desire2Learn Binder helps you get the most from the learning experience whenever and wherever convenient. For more information regarding Desire2Learn Binder, please visit http://www.desire2learn.com/products/mobile/binder/.

**DESIRE2LEARN CAPTURE (OPTIONAL)**

Desire2Learn Capture empowers presenters to go beyond simply communicating, so that audiences can connect like never before. Our portable and fully-automated room and mobile capture solutions cost less and do more, allowing you to capture and effortlessly deliver a synchronized audio, video and presentation rich media experience. We also offer a personal webcasting offering as well as support for shared console PC in a classroom.

**DESIRE2LEARN ePORTFOLIO (OPTIONAL)**

Desire2Learn Learning Environment already includes functionality that other LMS providers might refer to as an electronic portfolio. Some of our clients use our standard Locker, Blog, and Profile tools together as an ePortfolio solution. Should you want to move beyond a shared workspace and into a true showcase for learners and instructors, consider optional Desire2Learn ePortfolio.

Desire2Learn ePortfolio is an enterprise offering supporting user-centric learning processes through goal setting, capturing learning experiences, and organizing learning evidence. It enables learners to synthesize learning, share ideas, give and receive feedback, and showcase their achievements and capabilities.

**DESIRE2LEARN INSIGHTS™ (OPTIONAL)**

Through a powerful collection of high-performance reports, advanced data visualization, and predictive analytic capabilities, Desire2Learn Insights enables institutions to discover rich and meaningful insight about the integrity of their learning environment. Desire2Learn Insights is designed to synthesize datasets as diverse as risk assessment, engagement metrics, competencies and grade achievements. This allows for well-informed decisions when crafting strategies intended to address quality of program design and delivery, course performance, or changing learner needs.

**Student Success System™**

The Student Success System, an early intervention system, part of Desire2Learn Insights that empowers institutions with predictive analytic tools to improve student success, retention, completion, and graduation rates. Student Success System uses statistical analysis to generate predictive models that enable UO to identify at-risk students and intervene appropriately to improve their rate of success and increase institutional effectiveness.

**DESIRE2LEARN LEARNING REPOSITORY (OPTIONAL)**

Desire2Learn Learning Repository enables our clients to effectively manage and share learning resources. Enhanced usability and features allow institutions to manage their learning objects with ease, all in a standards-based tool, with full-text search capability and easy integration with other content repositories like libraries.
Proposed Services for University of Oregon

We work with our clients in a variety of ways, whether they are setting up an online learning program for the first time, making the switch from another system, or evolving to meet the growing demands of learners and the adoption of new technologies.

The Desire2Learn services spectrum allows you to leverage our internal teams’ industry knowledge and product expertise to meet your unique needs and objectives.

We suggest the following services for your implementation:

IMPLEMENTATION & CUSTOMIZATION SERVICES (PROPOSED)

Desire2Learn recognizes that organizations look for much more than a stand-alone learning management system. Our Implementation Services team works closely with clients to setup and ensure a seamless integration of Desire2Learn Learning Suite with your existing IT investments. Our team is committed to working with you through each phase of your project, from planning through to post-implementation follow-up, to ensure success. Delivery services include:

- Implementation project management
- Course conversions
- Learner Information System (SIS) Integration (additional fees apply)
- Authentication integration (LDAP/AD/SSO/Shibboleth/etc. – additional fees apply)

SUPPORT AND CUSTOMER SERVICES (PROPOSED)

We take pride in building lasting relationships with our clients and always ensure that every possible measure is taken to exceed expectations. Our highly trained and friendly help desk professionals ensure that your inquiries and needs are dealt with in a fast and efficient manner. Our Support Team applies effective problem management by reviewing all incidents and identifying areas of improvement to ensure reliability.

TRAINING SERVICES (PROPOSED)

Desire2Learn offers a broad range of online, face-to-face and self-directed training services for all levels and roles of users. Our training programs are geared to your needs and are adaptable to a variety of delivery methods. From “how to” training related to the basic functionality of Desire2Learn products to instructional design training related to the development of more effective online courses, we will help you achieve your goals. We provide a wide range of training topics and will also work with you to develop and design a customized training approach as required.

DESIRE2LEARN CLOUD OFFERING (OPTIONAL)

We are one of the largest SaaS eLearning platform providers for education with almost 90% of our clients harnessing the Desire2Learn Cloud environment. We are investing millions into our Data Centers to add resiliency and provide the uptime our clients expect. The Desire2Learn Cloud environment can be counted on for highly-reliable uptime, data protection, and the ability to accommodate high loads as well as growth. Our technology is load-tested to the level of over a million users, and has proven its scalability over time.
Our education partners, some with 3, 5 or even 10 year agreements, have helped us mold and shape the features, functionalities, security, accessibility, and scalability of the product. For this reason, higher education institutions large and small have selected Desire2Learn as their learning platform partner and put their trust in us year after year.

Hear what our clients have to say about their experience with Desire2Learn by visiting our corporate website: http://www.desire2learn.com/.

**Low Total Cost of Ownership**

By leveraging the full capabilities of Desire2Learn Learning Environment with other Desire2Learn Learning Suite products mentioned in our submission, Professional Services offerings, and value added services UO will have an unprecedented teaching and learning foundation. Desire2Learn’s total cost of ownership benefits include:

- Scalable for single instance, multi-tenant environment – proven in multiple large/complex installations and state-wide deployments (no loss of autonomy for individual stakeholders)
- The possibility to save faculty time in course operations
- Full solution in core LMS including ePortfolio “lite”, centralized content management, mobile ready, course analytics & reporting
- Approximately 1,000 feature enhancements per year included with new releases performed by Desire2Learn implementation specialists

**Summary**

Desire2Learn can help you put flexible learning tools into the hands of your learners when, where and how it meets their needs best, all while helping your faculty achieve their academic objectives and priorities. Equipped with meaningful data and insights, our combined offering will help you drive improved outcomes such as better grades, better student retention and higher graduation rates.
SECTION 2 – SCOPE OF SERVICES

As part of its goal to integrate services and resources, University requires an LMS with the following minimum characteristics to meet its needs:

2.1.1. A proven LMS that is in production in medium to large university settings, supporting multiple modes of instruction (classroom, hybrid, partially online, fully online) and has the capability of supporting the future growth and needs of University;

DESIRE2LEARN RESPONSE

Yes, Desire2Learn provides a proven learning management system that has continually demonstrated the ability to support the growth and instruction needs of medium to large universities. In higher education, institutions need a scalable, mission-critical solution that is reliable and predictable. Our dedication to standards is to improve accessibility and extensibility of our product in order to allow the flexibility that educators need to continue their creative endeavors, and also the control and stability that administrators need to ensure they can support their users and budget effectively.

Desire2Learn works with a rapidly growing list of leaders in higher education. Our clients include hundreds of different colleges, institutions, universities and consortiums throughout North America and around the world, ranging from small programs to large consortiums of campuses. They are relying on the Desire2Learn technology for mission-critical on-campus learning, distance and continuing education, learning object repositories, faculty collaboration, sharing of best practices in online education within user communities, and much more. Desire2Learn is here to assist and support UO in any way we can.

For a list of our higher education clients, please visit http://desire2learn.com/markets/who-uses-desire2learn/?vertical=HE.

Learning Modes

In addition to fully online classes, Desire2Learn Learning Environment also supports blended and hybrid delivery models. Whether UO’s educational delivery involves a hands-on, audio-visual, group, special needs, or holistic approach, Desire2Learn’s Learning Suite supplies the tools to design and construct UO’s course architecture in combination with classroom instruction.

Desire2Learn Learning Environment is highly customizable to UO’s look and feel, vision and mission with extensive monitoring and reporting capabilities. It also features extensive import tools that easily incorporate course content from other learning suites, including those based on IMS and SCORM, as well as from Excel® spreadsheets. This enables instructors to consolidate all their learning materials and grading sheets into one secure location for reference, sharing, and development.

With Desire2Learn Learning Environment, class notes, files, presentations, and audio and visual material can be archived online for secure, easy, always accessible review. Classroom discussions can seamlessly transfer into the virtual environment using Desire2Learn Learning Environment communication tools which enable classmates and instructors to create discussion groups, study groups, blogs, collaborate on projects or simply arrange times to meet. Additionally, course facilitators can easily interact with students through various channels, provide additional information and resources, as well as create learning objectives, quizzes, and rubrics to monitor student success and class comprehension.

Desire2Learn creates products and services in collaboration with client input to ensure they reach their unique teaching requirements and potential through their specific blended delivery model. Desire2Learn
believes that collaboration, innovation, and long-term relationships are the keys to unlock UO’s limitless eLearning potential.

2.1.2. An LMS that follows current industry standards in its development to facilitate interoperability, including but not limited to LTI-compliance;

DESIRE2LEARN RESPONSE

Yes. Desire2Learn is unwavering in our commitment to all applicable industry standards. We are proud to be one of the first academic CMS/LMS to be SCORM certified. We believe in open enterprise architectures to ensure we have the ability to integrate with other tools and systems, and to ensure our clients’ content is stored in a format that is portable and readable by other technologies and systems. Desire2Learn adheres to the following standards:

- SCORM: 1.2 RTE 3, 2004 Certification with logos
- IMS: IMS-CP, IMS-Enterprise IMS-RDCEO, IMS-QTI, IMS-CC, IMS LTI v1.1.1 and others¹
- IEEE: IEEE-LOM, Learning Object Standards for Metadata Profiles
- Metadata: Dublin Core, CanCore, GEM (metadata)
- OAI-PMH - Open Access Initiative protocol for metadata harvesting
- Web: HTML, XML, REST

SCORM incorporates the AICC specification via the IEEE Data Model and AICC API Standards to which Desire2Learn is fully SCORM conformant, and we support both the data model and the API standards. Of particular note is that Desire2Learn is the demonstration platform for SCORM at the ADL Academic colab, and SCORM-School is taught online using Desire2Learn Learning Environment. If necessary for your review, we invite UO to verify our conformance to the IMS standard at the IMS website (http://www.imsglobal.org/cc/statuschart.cfm).

Our registration numbers are listed below:

<table>
<thead>
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<th>Product</th>
<th>Registration Number</th>
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<tbody>
<tr>
<td>Learning Environment v8.4.2</td>
<td>IMSA3B1dn2010W1</td>
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<tr>
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</tr>
<tr>
<td>Learning Environment v9.2</td>
<td>IMSA3B1dn2011W3</td>
</tr>
</tbody>
</table>

¹ Desire2Learn is also directly involved in the leadership of the IMS: Jeremy Auger, Desire2Learn’s Chief Technology Officer & EVP, is an elected member of the IMS GLC’s Board of Directors and serves to represent the membership as a whole and its diverse interests.
Desire2Learn is dedicated to making our products accessible to all. Our approach to accessibility is through both standards adherence and functional accessibility assessment. Our accessibility program is well-integrated within our engineering lifecycle — so you can rest assured that the system will evolve in an accessible manner.

Desire2Learn’s development processes focus on the following standards:

- Section 508
- W3C Accessible Rich Internet Application (ARIA) guidelines
- W3C Accessible Authoring Tool Guidelines (ATAG) version 2

Please visit [http://www.desire2learn.com/access](http://www.desire2learn.com/access) for more information, or talk to your sales representative for information on how Desire2Learn aligns with your local or state accessibility policies.

2.1.3. LMS front-end that has been tested successfully for usability and accessibility, and is able to work with computers, browsers and mobile devices in use by most faculty, staff and students at University;

**DESIRE2LEARN RESPONSE**

Yes, accessibility testing is conducted by both developers and quality assurance staff. The general accessibility testing procedure for Desire2Learn products comprises of both automated and manual testing.

Test items include:

- General standards adherence
- Alt text/link text
- Form field labels
- Information conveyed by color
- Heading structure
- Table summaries
- Color contrast
- Keyboard support
- Tab order
- Zoom/text expansion
- Accessibility information in end-user content
- Screen reader evaluation.

Desire2Learn uses a variety of tools including AChecker®, the Firefox® Accessibility Extension, NVDA, Dragon NaturallySpeaking™, Firebug, the Vision Australia Color Contrast Analyzer for Web Pages, and JAWS®.

Desire2Learn also conducts usability testing with people with disabilities to validate the functional accessibility of their products.
Compatibility

Desire2Learn Learning Suite is a browser-based solution. Please refer to page 102 for an overview of browser and mobile compatibility.

2.1.4. LMS operates with a minimal need for system administration and original programming, yet that will also allow adequate local customization of displays, import/export of data, and features as needed;

DESIRE2LEARN RESPONSE

Yes, Desire2Learn offers a complete drag-and-drop course design and setup experience that requires minimal administration and original programming via the Course Builder™ tool. Course Builder organizes and manages the development of a course, its lessons, and its materials, building on the course blueprint provided by the Instructional Design Wizard™ (IDW). Its integration with Desire2Learn Learning Environment tools allows a seamless experience for creating items and associating them with one another within one interface, providing a consolidated view of the course.

Entirely new course content and activities can be created directly within Course Builder without ever leaving the interface. Whether starting from scratch or updating existing courses, Course Builder is an excellent tool for planning and organizing course materials. Course Builder interacts with the following Desire2Learn Learning Environment tools:

- Competencies
- Content
- Learning Repository (optional product)
- Quizzes
- Discussions
- Dropbox
- Grades
- Manage Files

DESIRE2LEARN LEARNING REPOSITORY PLUG-IN

Course Builder can also connect with Desire2Learn Learning Repository. Course Builder supports dragging a learning object from Desire2Learn Learning Repository directly into the course structure. Search a repository directly from Course Builder to retrieve content and quizzes into your course.

Customization

Desire2Learn allows you to set up custom portals/homepages for any course or department in the system. Modify the navigation bar, page layout, widgets (tools) and colors used on the homepage. The homepage can look different for different roles and can be modified based on individual user preferences.

The homepage management tool allows you to pick from a variety of layouts for widget placement. The placement of widgets on homepages in the 960 pixel grid system provides further branding opportunities to the left and right of the centered 960 pixel layout.

Desire2Learn believes an eLearning platform should not dictate UO’s approach to teaching and learning. It should be tailored to your needs, desired look and feel, philosophy, vision, brand, and pedagogical approach at the organization, school, department and course level.

Import/Export

Users can transfer courses and content in and out of Desire2Learn Learning Environment easily using the web interface or bulk tools. The import and export capabilities in Desire2Learn Learning Environment allow instructors to selectively choose course components and export them into an XML based course package with related materials. This package is based on IMS Course Packaging (CP) specifications.
IMS CP packages can be exported from any course in Desire2Learn Learning Environment, items that can be exported include:

- checklists
- content
- course files
- discussion forums and topics
- dropbox folders
- FAQs
- Glossary
- grade categories and items
- homepages
- links
- navigation bars
- news
- online rooms
- questions
- quizzes
- rubrics
- self assessments
- surveys

The wizard-like interface of export, import, and copy options simplifies the steps required to move materials in and out of Desire2Learn Learning Environment.

Furthermore, these features allow for a path to be defined where copied material is placed and reduces the likelihood of materials being overwritten due to user error.

Desire2Learn can import IMS-Content Packages, SCORM packages, Blackboard®, WebCT, and other course imports. Desire2Learn is certified for IMS Common Cartridge 1.0, SCORM 2004 and SCORM 1.2 RTE3. The interface is easy to use and multiple packages can be imported at once using the Bulk Course Import feature. UO can make the import process as granular as possible; for example, an instructor can select to bring in one quiz, a module, and the dropbox folders instead of the entire contents of a package. Publishers can provide packages in supported format that will import into Desire2Learn including Desire2Learn’s own IMS Content Package format.

2.1.5. An LMS that is robust, stable, highly available (24/7/365), innovative, able to deliver regular enhancements, appropriate for a medium-to-large university environment, able to be customized to accommodate local data, needs, and policies, and able to empower the user for tasks.

Desire2Learn Response

Yes, Desire2Learn Learning Suite meets the requirement above, and in the response below has addressed each requirement specifically to demonstrate our compliance.

Stability

The Desire2Learn Learning Suite includes products with a proven track record of unparalleled innovation and support. Desire2Learn has reinvested in new technologies and reworked user interfaces to keep up with the fast pace of web development. For example, Desire2Learn has implemented not one but two changes to its underlying platform (from classic ASP to .NET, and more recently to .NET MVC) without impacting customers, and has gradually altered its user interface as well to keep abreast and ahead of user experience. Our current release stands as our most usable (and accessible) offering to date, providing a rich and customizable set of learning tools in a beautiful and easy-to-understand environment.

We also offer as evidence of this statement our client retention rate which is 98.4 % for higher education. Our satisfied clients include hundreds of different colleges, institutions, universities and consortiums throughout North America and around the world, from small programs to large consortiums of campuses. They rely on the Desire2Learn total solution for mission-critical on-campus learning, distance and continuing education, learning object repositories, faculty collaboration, sharing of best practices in online education within user communities, and much more.
ROBUST

Desire2Learn Learning Suite offers many rich features, customization, great design, pedagogical focus, easy integration, and client driven R&D. We also have long term and strong partnerships with key software developers, hardware manufacturers and content providers that share a similar passion for eLearning and client success. An innovative combination of best-of-breed teaching and learning tools, built-in accessibility adherence, powerful measurement and assessment options, and standards-based technology, our eLearning suite redefines what a learning management system should be.

RELIABLE

At Desire2Learn we have developed stable and resilient quality management methods that consistently lead to the production of well designed, well tested, reliable software. At each stage of the process we labour exhaustively to ensure that our software is not only stable but also that it meets and exceeds the expectations of our clients.

Availability

Desire2Learn understands the importance of reliability. We have a Service Level Agreement with respect to our Application availability in our Desire2Learn Cloud environment. Desire2Learn will incur financial penalties for failing to meet those requirements. This is a financial guarantee on our service availability. Here is the table of what those penalties would look like in relation to the level of unavailability of the service.

AVAILABILITY SCHEDULE

This data constitutes a trade secret under ORS 192.501(2), and will not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.
**Innovation**

Desire2Learn is pioneering the development of next generation learning technology that provides a data-driven, engaging, personal learning experience. Our solutions empower institutions to transform the learning experience in a way that directly addresses the toughest challenges in education related to learner engagement, retention and outcomes. Our focus is on making learning highly pervasive (anytime, anywhere), perceptive (through data analysis), and personal (with the learner at the center).

Demonstrating our innovation and commitment to excellence, we drove the following firsts:

- **2013 First and only** to offer lifelong access to an ePortfolio after graduation (with 2GB of coverage).
- **2013** First to offer predictive modeling with Desire2Learn Insights.
- **2012 First and only** to provide both online and offline mobile offerings for Desire2Learn Assignment Grader and Desire2Learn Binder.
- **2012** First to offer integrated video recording without the need for third-party solutions.
- **2011** First to be NFB Gold re-certified.
- **2010** First to offer effective, pedagogically sound course design via Course Builder and the IDW.
- **2008** First to offer release conditions that drive personalized learning.
- **2007** First to create an ePortfolio as part of the integrated learning platform.
- **2006** First to offer robust learning outcome management and tracking systems as deeply integrated components of our core LMS.
- First to implement key open standards such as
  - **2013** IMS LIS
  - **2010** IMS BLTI
  - **2009** IMS CC
  - **2004** SCORM 2004
  - **2004** IEEE LOM
  - **2003** First certified with the original SCORM 1.2.
  - **2003** First to create a learning object repository (LOR) as part of the integrated platform.
  - **2002 First and only** to offer flexibility for autonomy at various levels of an institution to enable instructional/administrative freedom with single implementation efficiencies in management, support, reporting, etc.

We have a long history of credibility in education that fuels the continuous improvement of our technology and platforms to remain on the leading edge. Our continuing goal is to deliver personal learning based on the growing needs of individuals and institutions. We are always thinking ahead.
**Enhancements**

Desire2Learn is implementing Continuous Delivery, which is a method of delivering updated technology to our clients that enables rapid, incremental delivery of high quality, valuable new functionality to users. This frictionless model makes it possible to increase collaboration with our clients and adapt software in line with user feedback and needs for incremental and easily integrated changes.

To ensure ease of integration for all clients and users, smaller updates of new features that do not impact a key workflow or require retraining will be released as part of the regular update. However, larger changes that require re-training or are more complex will be turned off by default in the update allowing clients the flexibility to continue use of their existing system for up to 12 months. This ensures that updates are adopted with minimal disruption to our clients.

**Experience in Higher Education**

Desire2Learn works with a rapidly growing list of leaders in higher education. Our clients include hundreds of different colleges, institutions, universities and consortia throughout North America and around the world, ranging from small programs to large consortia of campuses. They are relying on the Desire2Learn technology for mission-critical on-campus learning, distance and continuing education, learning object repositories, faculty collaboration, sharing of best practices in online education within user communities, and much more. Desire2Learn is here to assist and support UO in any way we possibly can.

For a list of our higher education clients, please visit [http://desire2learn.com/markets/who-uses-desire2learn/?vertical=HE](http://desire2learn.com/markets/who-uses-desire2learn/?vertical=HE).

**Local Data Accommodation**

Desire2Learn interprets 'local data, needs, and policies' to be such information as localization information, user profile information, security access, and role responsibilities in Desire2Learn. Desire2Learn can accommodate this and much more through a robust set of settings and configurations.

Desire2Learn has the ability to set local preferences such as org and user time zones, language preferences, calendar, and time and currency display preferences. Desire2Learn also has settings and best practice guides to ensure an exceptional LMS learning experience for users with disabilities. On July 8, 2013, as a demonstration of our commitment to accessibility, Desire2Learn was awarded the Dr. Jacob Bolotin Award for groundbreaking work in accessibility by the National Federation of the Blind (NFB).

**User Empowerment**

Lastly, Desire2Learn understands the importance of ensuring that roles and responsibilities in faculty and staff day-to-day life are translated into their digital life as well. Desire2Learn has security settings, such as password complexity settings, and granular permission settings, such as allowing a TA to grade assignments for only their section, but not being able to edit or release the final grade, in order to ensure the manifestation of such policies and tasks in your LMS. Roles and Permissions are easy to set up and change. Event logs track all changes to permissions, and roles can be exported and shared between orgs to ensure similarity of roles, or between peer institutions to share best practices.
2.1.6. Systems Security: LMS must be designed, developed, and deployed in accordance with industry acceptable standards (e.g., OWASP for web applications) and adhere to applicable legal, statutory, or regulatory compliance obligations (e.g., FERPA, HIPAA).

**DESIRE2LEARN RESPONSE**

Yes. We are compliant in that Desire2Learn has developed security best practices that are based on industry research, which includes the OWASP Top 10 list of vulnerabilities. The OWASP Top 10 is regularly reviewed and taken into consideration when determining the areas of vulnerabilities to be tested. More information about our adherence to the OWASP 10 can be found on page 120.

**FERPA**

Desire2Learn understands the importance of regulatory compliance with respect to the security and privacy of information. Our solutions have been engineered to address privacy-based regulatory requirements. Confidentiality elements are controlled by the UO system administrator. The system allows administrators to flexibly define what information is public (e.g., directory information), what is private (e.g. non-directory information) and to indicate whether a specific role has the ability to see “non-directory” information.

Desire2Learn complies with the prohibitions under FERPA: we do not disclose any information to anyone except to those that our client-schools authorize, and those people are internal only. We provide a framework for our clients to determine what user information fields may be considered appropriate for a directory, which is accomplished through a “User Information Privacy” setting. In addition, there are additional security permissions to control access to fields such as email addresses and student IDs. Since our clients have taken different approaches to FERPA, we attempt to make the system as flexible as possible. It is ultimately up to the system administrator and instructors to configure the system to best reflect their privacy (and regulatory) requirements.

To assist in understanding how the system can be configured for privacy issues, Desire2Learn publishes a document called “User Information Privacy”. Config Variable Browser which allows organizations to prevent user information from being viewed by users. When the “org” variable is on, tool data (discussion posts, survey attempts, grades, etc.) is visible but the associated user information is hidden, making it impossible to determine information about users. Any role may be edited to grant users in that role access non-directory information. All users belonging to a role that has access to non-directory information can see user information even if the variable is on.

We do not define our own policies around privacy, we give the flexibility and tools to our clients to disclose this information as they see fit (and in compliance with their own FERPA approach and processes). Our general policy is that we do not give access to the data we handle by our Desire2Learn Cloud offering other than to authorized personnel; we do not give direct access, but instead our clients ask us to provide them with specified information.

**HIPAA**

Desire2Learn understands the importance of regulatory compliance with respect to the security, and privacy of information. While Desire2Learn is not a collector of our clients’ personal information in the traditional sense, we do understand individuals may use our offerings to have personal information stored. We will work with UO if it is deemed the nature of the use by UO would fall under federal HIPAA laws.

We have invested significant engineering, process and security efforts into our offerings to address user data privacy under HIPAA and other privacy laws. As an example, our applications allow privacy based permissions and elements to be controlled at a very granular level (such as system administrators,
supervisors, privacy auditors etc.). The system allows administrators to flexibly define what information is public (e.g. directory information) and what is private (e.g. non-directory information) and to indicate whether a specific role has the ability to see “non-directory” information.

We provide a framework for our clients to determine what user information fields may be considered appropriate for a directory, which is accomplished through a “User Information Privacy” setting. There are also additional security permissions to control access to fields such as email addresses, student ID’s, and similar information. We attempt to make the system as flexible as possible because different clients have different needs, so it is ultimately up to UO and your system administrators and instructors to configure the system to best reflect your privacy (and regulatory) requirements.

### 2.2 Anticipated Term

It is anticipated that the term of the contract awarded under this RFP, will be for a five-year initial term, with the option, in University’s discretion, to extend the contract for five additional two-year period(s), for a total possible contract term of 15 years.

**DESIRE2LEARN RESPONSE**

Yes, Desire2Learn can accommodate this request for an anticipated term. Desire2Learn looks forward to partnering with UO, and will work in tandem with your institution throughout the duration of the contract.

### 2.3 Firm Pricing

If awarded a contract, proposal pricing must be held firm for the first three years of the initial contract term.

**DESIRE2LEARN RESPONSE**

Yes. Desire2Learn’s pricing policies do not typically support firm pricing as defined above; however, due to our commitment to partnering with UO, we have elected to support this request.

### 2.4 Price Escalation

The contract to be awarded will allow the pricing to be updated on the first day of the fourth year of the initial contract term, and thereafter on the first day of the first year of any renewal option, if exercised, by the lesser of the yearly increase of the Consumer Price Index published by the U.S. Bureau of Labor Statistics of the U.S. Department of Labor or three percent. Comparisons shall be made using the index entitled “All Urban Consumers: Portland-Salem, OR-WA” or the nearest comparable data on changes in the cost of living, if such index is no longer published. The change shall be determined by comparison of the figure for a date which is twelve months prior to the adjustment date.

**DESIRE2LEARN RESPONSE**

Yes. Desire2Learn’s pricing policies do not typically support price escalation as defined above; however, due to our commitment to partnering with UO, we have elected to support this request.

### 2.5 Anticipated Warranty

It is anticipated that the warranty term on the LMS will be for not less than a one-year term and provide full coverage without additional cost. It is anticipated services and support will commence upon expiration of the warranty term.

**DESIRE2LEARN RESPONSE**

Yes, we confirm that support services as outlined in our Proposal will not be charged during the Warranty period. Other charges such as implementation, training, software licensing will be charged as per our proposal.
Please refer to the Year 1 Discount for the Warranty period, as outlined in our pricing section on page 131.
SECTION 3 – PROPOSER SUBMITTALS AND OTHER REQUIREMENTS

3.2. Cover Letter. (M/E) Proposer must submit a cover letter summarizing the Proposal.

**DESIRE2LEARN RESPONSE**
Yes, Desire2Learn has included a cover letter summarizing our proposal. Please refer to page 1.

3.3. Contact Information. (M) Proposer must submit the name and title of its primary contact regarding this RFP, the business name, the primary address, the primary contact’s telephone number, and the primary contact’s email address.

**DESIRE2LEARN RESPONSE**
Yes, contact information details have been provided below:

<table>
<thead>
<tr>
<th>Name</th>
<th>Wendy Brown</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Senior Enterprise Sales Executive – NW</td>
</tr>
<tr>
<td>Business Name</td>
<td>D2L Ltd.</td>
</tr>
</tbody>
</table>
| Primary Address          | 715 St. Paul Street  
Baltimore, MD, USA  
21202 + 2311 |
| Primary Contact Phone Number | 1.519.772.0325 x 6342 |
| Primary Contact Email Address | [Wendy.Brown@Desire2Learn.com](mailto:Wendy.Brown@Desire2Learn.com) |
3.4. Entity Verification (M)

3.4.1. If the Proposer is an entity other than a sole proprietorship, Proposer must submit evidence in the form of a Secretary Certificate (or equivalent documentation) that the individual submitting the Proposal is authorized to act for and bind the Proposer in all matters relating to the Proposal and possible subsequent contract. This type of written documentation is commonly in the form of a Secretary’s Certificate or Officer’s Certificate issued by the board or committee governing the entity. The written documentation, however, is not required to be in any particular form as long as it clearly shows the individual signing the Proposal has authority to bind the Proposer.

**DESIRE2LEARN RESPONSE**

Yes; Desire2Learn has provided an Office of the Secretary of State certificate for the state of Oregon in the Supporting Documents section of this proposal.

3.4.2. If Proposer is an entity other than a sole proprietorship and the entity was not organized or incorporated in the State of Oregon, Proposer must submit written evidence that Proposer is in good standing in its state of organization or incorporation. This type of written documentation is commonly in the form of a certificate of good standing. The written documentation, however, is not required to be a certificate of good standing. For example: A corporation incorporated in California could go to the California Secretary of State’s website, perform a business entity search on itself, and submit with its Proposal a copy of the record retrieved from that site.

**DESIRE2LEARN RESPONSE**

Yes; Desire2Learn has provided evidence of its Good Standing for the State of Maryland in the Supporting Documents section of this proposal.

3.5. Financial Capability. (M) Proposer must submit sufficient evidence of financial capability to meet the responsibilities to perform the contract which may include balance sheets, income statements, financial statements, independent financial compilation/review or other financial information whereby University can determine Proposer’s credit rating or financial capability. Additionally, please list any pending or known potential litigation or actions that may affect your financial capability. It will be at University’s sole discretion to determine if evidence submitted is sufficient to determine financial capability or to deem a Proposer responsible to perform under a contract. University reserves the right to request further information as needed for clarification purposes. The successful Proposer to which the contract is awarded may, at the discretion of University, be required to provide periodic (in no case more than two (2) times per year) updates to the financial capabilities report submitted pursuant to this RFP.

**DESIRE2LEARN RESPONSE**

While Desire2Learn understands the need for UO to verify the vitality of our company, as a privately held company Desire2Learn does not disclose financial statements or information. We will be pleased to share additional financial details under a legally binding non-disclosure agreement and at an appropriate time in your RFP process.

For your convenience, we have included a copy of our financial letter endorsed by our Chief Financial Officer, which can be found in the Supporting Documents section of this proposal on page 141.
Pending Litigation

At the time of this RFP, to the best of our knowledge, there is no pending litigation that will affect our ability to provide the products and services outlined in this document to UO.

- 3.6. Profile and Qualifications. (M/E) Proposals must fully answer or respond to each of the Submittal Requirements set forth in Exhibit B. Proposer’s responses may be completed in the space provided on Exhibit B or may be separate document(s) that are clearly labeled with the corresponding RFP Exhibit number.

**DESIRE2LEARN RESPONSE**

Yes. Desire2Learn has responded to each of the Submittal Requirements set forth in Exhibit B, as provided on page 27.

- 3.7. References. (M/E) Proposals must fully answer or respond to each of the Submittal Requirements set forth in Exhibit B. Proposer’s responses may be completed in the space provided on Exhibit B or may be separate document(s) that are clearly labeled with the corresponding RFP Exhibit number.

**DESIRE2LEARN RESPONSE**

Yes. Desire2Learn has provided References in section 3.7 of Exhibit B, as provided on page 37.

- 3.8. Infrastructure and Accessibility. (M/E) Proposals must fully answer or respond to each of the Submittal Requirements set forth in Exhibit C. Proposer’s responses may be completed in the space provided on Exhibit C or may be separate document(s) that are clearly labeled with the corresponding RFP Exhibit number.

**DESIRE2LEARN RESPONSE**

Yes. Desire2Learn has responded to each of the Infrastructure and Accessibility requirements set forth in Exhibit C, as provided on page 40.

- 3.9. LMS Features. (M/E) Proposals must fully answer or respond to each of the Submittal Requirements set forth in Exhibit C. Proposer’s responses may be completed in the space provided on Exhibit C or may be separate document(s) that are clearly labeled with the corresponding RFP Exhibit number.

**DESIRE2LEARN RESPONSE**

Yes. Desire2Learn has responded to each of the LMS Features requirements set forth in Exhibit C, as provided on page 50.
3.10. Implementation Plan. (M/E) Proposals must fully answer or respond to each of the Submittal Requirements set forth in Exhibit C. Proposer’s responses may be completed in the space provided on Exhibit C or may be separate document(s) that are clearly labeled with the corresponding RFP Exhibit number.

**DESIRE2LEARN RESPONSE**

Yes. Desire2Learn has responded to each of the Implementation Plan requirements set forth in Exhibit C, as provided on page 88.

3.11. Training. (M/E) Proposals must fully answer or respond to each of the Submittal Requirements set forth in Exhibit C. Proposer’s responses may be completed in the space provided on Exhibit C or may be separate document(s) that are clearly labeled with the corresponding RFP Exhibit number.

**DESIRE2LEARN RESPONSE**

Yes. Desire2Learn has responded to each of the Training requirements set forth in Exhibit C, as provided on page 96.

3.12. System Support. (M/E) Proposals must fully answer or respond to each of the submittal Requirements set forth in Exhibit C. Proposer’s responses may be completed in the space provided on Exhibit C or may be separate document(s) that are clearly labeled with the corresponding RFP Exhibit number.

**DESIRE2LEARN RESPONSE**

Yes. Desire2Learn has responded to each of the System Support requirements set forth in Exhibit C, as provided on page 99.

3.13. Data and System Security. (M/E) Proposals must fully answer or respond to each of the Submittal Requirements set forth in Exhibit C. Proposer’s responses may be completed in the space provided on Exhibit C or may be separate document(s) that are clearly labeled with the corresponding RFP Exhibit number.

**DESIRE2LEARN RESPONSE**

Yes. Desire2Learn has responded to each of the Data and System Security requirements set forth in Exhibit C, as provided on page 114.

3.14. Price Proposal. (M/E) Provide a separate price proposal for hosted and non-hosted LMS configurations. Complete Exhibit D (or sheet similar to Exhibit D) for each price proposal. Each price proposal must include the total and complete cost for the items listed on Exhibit D.

**DESIRE2LEARN RESPONSE**

Yes. Desire2Learn has responded to each of the Price Proposal requirements set forth in Exhibit D, as provided on page 124. Pricing proposals for hosted and non-hosted LMS configurations can be found in the Pricing section on page 131.
3.15. Sandbox Access. (M/E) As part of the evaluation of Proposals, Proposers will be required to provide “sandbox” access for at least 19 University staff and other individuals serving on the Committee with the goal of selecting proposers “in the Competitive Range.” Proposers must include sandbox access instructions in their Proposals.

**DESIRE2LEARN RESPONSE**

Yes, Desire2Learn has created a sandbox demo environment specifically for UO. Sandbox Environments are available for your institution to explore our solution using fictitious users and courses at no additional fee.

Desire2Learn has specifically created a solution showcase for UO, which can be accessed via [http://uoregon.desire2learndemo.com/d2l/home/6670](http://uoregon.desire2learndemo.com/d2l/home/6670)

**Login Instructions**

The D2L Learning Environment (LE) can be accessed from any browser on any device. Please find further below the login details for each member of the review team. You have each received an instructor and a student user view login. Once logged in, you will land on a homepage that will give you an idea of how your organization can share news items, upcoming calendar events, and provide access to learners and instructors to their courses.

After the main homepage, I would suggest experiencing some finished examples by exploring the “Introduction to Astronomy” and “Foundations of Biology” courses which are filled with rich content and easy-to-navigate learning modules. Log in as a student and then as an instructor, so that you can see the courses from both perspectives.

Next, when logged in as an instructor, you may choose to go through the “Sample Self-Directed Training” course. It has been developed to help you learn more about getting around the Desire2Learn Learning Environment and will help you get started with your own course content. I recommend going through the modules in order, at your own pace.

The “Solution Showcase” course will teach you more about our rich ecosystem of solutions that can enhance the learning experience with Desire2Learn Learning Suite.

Finally, when logged in as an instructor, you may want to access the two Sandbox courses to start mocking up some of your own course examples.

As you go through this process if you have any questions or require additional information, please do not hesitate to contact me by email (Wendy.Brown@Desire2Learn.com) or by phone 519.772.0325, Ext. 6342.

Login credentials are provided below:
## Students and Faculty Sandbox Logins

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### Administrative Users Sandbox Login

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</table>
3.17. Representations, Certifications and Acknowledgements. (M) Proposer must submit a completed and signed Representations, Certifications and Acknowledgments form. A blank form of the Representations, Certifications and Acknowledgements for you to complete, sign, and submit is attached to this RFP as Exhibit A.

**DESIRE2LEARN RESPONSE**

Yes, Desire2Learn has submitted a completed and signed the Representations, Certifications and Acknowledgments form, provided in the Supporting Documents section of this proposal (page 141).
EXHIBIT B - PROPOSER’S QUALIFICATIONS

Desire2Learn has completed the “Exhibit B - Proposers Qualifications” table provided by UO, which can be found in the Supporting Documents section of this proposal (see page 141). However, in order to accurately showcase our compliance and capabilities regarding the requested deliverables, we provide narrative responses to each of the checklist requirements here, for your consideration.

3.6 Profile and Qualifications. (M/E)

- 3.6.1. Provide a brief (one page limit) history of your firm.
- DESIRE2LEARN RESPONSE

D2L Ltd. was founded in 2007; however, it draws upon the experience and resources of Desire2Learn Incorporated. Desire2Learn Incorporated was founded by John Baker, President and CEO, at the age of 22 while he in his third year of Systems Design Engineering at the University of Waterloo. John had a vision to make the world a better place by making education available to everyone. With access to education and a continually improving learning experience, he felt each individual could achieve their full potential and elevate the standard of living for all.

John Baker, President & CEO

Today, Desire2Learn is a private company that provides academic and other leading organizations around the world with a mature suite of eLearning software. We help over 10 million people that represent over 850 clients discover what is possible through our innovative learning solutions. Our team of talented, creative, and passionate employees is dedicated to helping transform the learning experience and creating a world where everyone has the opportunity to excel. We are focused on breaking down the barriers to learning and creating a more personalized experience that engages, inspires, and enables people to achieve their potential.

As our name suggests, we are passionate about creating solutions that can ignite the desire to learn in anyone. We are driven to make a real difference in people’s lives, which is why on average 30-40% of our staff are dedicated to activities related to research and development. With a focus on user experience, accessibility, mobility, platform security and reliability we deliver systems that our clients and their learners can count on anywhere, anytime.

- 3.6.2. Describe the number of years that the Proposer’s firm has been in business, number of current learning management system clients, number and makeup of staff and any industry recognition or awards.
- DESIRE2LEARN RESPONSE

D2L Ltd. was founded in 2007; however, it draws upon the experience and resources of Desire2Learn Incorporated, which was founded in 1999.
Clients
Desire2Learn currently supports over 850 client implementations.

Staff
As of the time of submission, the Desire2Learn family of companies employed 863 employees, with 64 based in the United States. Of these employees, 226 are in Product Development, 208 in Professional Services, 159 in Sales & Marketing, 66 in Corporate Operations, and 18 in Information Technology.

Awards
Desire2Learn has been the recipient of many awards and accolades. The list below describes a few select headlines that Desire2Learn’s awards have garnered:

John Baker has been named the best Founder/CEO (for Higher Education) by the EdTech Digest – April 10, 2013

The EdTech Digest Leadership Awards program recognizes outstanding solutions and the best and brightest minds in education and technology.

Desire2Learn Named 2013 Ovum “On The Radar” Award Winner

For delivering an analytics solution that helps institutions develop meaningful insights from educational data, Desire2Learn was selected by Ovum as a winner of the first annual “On the Radar” Customer Award. The Big Data category in which we were recognized profiles organizations that have created new products, services, or processes to address previously unsolved challenges with an innovative approach.

Desire2Learn Selected as a 2013 EdTech Digest Awards Winner

As part of the 2013 EdTech Digest Awards program, Desire2Learn was chosen as a winner for our outstanding solutions in the field of education and technology. The EdTech Digest Awards recognize technologies, trendsetters, and leaders throughout the education sector for their innovative contributions.

Desire2Learn Announced as one of 2013’s 50 Best Managed Companies

Desire2Learn was selected by Deloitte as a recipient of an annual award given to fifty Canadian organizations that demonstrate vision, passion, and achievement on a daily basis. Desire2Learn’s overall business performance, sustained growth, and continuing efforts to enable the transformation of learning were cited as major factors in receiving such a prestigious honor.

Learning Suite 10.1 finalist for the “Cool Tool Awards” in Three Categories

Learning Suite 10.1 was a finalist in the following categories: Collaboration Solution, eLearning Solution, and Learning Management Solution.
2012 Microsoft US Public Sector Partner of the Year

Desire2Learn was awarded the U.S. Education Solution Partner of the Year award. The award recognizes a partner that excels at providing innovative and unique solutions based on Microsoft technologies to education customers.

As an industry-leading SaaS solution for education, Desire2Learn exemplifies how innovative solutions can be delivered by embracing Microsoft’s technologies to deliver Desire2Learn Learning Suite, a cloud hybrid and on premise solution for education.

Desire2Learn Receives International Platinum MarCom Award for Fourth Consecutive Year

The prestigious MarCom Platinum Award is presented to those entries judged to be among the most outstanding entries in the Association of Marketing & Communication Professionals (AMCP) competition. Platinum winners are recognized for their excellence in terms of quality, creativity, attention to detail, and resourcefulness. Winning a MarCom Award gives recognition to the creative talent, firms, departments and/or clients that collaborate on outstanding marketing and communication projects. Desire2Learn has received the award for four years in a row in recognition of conference material and special event plans for the annual FUSION users’ conference.

Click here for further information on the Desire2Learn Learning and Creative Services team’s flexible, interactive and accessible development and production services.

3.6.3. Provide brief history of the proposed LMS itself. If there are multiple versions of the LMS currently installed and in use by institutions include a breakdown of approximately how many institutions, faculty and students are using each version and the primary differences between the most used versions. Also indicate which programming language(s) that the software is written in, as well as any other architectural components that relevant to the LMS.

**DESIRE2LEARN RESPONSE**

Our flagship product is Desire2Learn Learning Environment. The following table provides product releases and features related to the versions that have been released since 2010. This summary is a sampling of the many dynamic features and updates that we provide our clients with each release.

**DESIRE2LEARN LEARNING ENVIRONMENT**

<table>
<thead>
<tr>
<th>Version</th>
<th>Features/Updates</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.2</td>
<td>Improved Contents tool</td>
</tr>
<tr>
<td></td>
<td>- Easily jump to any other topic in the course or back to the table of contents</td>
</tr>
<tr>
<td></td>
<td>- Always available as an expandable left panel</td>
</tr>
<tr>
<td></td>
<td>- HTML templates for easy creation of new documents</td>
</tr>
<tr>
<td></td>
<td>- Content Map: expandable panel on left of screen</td>
</tr>
<tr>
<td></td>
<td>Improved Discussions tool</td>
</tr>
<tr>
<td></td>
<td>- Discussion notifications that link directly to the post</td>
</tr>
<tr>
<td></td>
<td>- User information available via a Profile Card when hovering on a thumbnail image</td>
</tr>
<tr>
<td></td>
<td>- Integrated discussions within the Content tool allows instructors to create discussions directly from within the Content tool</td>
</tr>
<tr>
<td></td>
<td>- Enables restoration of deleted items</td>
</tr>
</tbody>
</table>
• Improved Email tool interface
• Improved Dropbox tool
  o Allows for bulk uploads
  o Permits download of dropbox submissions which are now assigned an identifier to the files
  o The Upload Evaluated Files option allows users to drag and drop a collection of files into the dialog or select files from the file system
• Calculated Grade Flexibility
  o Offers enhanced support for interim grade calculations in cases where the grade calculation drops ungraded items
• Content Tracking Summary
  o Provides a visual timeline of content progression right from the Content tool.
• Document Templates.
  o Enables instructors to select from pre-defined document templates when creating new documents in the Content tool.
• Desire2Learn Video Note™ tool features.
  o HTML5 browser playback support for non-Flash systems.
  o Third-party Video Upload/Transcoding: allows users to upload video recorded from their own devices directly into the Video Note tool to post as content in Desire2Learn Learning Environment
• HTML Editor Improvements
• Drag and drop support in the Locker tool

10.1
• Redesigned Content tool
• Drag and Drop File Upload
• Integration with Desire2Learn Binder
• Redesigned Class Progress and User Progress tools
• Incorporated due date support in the Dropbox tool
• Consistent grades display in tools
• Log/restore for deleted grade items
• Improved Discussion List
• IMS LTI 1.1 support

10.0
• Redesigned interfaces
  o Significant user interface improvements for structured and streamlined layouts
  o Overall usability improvements focused on simpler layouts, clearer primary actions, button consistency, and streamlined workflows
  o Clean homepage and widget layouts
  o Optimized display for tablet devices, fully capable functionality
  o Better reading width
  o New branding opportunities that support the individual design aesthetics and learning philosophies of diverse clients including an organization favicon, course backgrounds, and updated navigation bar and homepage layout options
• Navigation improvements
  o Drag-and-drop management of navigation bars
  o Redesigned tool that allows links to be groups in contextual menus for a focused and streamlined navigation experience
  o Adding visible labels to grid action icons to improve usability for new users
• Minibar
- Enables organizations to create groups of links to reflect learning paradigms
- Included at the top of every page
- Ever-present way to switch between courses, access account settings and personal options, and notifications

- Expanded notification options
  - More notifications — via SMS or email (including directly to social networks such as Facebook, LinkedIn®) - for students (e.g., approaching quiz end dates and grades as they are released or updated, news items, discussion postings, and dropbox due dates and other course events)
  - Customization option that allows students to choose if they want their grade values sent within these notifications, (with option for administrators to disable this option if they do not want users to have grades displayed in SMS and email notifications).
  - Notifications are now available in the alerts area of the minibar so that students can monitor cross-course activity as they complete work in a particular course.
  - Ability to set whether past, future and inactive course can send notifications

- New workflow for dropbox feedback supporting more options for detailed and meaningful reflection
  - Withhold feedback from student view until instructor has reviewed and revised grades, rubrics, comments, and attachments
  - Publish feedback
  - Instructors can publish feedback to all students at once or student by student

- More flexible completion logic in competency structures
  - Changes and updates to the Competencies tool
  - More flexibility to define how competencies are “archived” across courses
  - Competencies can be configured with an option that specifies achievement of competencies whether the objectives and activities are completed within any of the courses defined as having these competencies

- Import/Export support for rubrics which promotes consistency and efficiency
  - Rubrics can be exported and imported in Desire2Learn package format (XML)
  - Promotes sharing of effective evaluation strategies and saves time previously spent on recreating rubrics
  - Enables sharing between colleagues and institutions

- Improvement to Grades tool — one click access to tool items and submissions from the Grades tool
  - Provides useful indicators of the current state of user submission, and access to user submissions and assessment item pages through icons, links, and context menus
  - Easier to navigate from the Grades tool directly into properties or user submissions within assessment tools

- New “View Submissions” options in the Grades tool provides automatic population of grades from SCORM results
  - Scores from SCORM objects automatically push to the Grades tool
  - This can also be accomplished via Course Builder

9.4
- Integrated social learning that supports simplified connecting and sharing with friends and colleagues through Facebook, Twitter, LinkedIn® and Google+™
- Simplified online marking process through improvements in efficient assessment, feedback, and grading capabilities
- Expanded notification tools for learners and educators to help ensure assignments, tests and critical dates are never missed
- The Seating Chart tool: powerful performance and assessment tracking capabilities for blended learning environments through innovative seating chart functionality. This tool is rethinking the interface for interacting with students and classmates online
9.2
- Interfaces and storage for aligning learning objectives to content and quiz questions
- Promotes mastery learning via release conditions for objective achievement
- Improved usability for the Competencies tool and Activities tab
- Enabled discussions availability via Desire2Learn Mobile
- Updated the Pager tool
- Grade quizzes one question at a time
- Included a grade book category option to weight items by item points
- Improved user experience for the Rubrics tool with the Dropbox tool
- Renamed the Schedule tool as the Calendar tool
- Audio recording from a number of tools
- Course Package Converter for ANGEL 7.4
- Range of exciting usability improvements and new features in various tools

9.1
- Mobile Web Access
- Email notifications for the Discussions tool
- Content browser widget
- Accessibility improvements
- Notification message area improvements
- HTML Editor updates
- Additional updates
- Grades to SIS
- Microsoft® Live@edu Integration
- Academic standards updates

9.0
- Course Design Accelerator
- Product versions
- WAI-ARIA adoption
- Content permissions
- Equation support in the HTML Editor
- Manage Files
- Manage Users, User Collections, and Bulk User Management
- Navigation bar update
- Passwords
- Profile images in the Discussions tool and the Classlist tool
- Release Conditions
- Rubrics
- Services Manager
- System Error Log
- Time zone support in user Preferences
- User Auditors
- User Progress
Institutional Breakdown

This data constitutes a trade secret under ORS 192.501(2), and will not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.

Programming Language

The core platform utilizes modern web application architectures .NET web framework (2009) and C# language (2002).

Application Architecture

Desire2Learn Learning Suite has a core platform upon which modular tools can be implemented to provide flexible and effective application architecture. The Desire2Learn core platform is unique in the sense that:

1. It is a single vendor solution developed solely by Desire2Learn that provides reduced systems integration risk in addition to being a common platform for the management of data and security.
2. All of the Desire2Learn sub-components are represented through Desire2Learn Learning Suite to enable a consistent experience for all system users.

The Desire2Learn core platform has been built in a modular fashion since its inception. This modular approach reflects the platform’s philosophy of recognizing the unique individuality of each of our clients’ needs. Each of the tools is a modular piece that resides upon the core system framework. Tools are developed and tested as modules, and an individual tool is often developed further to implement client specific feature enhancements.

Harnessing these web applications allows our development teams to boost agility, testability, pace to industry, and extensibility. In fact, we implemented not one but two changes recently to our underlying platform without impacting customers. Desire2Learn has the proven ability to make updates to language and framework in response to industry changes.

Our design has also enabled Desire2Learn to build a core platform that can support implementations with millions of users. The Desire2Learn solution now lends itself to greater scalability than ever. This is accomplished by leveraging a combination of advanced architectural design patterns and industry best practices, in combination with regular assessments, validations and improvements of our core platform.
The following diagram shows a simplified version of the programming architecture of Desire2Learn’s 10.x platform.

Utilizing this tiered approach to create separation between business logic, data and presentation, in conjunction with our streamlined code base, we have the ability to scale well beyond any other vendor on the market.
3.6.4. Clearly state whether Proposer is the manufacturer, an authorized reseller or a third-party partner. Describe Proposer’s ownership structure. If independently owned and operated, include names of all owners. If a wholly owned subsidiary, list these details for the parent organization as well. If Proposer is a reseller, describe the ownership structure of the proposed LMS.

**DESIRE2LEARN RESPONSE**

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Desire2Learn is a software developer (manufacturer) providing commercially available education technology. Officers of both D2L Ltd. and Desire2Learn Incorporated include:

- John Baker | President and CEO
- William Trick | Secretary/Treasurer and Director, Finance
- Brandon Nussey | Chief Financial Officer
- Jeremy Auger | Chief Technology Officer and Executive Vice President

3.6.5. Has your company changed ownership in the last five years? If so, please explain why and how this has affected your customer base.

**DESIRE2LEARN RESPONSE**

Desire2Learn has not changed ownership in the last five years. Our original founder, John Baker, is still CEO of our organization and still very passionate about making knowledge and learning more accessible, mobile, social, and personal than ever before.

3.6.6. Identify the individual who would be assigned as Proposer’s contract administrator/project manager for this project. Also include a detailed description of procedures and other aspects of the working relationship expected between Proposer’s contract administrator/project manager and University’s representative, Helen Chu, Director, Academic Technology.

**DESIRE2LEARN RESPONSE**

Desire2Learn will align UO a Project Manager during successful contracting. The Project Manager will be your single point of contact during implementation. During the implementation, we provide ongoing project management for Desire2Learn project team members, including schedule, budget, scope, risk, and change control.

Clients will also appoint a central Project Manager who would provide ongoing project management for their work effort in support of the Desire2Learn implementation. The client Project Manager work collaboratively with the Desire2Learn Project Manager, and facilitates decision requests, change requests, acceptance of deliverables, and other approvals as required.

In terms of specific procedures and working relationships, this would normally be defined in conjunction with the client during the initial project planning. During this planning phase, our project teams would define project timelines, resources, communication, change control, and status reporting protocols. In general, the Desire2Learn implementation team would participate in regular project status meetings with the designated client contact(s). The Desire2Learn Project Manager prepares regular status reports.
demonstrating overall project health and progress and disseminates those to the designated client contact(s) according to the agreed-upon format and frequency.

3.6.7. Provide Proposer’s approach to managing LMS project-related risks and issues.

**DESIRE2LEARN RESPONSE**

In general, Desire2Learn believes that following PMI standards is the key to ensuring product quality. Risk mitigation is part of our typical project planning. The Desire2Learn project manager would work with their client counterpart to develop a specific register of risks to the project—usually in terms of scope, timelines or budgets, but there may be other factors such as the availability of key client staff members, or other ongoing technology projects at the institution that may affect the LMS implementation. As part of this risk mitigation activity, the project managers would also assess the likelihood of the risk occurring and develop specific plans for addressing the risks should they materialize.

3.6.8. Proposer must provide a list of all key personnel who will be assigned to this project. Include the following for each listed key personnel:
- 3.6.8.1. Include the name and title
- 3.6.8.2. Include qualifications, credentials, and areas of expertise
- 3.6.8.3. Identify each part of the project on which the listed individual will work
- 3.6.8.4. Experience with projects of similar scope and nature
- 3.6.8.5. Concise business biography or resume.

**DESIRE2LEARN RESPONSE**

Desire2Learn typically follows the industry-standard practice of aligning resources closer to when the project begins. Nonetheless, we have included the biographies of staff members who would most likely work on this project; biographies have been provided in the Supporting Documents section of this proposal (page 141).

However, please note we cannot provide absolute guarantees regarding their availability because this depends on the progress and volume of other work. If we needed to assign different staff, we would provide those with equivalent qualifications.

3.6.9. University is a leader in sustainability. List any sustainability measures Proposer has taken, awards received or other information that will demonstrate Proposer’s commitment to sustainability.

**DESIRE2LEARN RESPONSE**

Yes. Desire2Learn has an avid interest in environmental protection and eco-friendly, green choices that help limit our carbon footprint as a corporate citizen.

Desire2Learn has instituted an internal Environmental Advisory Committee (EAC). The EAC was established to help ensure organizational policies, decisions, and practices remain environmentally sound throughout the company’s ongoing growth, and to promote conservation and a green attitude among employees both in their personal and professional lives.

Specific to purchasing processes: as a part of Desire2Learn’s capital purchasing guidelines, Desire2Learn will take into consideration and favor vendors who make a concerted effort to reduce impact that they have on the environment. For example: a longer payback period may be acceptable if the benefits derived...
from the project contribute to Desire2Learn’s mission, vision, values or have other desirable outcomes; such as an environmentally friendly solution that uses an energy efficient server room which will have over 10 years of benefits.

Furthermore, in the interest of helping the environment and reducing greenhouse gases, Desire2Learn has implemented an HR policy called the Eco Plan. The Eco Plan provides monetary benefit for employees who choose to walk, bike, carpool, or take the bus to work rather than driving alone.

Within our Desire2Learn Cloud Environment, Desire2Learn incorporates the use of virtualization software and server consolidation, reducing power consumption and space in our data centers.

Additional green initiatives at Desire2Learn include:

- Environmentally friendly pay stubs which are delivered to employees electronically.
- Participation in an annual commuter challenge event which encourages employees to walk, cycle, take transit, carpool or work from home instead of driving alone to work. This year Desire2Learn finished first place in Waterloo Region.
- The use of ceramic dishes around the office instead of non-biodegradable items such as disposable foam products.
- Recycling and composting stations in kitchen areas.
- All new employees are given a BPA-free, reusable water bottle.
- Implementing the use of document centers, removal of individual fax, print, and copy systems to reduce paper consumption and provide personnel with the ability to scan directly to email.

3.6.10. Proposers must submit verification that the Proposer has any and all licenses (including, but not limited to, software licenses) necessary for the work contemplated under this RFP, as applicable.

DESIRE2LEARN RESPONSE

Desire2Learn has no relevant licenses to verify as none are required of us.

3.7 References. (M/E)

3.7.1. Proposer must provide at least five higher education clients for whom similar LMS projects have been completed by Proposer. These clients may be contacted by University for an evaluation and assessment of the Proposer’s performance. At least two of these clients should be Ellucian Banner clients. Client references contacted may include but not be limited to those client references provided by Proposer. In providing the client references, include, at minimum, the following:

- 3.7.1..1. Institution Name
- 3.7.1..2. Contact Person and Title
- 3.7.1..3. Phone and e-mail address for contact person
- 3.7.1..4. Number of years Proposer has been providing service to this institution
- 3.7.1..5. For Ellucian Banner customer, how Proposer’s LMS product interfaces with Banner at each institution.
- 3.7.1..6. How many of the institution’s departments use the LMS system?
- 3.7.1..7. Proposer's average response time to reported concerns or problems reported by institution.

**DESIRE2LEARN RESPONSE**

This data constitutes a trade secret under ORS 192.501(2), and will not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.
EXHIBIT C – REQUIREMENTS AND FEATURES

Desire2Learn has completed the “Exhibit C – Requirements and Features” table provided by UO, which can be found in the Supporting Documents section of this proposal (see page 141). However, in order to accurately showcase our compliance and capabilities regarding the requested deliverables, we provide narrative responses to each of the checklist requirements here, for your consideration.

3.8 Infrastructure and Accessibility. (M/E)

3.8.1. Describe the process for automatically populating course registration from Banner student registration data and subsequently uploading grades to Banner.

DESIRE2LEARN RESPONSE

Desire2Learn Learning Suite fully supports both batch and real-time integration with Banner® by Ellucian for users, course sections, rosters and grade information. Desire2Learn has extensive experience integrating Banner with Desire2Learn Learning Environment, Desire2Learn Learning Repository, and Desire2Learn ePortfolio via three common approaches.

The three solutions consist of the following:

2. A student information system agnostic middleware component known as Holding Tank.
3. REST based Desire2Learn Valence allows full flexibility, creativity and freedom.

The specific approach or combination of approaches chosen by UO will be impacted by existing solutions on campus, budget, resources, and functional requirements. Rest assured that trained Desire2Learn technical staff will help ensure that the appropriate option for your business needs is put in place.

IMPLEMENTATION

During implementation, our Professional Services team will work with UO to determine the best approach to integrating Banner based on your requirements. The integration project begins with a gathering of the project requirements, assessment of the suitability of the existing implementation, analysis and design of the implementation, and follows through with the actual implementation and testing. Desire2Learn has extensive experience integrating with Banner and is a Collaborative Member of the SCT (Systems Computer Technology) Banner partnership network, resulting in a solid and formalized working relationship. Through Desire2Learn’s partner network, Ellucian provides Desire2Learn and our mutual clients with the tools to integrate its solutions according to Ellucian’s best practices.

BANNER ADAPTER

The Desire2Learn Banner Adapter Integration accepts events from the Ellucian Luminis Platform and applies the required events to Desire2Learn Learning Environment. This integration focuses on the core requirements of synchronization of users, sections and enrollments, and also supports the grade exchange use case.

Additionally, a Cross-listings Management Interface is provided with the solution to support official cross-lists (where students are in the same room at the same time but get different degree credits) as well as the
cross-lists of convenience that occur in a Learning Suite because the same instructor is teaching multiple sections. Section association is maintained in the Learning Suite, so instructors do not lose sight of the original student section associations, and grades can be submitted back to the Banner system.

This integration was designed to be the easiest to deploy and configure, especially for institutions already using the Luminis Platform. For those that do not already have the Luminis Platform, our experienced project management and consulting staff will leverage their relationships with Ellucian project teams to ensure the solution is deployed and configured successfully. The diagram below demonstrates the high level architecture of the Banner Adapter solution from Banner to Desire2Learn.

DESIRE2LEARN HOLDING TANK

The Desire2Learn Holding Tank is used to import courses, users, and enrollments from the Student Information System (SIS) using either a differential or snapshot based batch integration or real-time transactional integration. The Holding Tank is a highly configurable integration tool that enables automated importing and updating of course sections, users, and enrollments.

Additionally, many institutions leverage a Course Mappings Interface to allow administrators to cross-list course sections from Banner. This supports official cross-lists, where students are in the same room at the same time but get different degree credits, as well as the cross-lists of convenience that occur in a Learning Suite because the same instructor is teaching multiple sections.
Section association is maintained in the Learning Suite, so instructors do not lose sight of the original student section associations.

The diagram demonstrates the batch integration workflow.

The real-time workflow is identical except Desire2Learn Valence messages are used as the integration point rather than XML files.

REST BASED DESIRE2LEARN VALENCE

Desire2Learn also makes available REST based Desire2Learn Valence to allow developers to perform a complete integration with Banner® by Ellucian or to supplement one of the other integration methods. This approach is not specific to Banner and offers the highest degree of flexibility to clients that wish to have complete control of every portion of the solution.

Desire2Learn Valence supports the following:
- users: create, get, update, delete
- organizational units (e.g. departments, semesters, courses, sections, groups, etc.): create, get, update, delete
- enrollments: create, get, update, delete
- grades
  - grade columns: create, get, delete
  - grade values: get, set

3.8.2. Describe the LMS’s provisions for large file size transport (e.g. video files > 500 MB) and video streaming capabilities.

**DESIRE2LEARN RESPONSE**

Please refer to our response regarding media storage and streaming on page 85.

3.8.3. Does the LMS have the ability to automatically populate course registration from Banner student registration data and subsequently upload grades to Banner?

**DESIRE2LEARN RESPONSE**

Yes. Please refer to our response regarding Banner integration on page 40.
3.8.4. Does the LMS employ a scalable database? If so, under what architecture?

**DESIRE2LEARN RESPONSE**

Yes. Desire2Learn recognizes that any application which does not continue to perform well under increased user activity and uptake cannot be considered to scale effectively. Desire2Learn’s architecture level focus on scalability ensures that the system will be able to respond to increased user activity without experiencing performance degradation. The application architecture itself is designed to ensure that it can make the most effective use of scalable, multi-tier server architecture, as well as expandable file systems with load balancing.

The Desire2Learn Platform achieves this high level of scalability through a number of effective implementation approaches. A key architectural decision, made early with the initial versions of the platform, was to utilize a multi-tier server architecture, allowing specialized hardware to be utilized for the various server components, as well as load balancing for scalability. The implementation of proprietary application caching on application servers for caching permissions, language terms, and configuration parameters also plays a key role in ensuring application scalability by reducing the load on the database server. These concepts are further supplemented through the use of scalable design techniques for individual application objects, as well as the database schema and queries themselves.

.NET is used as the primary application programming technology for Desire2Learn eLearning Suite; this is another contributing factor to achieving high scalability, since the code is compiled prior to use (as opposed to interpreted code, which has substantial processing overhead with every page request).

The Desire2Learn Platform also uses several user interface concepts, implemented in the development framework itself, to allow it to effectively manage and display large amounts of data. These include features like searching, sorting, and consistent paging of results, implemented consistently across all applicable user interfaces. This ensures that the user can find the most relevant information quickly, and allows for a consistent user experience as the amount of data within the system grows.

The scalability of the Desire2Learn Platform is regularly tested and optimized through performing regular performance tests, analyzing the results, and further optimization based on the analysis. This testing is done as a routine part of the quality assurance process, before a new version is released, and on an ongoing basis to ensure that any potential issues are identified and resolved before they are a problem for any of our clients.

3.8.5. Does the LMS adjust its resources to balance different loads and demands?

**DESIRE2LEARN RESPONSE**

*This data constitutes a trade secret under ORS 192.501(2), and will not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.*
3.8.6. What is the standard published plan for providing upgrades and new releases of the LMS? Do you maintain a published new release schedule and timing of upgrades, maintenance releases and patches? If so, please provide a copy of the schedule(s).

**DESIRE2LEARN RESPONSE**

Please refer to our response regarding the Continuous Delivery model on page 106 for information regarding upgrades and new releases. Once we adopt Continuous Delivery, releases are monthly, and would include patches and maintenance, in addition to updated functionality.
3.8.7. If the system offers a vendor-hosted option, please describe the flexibility and control University retains over the upgrade schedule.

**DESIRE2LEARN RESPONSE**

Please refer to our response regarding the Continuous Delivery model on page 106 for information regarding upgrades. As noted, Desire2Learn performs the actual upgrades. After adopting the Continuous Delivery model, clients will be able to choose when to enable certain features. However, upon adoption of this model, clients will need to turn on those features when they are ready to adopt them. There will be an administrator interface/tool that can be used to do this.

3.8.8. If the system offers a vendor-hosted option, please describe the level of control over the version University runs.

**DESIRE2LEARN RESPONSE**

Please refer to our response above.

3.8.9. The law school operates on a semester basis, while the remainder of the University operates on a quarter system. How will the LMS accommodate University’s need for two production instances for the semester and quarter system courses?

**DESIRE2LEARN RESPONSE**

Using our platform, UO could choose to have separate orgs for their courses, or share a single org using our flexible org structure.

In the case of two separate instances, Desire2Learn has multiple examples of large multi-campus, and multi-institutional org installations on a single instance or multiple instances, if required. Desire2Learn can provide multiple examples of this type of deployment, from two to 20+ orgs deployed to a single installation of Desire2Learn code. If a seamless connection needs to be made, Desire2Learn would recommend a Single Sign-On between the environments. Integration of Student Information System and other deployments would need to be done twice, although FTE licenses would likely be shared. Certain elements, such as import/export of role permissions, can enable efficiencies in set up of similar roles between the environments.

However, with Desire2Learn’s flexible org structure, we can enable an autonomous law school to exist within the main university group, even with a different time-based organization. Separate authentication sources can be used for different organization units. Time-based org unit parents such as Semesters and Quarters can co-exist within Desire2Learn.

One of the strengths of the Desire2Learn architecture and system is that UO can mirror its established physical structure within the Desire2Learn platform. Clients can create as many levels of institutional hierarchy as they need, and each level can have autonomy with its own user roles and permissions, its own unique branding, and its own set of integrations while being connected with other levels through the platform’s architecture. When a user logs in, Desire2Learn can use custom logic to send the user directly to the Law School homepage.
3.8.10. How does the LMS accommodate faculty and staff who wish to store course materials and media in secure, persistent repositories for use in multiple courses and multiple terms?

**DESIRE2LEARN RESPONSE**

When using Desire2Learn Learning Environment, faculty and staff can store course materials using the native Manage Files tool.

The Manage Files tool is a file management system that instructors can use to keep their files for course offerings organized and current. Moreover, UO can use this tool to upload files associated with their course offerings. There is also multi-file upload available in the Manage Files tool.

The functions that instructors can perform in with the Manage Files tool can be divided into the following two categories:

- Organizing and managing files and folders – Perform basic tasks such as creating, editing, deleting, uploading, moving files and folders, and zipping and unzipping files.
- Creating topics from your files – Create topics using files from your course content structure.

**Desire2Learn Learning Repository (Optional)**

Alternatively, Desire2Learn Learning Suite includes the optional Learning Repository solution, which is an integrated, powerful content management tool. With Desire2Learn Learning Repository, UO can share learning material between courses or projects.

By incorporating industry standards and specifications such as IEEE LOM, Dublin Core, GEM, and CanCore, Desire2Learn Learning Repository enables the creation, importing, storing, tagging, searching, reviewing and reusing of learning objects, and the creation of Open Educational Resources. It also
supports the creation, upload/download, and use of SCORM compliant IMS-Content Packages making it easier for UO to use and reuse content.

Desire2Learn Learning Repository supports access from within and from outside of Desire2Learn Learning Environment. It enables you to quickly import new learning objects into a searchable repository where users can readily incorporate the appropriate content into course topics.

UO can expect to realize the following benefits by harnessing Desire2Learn Learning Repository:

**Provide Support for Learning Objects** | Promote sharing of content and assessments through packaging into standards-based learning objects.

**Align Content to Learning Standards** | Organize digital resources and assessments to standards or outcomes for easy searching and deployment to learners.

**Manage Content Efficiently** | With our comprehensive metadata capabilities, share and reuse resources and improve overall course quality.

**Save Time** | Realize dramatic time savings with centralized storage, fast and flexible browsing, powerful full-text search capabilities, advanced metadata editing, all in a clean, simplified user interface.

**Support Course Development** | Provides a natural extension to the course creation process with deeply integrated support throughout Desire2Learn Learning Environment tools.
**Reduce Costs** | Significant training, support, and file storage cost savings are realized compared to other third party learning repositories.

**Leverage Interoperability** | Aggregate materials from a number of sources including libraries into a single search interface.

3.8.11. Describe archival and storage provisions of past courses as available to faculty, student, school administrators (non-technical) and system/application administrators.

**DESIRE2LEARN RESPONSE**

Desire2Learn Learning Environment has a couple of ways to archive courses. A popular method, used by many of our clients, is to simply make courses inactive. Inactive courses remain on the system, but users cannot use them for instruction. This does not impact the performance of the system in any way, and allows authorized users immediate access to previous materials. Restoring these inactive courses is a simplified process that can be accomplished with one click.

Administrators can backup courses using the Copy Course Components utility found in each course. Instructors can then reuse these components or store the components for importing into another course offering or template at a later date.

Course components are exported to an IMS-CP compliant zip file which is a standard file format based on the IMS Content Packaging Specification. Some of the specific Desire2Learn components that can be exported include: calendar, checklists, competencies.

Administrators can also archive one or multiple courses using the data purge tool (what course tools are archived is specified by the Administrators). The export format that is used by the data purge tool is Bulk Copy Program (bcp). The bcp utility bulk copies data between an instance of Microsoft SQL Server and a data file in a user-specified format.

3.8.12. Describe the provisions that enable the LMS to be in compliance with Oregon and federal disabilities laws and regulations, including accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194.

**DESIRE2LEARN RESPONSE**

The core products that make up the Desire2Learn Learning Suite, Desire2Learn Learning Environment, Desire2Learn Learning Repository and Desire2Learn ePortfolio, all comply with the applicable industry standards of Section 508 of the United States Rehabilitation Act of 1973.

At Desire2Learn, we believe it is imperative to make online learning accessible to all. To reach this goal, we have usability specialists that meet with accessibility consultants throughout the year and develop strategies to implement their recommendations into our Learning Suite.

We report our compliance publicly using a Voluntary Product Accessibility Template (VPAT) that is available for each 508 compliant product online at [http://www.desire2learn.com/access/](http://www.desire2learn.com/access/).
3.8.13. Describe how the LMS meets WCAG 2.0 accessibility standards.

**DESIRE2LEARN RESPONSE**

International standards form an important basis for interoperability with current and future assistive technologies. Desire2Learn tests applications against the World Wide Web Consortium’s (W3C) Web Content Accessibility Guidelines (WCAG) version 2 level AA and Section 508.

Desire2Learn tests against these standards using a mix of automated and manual quality assurance testing. The following tools are used:

- AChecker®
- Firefox Accessibility Extension
- Firefox web developer toolbar
- Firebug

WCAG AA errors are treated as very serious software defects.

Complete details about WCAG and section 508 compliance may be found in the Desire2Learn WCAG 2 checklist and the Desire2Learn Voluntary Product Accessibility Template (VPAT). This is available at [http://www.desire2learn.com/products/accessibility/standards/](http://www.desire2learn.com/products/accessibility/standards/).


**DESIRE2LEARN RESPONSE**

Yes, Desire2Learn Learning Environment is screen reader accessible. Desire2Learn also conducts usability testing with people with disabilities to validate the functional accessibility of their products.

3.8.15. Does your product allow the user to customize the look of the display (size, color, etc.)? If so, describe how the user enables the customization features.

**DESIRE2LEARN RESPONSE**

Yes, the Desire2Learn Learning Suite offers UO the unparalleled ability to customize the content, look, and feel of your organization’s portal, homepage, and learning environment. UO can customize the entire Desire2Learn learning experience from the way messages are displayed to the actual page layout of the site.

Desire2Learn allows you to set up custom portals/homepages for any course or department in the system. The Homepage tool enables complete customization for home pages at the organization, course, and any level in between. For example, a department can have its own unique color and scheme, look and feel, department news, and department events.

Users with appropriate permissions can modify the navigation bar, page layout, widgets (tools) and colors used on the homepage. The homepage can look different for different roles and can be modified based on individual user preferences. The homepage management tool allows you to pick from a variety of layouts for widget placement. The placement of widgets on homepages in the 960 pixel grid system provides further branding opportunities to the left and right of the centered 960 pixel layout.

Desire2Learn believes an eLearning platform should not dictate UO’s approach to teaching and learning. It should be tailored to your needs, desired look and feel, philosophy, vision, brand, and pedagogical approach at the organization, school, department and course level.
3.8.16. Can LMS users program or use hot-keys for shortcuts?

**DESIRE2LEARN RESPONSE**

Yes. Desire2Learn is a browser based platform; our solution has unique URLs for each area in the system. Therefore, it is possible to create short cut keys or hot keys to a specific, frequently used area of the platform. Depending on the authentication strategy adopted by your institution, a user could go directly to the area in the platform, or could be prompted for login information before being sent directly to the specified area.

3.8.17. If included in the Competitive Range and invited for a demonstration, you will need to submit a completed copy of Section 1194.22 of the Information Technology Industry Council's Voluntary Product Accessibility Template (VPAT).

**DESIRE2LEARN RESPONSE**

Yes, Desire2Learn has provided our VPAT document (including inclusion of 1194.22 compliance) in the Supporting Documents section of this submission.

### 3.9 LMS Features. (M/E)

3.9.1. Describe how the LMS provides and presents the following:

3.9.1.1. Uploading and downloading documents

**DESIRE2LEARN RESPONSE**

**Uploading**

Uploading documents to the Desire2Learn Learning Environment is a simple process for instructors and students alike.

The File upload control in Learning Environment tools supports drag and drop for uploading multiple files from your desktop. This consistent and pervasive interface saves users time adding attachments, managing files, submitting assignments, updating their Locker, and doing other tasks throughout Learning Environment. This interface is also completely accessible and can be used by non-drag and drop enabled devices, screen readers, and by users with motor skill limitations.
**Downloading**

Users can download content within Desire2Learn Learning Suite in various ways based on the tool that the content is placed in.

For example:

- Instructors can download student-uploaded dropbox submissions from the Dropbox tool
- Uploaded documents can also be individually downloaded or zipped together and downloaded from the Manage Files tool and Email tool (e.g., attachments)
- Documents can be enabled to be downloaded directly from the Content area by students
- Documents in Content can also be downloaded to the Binder application for note taking and off-line reading
- Based on permissions, users can download documents (learning objects) directly from the optional Desire2Learn Learning Repository
- Users or groups of users can store and download files within the Locker tool
- Artifacts, or files, within Desire2Learn ePortfolio can be shared and downloaded by internal and external users (based on permissions)

---

3.9.1.2. An assignment drop box or equivalent

**DESIRE2LEARN RESPONSE**

Yes, the Dropbox tool enables students to submit assignments through Desire2Learn Learning Environment, eliminating the need to mail, fax, or email assignments. Using the Dropbox tool, students can simply upload their assignments to the appropriate folder.

Instructors may set up separate dropbox folders for each assignment and restrict access to the folders by date and time, group membership, or special access permissions. Set a dropbox folder due date independent of folder availability to clearly communicate the date until on-time submissions are accepted.
Additionally, due dates are highlighted for students while late submissions are highlighted for instructors. These late indicators in the interface are dynamic and are based on the submitting user’s due date – if a submission previously flagged as late has its due date extended for the user, it will not be flagged as late in the interface.

Instructors can be notified of new dropbox submissions through the Updates widget or daily summary notifications. Instructors can also grade each assignment, leave feedback in a variety of ways, and return submissions with comments all from within the Dropbox tool. Once assignments are submitted, an instructor can view the assignment in their browser or download them, sort assignments by students or check submission times.

The Dropbox folder is instructor view of a Dropbox folder.

The Dropbox folder supports individual or multiple attachments of virtually every single file type. The table below presents some of the more commonly used file types that are supported by Desire2Learn Learning Environment:

<table>
<thead>
<tr>
<th>File Type</th>
<th>Extension</th>
<th>File Type</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Web</td>
<td>ASP, HTM, HTML, XHTML, etc.</td>
<td>Audio</td>
<td>MP3, MPA, RA, WAV, WMA, etc.</td>
</tr>
<tr>
<td>Text</td>
<td>DOC(X), RTF, PDF, TXT, WPD, etc.</td>
<td>Video</td>
<td>AVI, FLV, MOV, MP4, MPG, RM, SWF, WMV</td>
</tr>
<tr>
<td>Data</td>
<td>CSV, PPT(X), XLS(X), XML, etc.</td>
<td>Developer</td>
<td>C, CPP, CS, JAVA, PL, PY, etc.</td>
</tr>
<tr>
<td>Image</td>
<td>BMP, GIF, JPG, PNG, PSD, TIF, etc.</td>
<td>Other</td>
<td>ZIP, RAR, KDW, etc.</td>
</tr>
</tbody>
</table>

Desire2Learn also features a complete integration with Google Drive™. Once submitted to the Dropbox, these documents are converted to PDF, and allow other tools like Turnitin® to perform document analysis. Upon submitting these documents, users can no longer edit them. Being able to submit these
documents to the Dropbox tool allows customers to use Google’s office productivity and collaboration tools more effectively.

- 3.9.1.3. The ability to create, perform, and grade quizzes and tests online

**DESIRE2LEARN RESPONSE**

Yes, Desire2Learn provides a versatile quizzing tool which allows for the quick creation of surveys, self-assessments and evaluative assessments using a large number of question types. Instructors can easily create, edit, and grade quizzes with no prior knowledge of HTML or other web programming technologies. Quiz results are viewed in an organized and concise format. UO can set numerous restrictions on the quizzes they create (such as date of availability), as well as associating them with learning objectives. Questions can also be created in, or copied, to question libraries that allow for full reuse of questions or quizzes within a course, or all courses across the organization.

Fair tests can be created that pull a certain number of questions of particular difficulty levels from different random question pools. The Desire2Learn testing and assessment tools are fully compliant with IMS. The following question types (question formats) are currently available:

- calculated — including randomly generated numbers
- fill-in-the-blanks
- image and description text
- Likert-style (only for surveys)
- long answer
- matching
- multiple choice
- multi-select
- multi-short answer
- other custom question types
- ordering
- short answer
- significant figures
- true or false

**RANDOM QUESTIONS**

Inserting a random section into a quiz ensures that each user will receive a unique set of questions. The random section pulls from a designated pool of questions stored in the Question Library. It is important to note that you must import questions that have already been created elsewhere into a random section.

After selecting the questions from the library, you can specify how many questions from the random question pool each user should see. The random section will then randomly select this number of questions for each user that takes the quiz. This feature guarantees that each user will receive a unique quiz with different questions. There are no limits to the number or type of questions in a random quiz.

**QUIZ MANAGEMENT**

Instructors can handle student pre/post testing by creating multiple attempts for a quiz (see below figure) and use our release condition feature to set schedule and requirements for pre/post tests.
Instructors are also able to create custom learning paths for each student, as the Restrictions tab allows for special access for specific users. For example, if a special education user is in need of more time on a quiz or test, the instructor can give them special access to that quiz for an extended period of time. Desire2Learn keeps confidentiality in mind, as users will not be able to see the differences in due dates. The Calendar will only show the due date for that specific user.

UO may also add bonus questions, mandatory questions, and prevent users from moving backwards in the quiz.

**LEARNING OBJECTIVES**

You can associate a quiz with a set of learning objectives and a competency that you want people taking your course to master. You can also evaluate the quiz using a rubric. You can associate a whole quiz, or a group of questions, with learning objectives.

Using the Objectives tab, you can associate a quiz with a learning objective, and therefore tie the assignment to a competency you want users to master. This association can be a basic association or an association with a rubric-based assessment. In cases where only a subset of quiz questions are relevant to a learning objective, you can align specific groups of quiz questions to learning objectives from the quiz’s Objectives tab. The questions must be together in a section. In addition, you can use a new learning objective assessment method for quizzes called “Score on selected questions”. It’s the numeric score of all questions in the quiz aligned to the learning objective.

- 3.9.1.4. A comprehensive, programmable online grade book

**DESIRE2LEARN RESPONSE**

Yes, Desire2Learn provides an easy to use grade book that is available via the Grades tool. The Grades tool meets a multitude of needs utilizing a powerful feature set and set-up wizard. UO instructors control the grading formula used to calculate grades, what is graded, and how grade items are calculated using other
tools. Instructors can also control when grades are released to students and what specific information they see.

The grade book within the Grades tool is a list of items that instructors use to evaluate student performance. Grade items can include assignments, tests, discussion posts, participation, attendance, etc. For time efficiency, grades can be entered in a simple spreadsheet-style interface or imported from Microsoft® Excel® or CSV File Format.

Grades Setup Wizard

To create a comprehensive grade book, Desire2Learn Learning Environment is equipped with a Grades Setup Wizard which will guide instructors through the process of creating a grade book. The Grades Setup Wizard takes instructors through a list of setup options that should be set before grade items and categories are created via seven steps:

- Step 1: Choose Grading System
- Step 2: Final Grade Released
- Step 3: Grade Calculations
- Step 4: Choose Default Grade Scheme
- Step 5: Managing View Display Options
- Step 6: Student View Display Options
- Step 7: Grade Setup Summary

Upload Grades from a Spreadsheet

Instructors can enter grades in another application and import them into Desire2Learn Learning Environment using a CSV or TXT file. The import file must follow a standard format. A “grades sample import” file is available as a reference point. We recommend that instructors set up their grade book in Desire2Learn Learning Environment even if they plan on entering grades in a CSV or TXT file. Instructors can then use the Export Grades option to create an appropriately structured file.
3.9.1.5. Offline sync capability for grade books.

**DESIRE2LEARN RESPONSE**

Yes, Desire2Learn supports faculty exporting the Desire2Learn gradebook to CSV and conducting offline grading. With the Import Wizard, Desire2Learn gradebook can identify when new grading columns have been added to the csv and walk the faculty through a short set of questions to properly import the new figures.

3.9.1.6. Ability for instructors, course builders, teaching assistants, and administrators to see a student view of courses

**DESIRE2LEARN RESPONSE**

Yes, Desire2Learn Learning Environment provides the opportunity for those with appropriate permissions to switch roles temporarily with another role in UO’s organization to gain the perspective of a user (such as a learner) via the personal menu or role switch widget. Specific users can also be or impersonated via the impersonate option available in the Classlist tool.

When a role is switched, the environment will be presented as that role would see it, without any associated user data. Role switching is dependent on the privilege level associated with a user; users can only switch to roles with fewer privileges. Using the privileges presented in the image on the right, an administrator could switch their view to that of a student. However, an administrator would not be able to switch their view to that of a super administrator.

From the Classlist tool and the Users Management tool, you can also select the impersonate option from the drop-down menu to impersonate a user. As an instructor, impersonation is useful for providing advanced user support, as it allows you to see precisely what the impersonated user would see, no simulation involved. Note that impersonation is logged internally by Desire2Learn for auditing purposes.

3.9.2. Does the proposed LMS provide a well-designed mobile interface that works on the most commonly-used smart phones and tablets? Describe the functional differences between the mobile client or platform and the full online website.

**DESIRE2LEARN RESPONSE**

Yes, Desire2Learn’s Mobile solutions work with the following mobile devices:

- iPhone® 4, 4S or 5 with iOS 6 or above
- iPod Touch® 4th or 5th generation with iOS 6 or above
- Android™ 4.0 and above, 2.3
- BlackBerry® Bold™ 9900 Series, 9700 Series, BlackBerry® Torch 9810, 9800, BlackBerry® Curve™ 9300 Series with BlackBerry® OS 7.0, 6.0 or 5.0
- BlackBerry® Curve™ 8900 Series, BlackBerry® OS 5.0

**Mobile Web**

Desire2Learn Mobile Web is compatible with the following devices:

<table>
<thead>
<tr>
<th>Operating System/Browser</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>iOS (newest)</td>
<td>Supported</td>
</tr>
</tbody>
</table>
### iOS

<table>
<thead>
<tr>
<th>Version</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>iOS 7 (3GS/4/4S/5/5C/5S, iPod Touch 4/5, iPad 2/3/4/mini)</td>
<td>Supported</td>
</tr>
<tr>
<td>iOS 6 (iPhone 3GS/4/4S/5, iPod Touch 4/5, iPad 2/3/4/mini)</td>
<td>Supported</td>
</tr>
<tr>
<td>iOS 5 (Safari 5.1)</td>
<td>Maintenance</td>
</tr>
<tr>
<td>iOS 4 (iPhone 3, iPod Touch 2)</td>
<td>Unsupported</td>
</tr>
<tr>
<td>iOS 3 (iPhone, iPod Touch 1)</td>
<td>Unsupported</td>
</tr>
</tbody>
</table>

### Android

<table>
<thead>
<tr>
<th>Version</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Android (newest)</td>
<td>Supported</td>
</tr>
<tr>
<td>Android 4.3 (Jelly Bean)</td>
<td>Supported</td>
</tr>
<tr>
<td>Android 4.2 (Jelly Bean)</td>
<td>Supported</td>
</tr>
<tr>
<td>Android 4.1 (Jelly Bean)</td>
<td>Supported</td>
</tr>
<tr>
<td>Android 4.0 (Ice Cream Sandwich)</td>
<td>Supported</td>
</tr>
<tr>
<td>Android 3.2 (Honeycomb)</td>
<td>Maintenance</td>
</tr>
<tr>
<td>Android 2.3 (Gingerbread)</td>
<td>Maintenance</td>
</tr>
<tr>
<td>Android 2.2 (Froyo)</td>
<td>Maintenance</td>
</tr>
<tr>
<td>Android 2.1 (Éclair)</td>
<td>Unsupported</td>
</tr>
<tr>
<td>Android 1.6 (Donut)</td>
<td>Unsupported</td>
</tr>
<tr>
<td>Android 1.5 (Cupcake)</td>
<td>Unsupported</td>
</tr>
<tr>
<td>BlackBerry 10</td>
<td>Supported</td>
</tr>
<tr>
<td>BlackBerry 7</td>
<td>Supported</td>
</tr>
<tr>
<td>BlackBerry 6</td>
<td>Maintenance</td>
</tr>
</tbody>
</table>

### Tablets

Desire2Learn Campus Life™ is a native mobile application for BlackBerry®, iPhone®, iPod touch® and Android™ platforms, designed to consolidate campus services, news, resources and Desire2Learn Learning Environment in a single, institutionally branded application.

Desire2Learn Assignment Grader allows instructors and educators to take their entire launched collection of student-submitted digital assignments anywhere they want and grade them from the convenience of an iPad®.
Desire2Learn Binder gives users the freedom to read, interact with, and organize course resources from virtually anywhere directly on an iPad® tablet device.

Further tablet support for desktop web browsing is outlined below:

**TABLET SUPPORT FOR DESKTOP WEB**

<table>
<thead>
<tr>
<th>Browser</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Android Browser (newest)</td>
<td>Supported</td>
</tr>
<tr>
<td>iOS Safari (newest)</td>
<td>Supported</td>
</tr>
<tr>
<td>Microsoft Surface Internet Explorer 10</td>
<td>Supported</td>
</tr>
<tr>
<td>Playbook Browser (newest)</td>
<td>Supported</td>
</tr>
</tbody>
</table>

**Feature Differences**

When using the Mobile Web solution, Discussion forums are supported for posting, and Content, News, and Calendar can be viewed with the mobile web view. On tablets, other assessment tools like Quizzes and Dropbox can be used.

The following is a visual of the available tools in mobile web:

![Available tools in Mobile Web](image)

However, when using the Mobile Web solution, quizzes and dropboxes are not supported via smartphones. However, on tablets, assessment tools like Quizzes and Dropbox can be used. Although not available from Desire2Learn Mobile Web view, users can always switch to a ‘full desktop’ view from their mobile or tablet device. The ‘full desktop’ view would allow users the full range of functionality with the Desire2Learn Learning Environment.

3.9.3. Describe the communication tools natively available in the LMS.

**DESIRE2LEARN RESPONSE**

Desire2Learn Learning Environment enables communication and connection through integrated learning tools that provide communication experiences which promote an engaging, social, and collaborative usage environment via the following tools and features:

- Blog
- Calendar
- Chat
- Discussions
- Instant Messaging (Pager tool)
- Intelligent Agents
- Notifications
- Social Profiles and Sharing
Blog | The Blog tool provides a controlled environment for communication, reflection, critical thinking, and long-form response. Users can read peers’ blogs, leave comments, share posts, and maintain a list of favorite blogs. If a blog is made public, it can be shared via Facebook, Twitter, LinkedIn®, and Google+™.

Calendar | The Calendar tool provides users with a variety of options for creating, managing, viewing, and printing a clear timeline of course events. Calendars can be exported to an external app or subscribe to a calendar’s feed and to see events within the Calendar tool.

Chat | As a real-time, text-based collaboration tool, UO can use the Chat tool to brainstorm ideas, hold a question and answer period, have a debate or discussion, or organize a remote study group.

Discussions | The Discussions tool allows users to rate one another’s message postings, can be configured to offer participation incentives, and empowers users to call out key contributions. Discussions can be graded with ease and supports both numeric and rubric assessment types.

Email | A fully-featured email tool is included can be configured for send-only messaging, for internal messaging only, or for sending/receiving both internally and externally.

Instant Messaging (Pager tool) | With the Pager tool, users can easily identify users who are online and send instant messages to them. As a security measure, the Pager tool is automatically turned off when learners are using the Quizzes tool.

Intelligent Agents | Intelligent Agents is enabled when instructor-defined criteria are met, such as an assignment being submitted on time or late, triggering notifications to designated stakeholders to share milestones or recommend actions. This can help recognize user achievement and identify at-risk learners.

Notifications | The Notifications tool allows instructors to help users to stay up-to-date on new or updated grades, replies from discussions, upcoming dropbox or quiz due dates, updates to course news feeds, and much more.

Social Profiles and Sharing | Users can add social profiles such as LinkedIn®, Facebook, Twitter, and Google+™ to their profile which allows them to make connections with friends, mentors, colleagues, and peers as an integrated part of the learning process.

Synchronous Integration | Desire2Learn has developed an Integration Pack for Synchronous Communication Tools (IPSCT) which provides a direct integration with Adobe® Connect™ and Blackboard® Collaborate for distance learning, meetings, webcasting, and events. The IPSCT integration has also been extended to other third-party offerings such as WebEx™. We also offer integrations to other third-party offerings such as Microsoft® Lync® via the IPSCT.

Extend Your Reach

In addition to the many communication and connection features outlined above, many of our additional, optional products also offer communication and connection experience to empower success.

Desire2Learn ePortfolio | Desire2Learn ePortfolio is a powerful user-centered application for storing, organizing, reflecting on, and sharing items that represent the individual learner. Within Desire2Learn ePortfolio, users may include documents, graphics, audio files, presentations, etc., that reflect their personal learning journey. Users can then easily share their achievements, knowledge, and reflections with advisors, employers, or peers. As a social learning tool, Desire2Learn ePortfolio encourages learners to apply natural social interactions to the learning process. Learners can leverage the power of their social networks to share ideas, collaborate on projects, and develop relationships around common interests.
Desire2Learn Capture | Desire2Learn Capture empowers presenters to go beyond simply communicating, so that audiences can connect like never before. Our portable and fully-automated room and mobile capture solution allows UO to capture and effortlessly deliver a synchronized audio, video, and presentation-rich media experience. Viewers can also participate in live text chat, and search for text contained in visual aids.

3.9.4. Describe the ability to integrate plug-ins and third party tools.

DESIRE2LEARN RESPONSE

Desire2Learn is an integrated learning platform that provides the ability to integrate plug-ins and third party tools into your eLearning ecosystem. Extending extensibility is accomplished in a number of ways, including:

1. By adhering to industry standards (e.g., IMS Enterprise specification)
2. By creating generic interfaces for programmatic access to the Desire2Learn system; for example, via Desire2Learn Valence
3. By creating target interfaces for seamless and common UI for third party incorporation into Desire2Learn applications (e.g., Integration Pack for Synchronous Communication Tools — used for Elluminate Live!® integration)
4. By investing in direct integrations in which Desire2Learn developers work specifically with the third party vendors to integrate directly into our applications.

3.9.4.1. Does the LMS natively support LTI? What other interoperability and industry standards does LMS natively support?

DESIRE2LEARN RESPONSE

Yes, Desire2Learn natively supports LTI. Please refer to our response regarding standards on page 8.

3.9.4.2. Can a faculty member develop and integrate a third party tool just for one course?

DESIRE2LEARN RESPONSE

Yes, using our standards-based and generic interfaces, a faculty member can create and integrate a tool for just one course.

3.9.4.3. What are the common third party tools that are integrated?

DESIRE2LEARN RESPONSE

Desire2Learn can integrate many examples of third-party tools, including for third-party authored content, reporting tools, and communication tools. We also support a Partner Network that provides Desire2Learn clients with a breadth of solutions and opportunities to expand and tailor eLearning technology solutions to their needs.

Third-party Authoring tools

In terms of third-party authored content, for example, common instances of this capability include the ability to import SCORM packages from SCORM authoring tools, including SoftChalk™, Articulate®,
Adobe®, etc. Desire2Learn is IMS Common Cartridge compliant, allowing content, even password-protected content, to be imported into courses from third party publishers. Desire2Learn is also IMS-CP compliant and can import course packages created by tools like Dreamweaver®.

Content authored on other third-party tools that produce common file formats like ppt, Flash®, avi, and html, can be easily imported through the interface while online tools that create online content (blogs, feeds, Flickr® albums, cartoons) can be embedded into an html file using the HTML Editor or linked from the Content tool. Desire2Learn is also IMS-QTI compliant in order to aid the import of questions created via third party quiz authoring tools like Questionmark™ or Respondus®.

**Third-party SQL Tools**

The Learning Suite database can be queried by many third party tools such as Crystal Reports, MS SSRS, Oracle® Fusion, etc. Data can be pulled from the Desire2Learn Reporting Data Warehouse.

**Third-party Communication Tools**

Desire2Learn has also developed an Integration Pack for Synchronous Communication Tools (IPSCT), which provides a direct integration with Adobe® Connect™ and Blackboard® Collaborate for distance learning, meetings, webcasting, and events. Desire2Learn has extended the IPSCT integration to other third-party offerings such as WebEx™. We also offer integrations to other third-party offerings such as Microsoft® Lync® via the IPSCT.

**Partner Network**

With over 75 partners (and more joining all the time), the Partner Network provides Desire2Learn clients with a breadth of solutions as well as opportunities to expand and tailor eLearning technology solutions. As our partner list continues to grow, please visit our Partner Showcase for a current listing of our partner solutions: [http://www.desire2learn.com/partners/directory/](http://www.desire2learn.com/partners/directory/).

The following is a sample listing of current partner types and their solutions:

<table>
<thead>
<tr>
<th>Global Alliances</th>
</tr>
</thead>
<tbody>
<tr>
<td>IBM</td>
</tr>
<tr>
<td>Accountability and achievement solutions for education</td>
</tr>
<tr>
<td>Microsoft</td>
</tr>
<tr>
<td>Transformative learning in higher education</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Content Development Partners</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cengage Learning</td>
</tr>
<tr>
<td>Cengage Learning offers customers MindLinks as the integration point to bring MindTap and CourseMate digital solutions directly into Desire2Learn.</td>
</tr>
<tr>
<td>McGraw Hill Education</td>
</tr>
<tr>
<td>McGraw Hill Campus is integrated to Desire2Learn allowing secure single sign on to engaging course content and tools.</td>
</tr>
<tr>
<td>MacMillan Higher Education</td>
</tr>
<tr>
<td>Macmillan Higher Education is widely recognized as publishers of the high quality content with a strong focus toward innovation and course redesign</td>
</tr>
<tr>
<td>Pearson Education</td>
</tr>
<tr>
<td>Pearson MyLabs allows instructors and students to log into Desire2Learn and directly access their Pearson content and resources.</td>
</tr>
<tr>
<td>VitalSource</td>
</tr>
<tr>
<td>VitalSource® Bookshelf® allows institutions and content providers to use</td>
</tr>
</tbody>
</table>
industry standards to integrate systems and content seamlessly.

### Independent Software Vendors

<table>
<thead>
<tr>
<th>Name</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>eXplorance</td>
<td>Developer of Blue™, a Web-based solution for course evaluation, tests and feedback survey management.</td>
</tr>
<tr>
<td>Kaltura</td>
<td>Kaltura's Cross Campus Media Suite offers video tools and applications specifically for Higher Education institutions requiring rich media content.</td>
</tr>
<tr>
<td>Respondus</td>
<td>Respondus offers Assessment Tools for Learning Systems. It can create, and manage exams that can be printed to paper or published directly. Products: Respondus 4.0, LockDown Browser and StudyMate</td>
</tr>
<tr>
<td>Bocavox</td>
<td>Maestro Student Information System offers seamless integration with Desire2Learn LMS providing a full ERP solution for K12 schools, districts, and higher education institutions.</td>
</tr>
<tr>
<td>Readspeaker</td>
<td>A leader in cloud-based text-to-speech (TTS) technology, ReadSpeaker provides users of the learning environment with the ability to listen to text content.</td>
</tr>
<tr>
<td>Scantron</td>
<td>Class Climate provides evaluation and assessment solutions for the higher education market allowing institutions to make informed decisions about the quality of education.</td>
</tr>
<tr>
<td>Sharestream</td>
<td>ShareStream offers an innovative media system for creating, editing, storing, managing and delivering rich media in a secure and auditable environment.</td>
</tr>
<tr>
<td>SoftChalk</td>
<td>SoftChalk Cloud offers the ability to create, manage and share eLearning content in the cloud quickly and efficiently.</td>
</tr>
<tr>
<td>Software Secure</td>
<td>Offers solutions for secure, convenient exam integrity wherever or whenever exams are administered with scalable security for any kind of computer-based exam.</td>
</tr>
<tr>
<td>Top Hat Monocle</td>
<td>Offers a classroom response system that revolutionizes the learning experience by transforming any kind of mobile device into a tool for active learning.</td>
</tr>
</tbody>
</table>

### Service Providers:

<table>
<thead>
<tr>
<th>Name</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cisco</td>
<td>Provides an even richer collaborative environment to support the learning process by making web conferencing an integrated part of the virtual classroom.</td>
</tr>
<tr>
<td>Meeting One</td>
<td>Offers the complete Adobe Connect Solution (licensing, audio integration, server hosting, end user training, webinar events management and more)</td>
</tr>
</tbody>
</table>
3.9.4.4. What collaboration tools (e.g. Google Docs) are natively supported or integrated?

**DESIRE2LEARN RESPONSE**

Please refer to our response to item 3.9.3 (page 58) for details about collaboration tools supported within Desire2Learn Learning Suite.

3.9.4.4.1. E-Book tools

**DESIRE2LEARN RESPONSE**

The Content tool within our solution allows for the creation of HTML content, and also includes the ability to have other file types uploaded into it.

Likewise, a student could download course content and open it in an e-book reader that can display those formats. This can also be accomplished using Desire2Learn Binder, a free mobile solution that allows users to take their course content with them on their tablets for offline viewing. While reading supported content topics from the Content tool, users can select the “Send to Binder” action which allows users to have the content topic sent to Desire2Learn Binder for later viewing. Desire2Learn Binder is a tablet solution that enhances your experience by making digital resources available on your tablet devices. Students can organize, and annotate content stored in Binder and that content is automatically backed up in the cloud for easy access from anywhere.

3.9.4.4.2. E-portfolio tools

**DESIRE2LEARN RESPONSE**

Yes, the core learning environment allows users to have a detailed profile, including links to personal social networking sites, favorite music, etc. Artifacts stored in the Locker can be made available for public view allowing students to share their accomplishments. Likewise, Desire2Learn Learning Environment provides users with the ability to create an individual user profile allowing for a personalized space. Users have the ability to add information to their user profile, which can be seen by other users with the appropriate permissions set. This information can include everything from a picture and nickname to addresses, likes/dislikes, and other user-configurable information.

Desire2Learn also enables UO’s users to add links to their Facebook, Twitter, LinkedIn® professional networking services, and Google+™ profiles. This gives other users the ability to view profiles from other sites, and perform actions such as following on Twitter, requesting a friend on Facebook, or adding each other to Google+™, and LinkedIn® professional networking services.

**Desire2Learn ePortfolio**

In addition to these core features, our solution also supports advanced ePortfolio functionality through the optional Desire2Learn ePortfolio offering.

Yes, our solution supports ePortfolio functionality through the optional Desire2Learn ePortfolio offering.

We recognize that students and instructors both demand a personalized learning experience that extends beyond the boundaries of traditional educational tools. Students and instructors alike need to be able to interact with networks of peers and evaluators to share their portfolio for personal, educational, and professional purposes.
Desire2Learn ePortfolio meets these demands to accelerate a user’s eLearning experience. Desire2Learn encourages users to share and demonstrate their personalized learning experience by allowing all clients that we host to allow their individual users to have 2GBs of storage.

Of particular interest to UO may be Desire2Learn ePortfolio’s ability to empower instructors to guide and improve students’ learning experiences by gaining valuable insight to a student’s learning path which is enabled by the portfolio. Gain knowledge through data on students’ progress toward learning objectives and the degree of shared learning and collaboration. Instructors can aggregate individual efforts at the course, departmental, and institutional level. Equipped with such insight, you now have the ability to shape the learning experience and improve learning outcomes for all students.

BENEFITS OF DESIRE2LEARN EPORTFOLIO

Some of the key benefits of Desire2Learn ePortfolio are highlighted below:

**Life-Long Learning** | The flexible options for porting the Desire2Learn ePortfolio into other formats provide learners the capabilities to use and re-use their portfolio for lifelong learning. ePortfolio provides the ability to map, document and showcase learning and achievements during specific educational enrolments and continue beyond the timeframe of a relationship with a specific educational institution. Use Desire2Learn Portfolio for setting goals and developing a learning roadmap that evolves continuously through various phases as users learn through every day experiences and formal training.

**Mydesire2learn™**

MyDesire2Learn allows graduating students to maintain an active Desire2Learn ePortfolio after leaving their institution. myDesire2Learn ePortfolios are managed in Desire2Learn Cloud and are an example of Desire2Learn’s commitment to supporting lifelong learning. Please see [https://mydesire2learn.com/](https://mydesire2learn.com/) for more information.

**Social Learning** | Desire2Learn ePortfolio enables learners to connect with peers and mentors, give and receive ideas and feedback, share learning experiences, and collaborate with others. Learners can build and extend their learning networks across peers, evaluators, colleagues and subject matter experts. Learners can also insert social profiles into user accounts, such as Facebook, Twitter, LinkedIn® and Google+™. Desire2Learn ePortfolio captures both the formal and informal training learning experience. Develop and achieve goals, gain recognition working with a community of individuals seeking personal growth through social interactions.

**Empowers Learners** | Web 2.0 standard interface components such as a dashboard and tagging engage learners. The dashboard brings social sharing capabilities to the next level, as it allows learners to view recent updates and changes within Desire2Learn ePortfolio. Unread invites, recently changed items and recently viewed items are all posted here, and you can also view which items others have recently viewed of yours.

The ability to publish anything within Desire2Learn ePortfolio provides learners with ultimate control over their learning adventure. Desire2Learn believes social learning to be very empowering.

**Ownership of Learning** | Desire2Learn ePortfolio provides learners with a tool to organize and manage their learning goals and achievements. Learners can tell a story with their ePortfolio and personalize the presentation of the learning story to reflect their personality or message.

**Assess Transparently** | Desire2Learn ePortfolio allows for comments and assessment with rubrics on any item. Grades, competencies, and learning objectives add to the formal assessment component in Desire2Learn ePortfolio.
Harness Flexibility | Powerful and easy to use, institutions can track accreditation while learners establish a personal repository of learning artifacts. With import and export capabilities, learners can take their Desire2Learn ePortfolio contents with them if they ever change institutions.

Integrate Seamlessly | When combined with the Desire2Learn Learning Environment and Desire2Learn Valence APIs, Desire2Learn ePortfolio further expands the ability to offer a complete and learning experience.

Career Development Management | Map goals, track learning experiences and receive feedback on activities, learning objectives, and developing competencies.

Support Peer Assessment | Users can provide comments and assessments using formal rubrics to peers.

Supplement Course Activities | Deep integration with Desire2Learn Learning Environment allows for seamless movement of ePortfolio materials into the course for showcase or assessment and supports users pulling course feedback and assessment items from courses into Desire2Learn ePortfolio.

Support Reflective Learning Practice and Self Assessment | Metacognition, self-explanation and reflection are methods for students to develop deeper learning through clarification, linking experiences and past learning, relating personal beliefs and values, and recognition of patterns.

Desire2Learn ePortfolio is an enterprise offering to support user-centric learning processes through goal setting, capturing learning experiences, and organizing learning evidence. Thus, allowing learners to share ideas, give and receive feedback, participate in social learning networks and showcase their achievements and capabilities.

- 3.9.4.4.3. Collaboration tools

- DESIRE2LEARN RESPONSE

Please refer to our response to item 3.9.3 (page 58) for details about collaboration tools supported within Desire2Learn Learning Suite.

We also provide the additional collaboration features described below at no extra cost.

Groups

Furthermore, Desire2Learn Learning Environment supports group collaboration through the Groups tool, as well as through Wiggio. Additionally, class-wide collaboration is enabled through tools such as the Discussions tool.

Desire2Learn Learning Environment allows instructors to create user groups using the Groups tool. Learners can be populated in the groups either automatically or manually. These groups can have dedicated private discussions, email, dropbox assignments, and lockers (file sharing) in addition to access to any other tool or content can be conditionally released to these groups via release conditions.

Desire2Learn offers three levels of group enrollment:

1. Automatic enrollment: System automatically assigns users to groups based on algorithm.
2. User enrollment/self-selection: Learners choose the group to which they want to be assigned.
3. Instructor enrollment: Instructors enroll learners into groups.
GROUP MANAGEMENT

The Groups tool is used to manage and create group work areas for learners. Learners can belong to any number of groups in the same course. For example, a student could simultaneously belong to a group for each class project, a special interest discussion group, and a group for advanced learners. Members of groups can also be graded as a team or individually.

The group workspaces feature allows for the ability to create group discussions, lockers, and dropboxes from a wizard interface. When creating group categories, access can be provided to the members of those groups with their own work spaces in the Discussions tool, the Dropbox tool, and the Locker tool. Centralized control of all group activities in the system also reduces maintenance time for group management.

Additionally, the Groups tool will allow UO to accomplish the following:

- Establish rules that can be set for group creation and copied from one offering to the next.
- Allow learners to see all the groups they are members of and to interact with their peers through discussions, email, instant messaging, etc.
- Lock-down or share information across sections based upon roles and enrollments.

For learners, Desire2Learn Learning Environment has a single location for them to see all of their group-related activities. Learners have a group homepage where they can see all of the groups they belong to, and what group workspaces are available. This allows for the consolidation of all group management within a course including assignments, discussions, and file sharing.

Peer collaboration is a valuable source of learning that significantly enhances the online learning experience. Desire2Learn Learning Environment facilitates interaction and collaboration through group management integrated into a range of advanced learning tools. The main tool used for group collaboration is the Locker tool which supports group as well as individual lockers.
GROUP LOCKERS

Group locker areas allow learners to collaborate on files with each other. Group lockers are restricted locker areas where members of a group can share files. Any group member can modify files posted in group locker areas.

Group lockers have the same options as regular lockers with the following exceptions:
- The option to make locker files public is not available.
- There is an option to email group members.
- There is a “Modified By” column that shows the last person to work on a file.

Wiggio

Additionally, Desire2Learn can offer UO a simple toolkit that makes it easy for learners to work together in groups, called Wiggio. Wiggio allows learners to create adhoc groups for meetings and collaboration.

Desire2Learn’s integration with Wiggio provides learners with enterprise-level collaboration consolidated in one place. Both inside and outside of the classroom, Wiggio offers a central place for learners to collaborate in their study groups, project teams, clubs, sport teams, or extracurricular organizations.

The integration with Desire2Learn Learning Environment enables learners to leverage the following functionality:
- Send mass messages to all group members via email, text, voice, and video note.
- Schedule events in a shared group calendar.
- Upload and edit files.
- Create polls, host virtual meetings via conference call or run video chats, screen sharing, and group chat rooms.
- Manage group projects with to-do lists.

With Wiggio, instructors, administrators, and learners are able to work together through a single solution that removes the hassle of having to use multiple tools to get the job done. Wiggio streamlines and simplifies group work by providing a central hub for all collaboration.

3.9.4.4.4. Assessment tools, including math assessment tools

**DESIRE2LEARN RESPONSE**

Assessment plays a critical role in the online learning process. Desire2Learn Learning Environment includes an unparalleled suite of measurement and assessment tools to evaluate outcomes and perform formative and summative evaluations of the effectiveness of instructional programs.

Assessment tools are easily linked to other Desire2Learn Learning Environment tools like the grade book and the Dropbox tool, and they have the capability to be imported and exported for reuse in other course offerings.

Tools enabling assessment activities are the following:
- Dropbox (with deep Turnitin® integration)
- Surveys
- Discussions
- Self Assessments
- Quizzes
Integrated features for setting expectations and providing feedback:

- Rubrics
- Grades
- Rich comments area that provides the ability to record audio and record video feedback

Tools for setting and aligning assessments to goals:

- Competencies

**Dropbox**

Originality reports can be generated that highlight where a student submission matches text from a web page, journal, or previous student submission. For dropbox folders that are configured to use the Turnitin® integration, instructors can markup student submissions online, enter grades, and check grammar. There are many evaluative feedback features provided within the Dropbox tool:

- Annotate HTML and Text Documents.
- Online Markup (integration with Turnitin® GradeMark®).
- Download and edit documents and attached the updated files as feedback to the student.
- Record audio and attach to feedback.
- Record video and attach to feedback.
- Access user information and contact users.
- Folder information and properties is a collapsible section that provides access to information about the folder and gives options for adjusting its properties.
- Evaluation Options is a section that contains options to add rubrics, benchmarks, and workflow elements.
- Record Evaluation: Desire2Learn has compressed the areas to assign scores and score rubrics by adding learning objective associations in context of the rubric control.

**Discussions**

Instructors can grade discussions with ease. Choose between linking an assessment to a grade item, assessing users, rating messages in the Discussions tool and associating topics with learning objectives.

Instructors or course designers can link a discussion topic’s score to a grade item in a course’s grade book so that students’ scores are automatically transferred to the grade book. This enables instructors to factor the topic score into students’ final grades for the course. It also enables instructors to display the result to students. Students cannot view their topic score directly through the Discussions tool, but they can view their grades in the grade book. Instructors can choose to allow for grading each individual post for a student or provide a grade for all the posts in a discussion topic at once.

Moreover, instructors can associate a discussion topic with a competency activity to tie the topic’s assessment to a set of learning objectives and a competency for students to master. Discussion activities are evaluated using a rubric.

**Quizzes**

Desire2Learn’s quizzing tool includes a complete toolkit of question styles that can be adapted to any pedagogy. Questions can be created with varying difficulty and randomized within a quiz. Easily share or reuse questions by storing them in the Question Library. Quizzes and questions can also be created and managed using third-party tools. UO can use the Quiz tool to perform the following functions:
Surveys

Create surveys and use the included statistics tools to monitor current course trends and opinions and assess user satisfaction. If desired, survey results can be collected anonymously.

The Survey tool is used to create surveys and questionnaires within a course. It is an excellent way to solicit feedback from users regarding any aspect of a course. For example, surveys can be used as a method of delivering general course evaluations, mid-year reviews, or surveys associated with learning styles and preferences, etc.

Question types available to the Survey tool are similar to the questions available in the Quiz tool and the Self Assessments tool with the exception of the Likert question type which is exclusively available for use in the Survey tool.

Self Assessment

Self assessments are similar to quizzes; however, self assessments provide immediate feedback to students and they are not linkable to the grade book. Instructors can create self assessments to use as topics in course content modules. Self assessment allows students to judge how well they understand material as they work through it. In addition, feedback can be embedded into a self assessment. Self assessments utilize the exact same question types as quizzes; think of self assessments as quizzes that will not be graded.

Since self assessments are an important way for students to assess their performance in a course, the Self Assessment tool is conveniently equipped with a feedback tool. Students will receive feedback immediately upon answering a question. Instructors can choose to provide feedback at the end of a question or on an answer-by-answer basis for some types of questions. The type of feedback given is completely up to the instructor. For example, use feedback to indicate the following: if an answer is correct, where a correct answer can be located in the course content, or what details are expected in an answer.

Rubrics

Desire2Learn Learning Environment supports holistic and analytic rubrics with a virtually unlimited number of achievement levels empowering instructors to create assessment mechanisms to any degree of precision. Instructors can use rubrics to manually or automatically evaluate student performance on activities linked to competencies and learning objectives conducted through a variety of course tools including the Quiz tool, dropbox assignments, the Grades tool, Desire2Learn ePortfolio items and the Discussions tool.
HOLISTIC RUBRICS

Holistic rubrics are single-criteria (i.e. one dimensional) rubrics used to assess students’ overall achievement on an activity or item based on predefined achievement levels.

ANALYTIC RUBRICS

Analytic rubrics are two-dimensional rubrics with levels of achievement in columns and assessment criteria in rows. Analytic rubrics allow instructors to assess students’ achievements based on multiple criteria using a single rubric. Instructors can assign different weights (value) to different criteria and include an overall achievement by totaling the criteria.

Grades

Instructors can access assessments via the grade book. Enter or update a grade from either the Grades tool or the tool with which the item is associated. Associate quizzes, dropbox folders, and discussion forums and topics with grade items and grade item directly from the Quiz tool, the Dropbox tool, the Discussions tool, and the Attendance tool. Instructors can also control when grades are released to students and what information students can access.

The grade book is a list of items which instructors use to evaluate students’ performance. Grade items can include assignments, tests, discussion posts, participation, attendance, etc. Together, the items in a grade book represent all the work in a course with which instructors evaluate students.

Rich Comments

Desire2Learn also provides tools for feedback and assessment that utilize rich media. For example, the Leave Feedback pages in the Dropbox tool enable instructors to evaluate and leave feedback for submitted assignments. Instructors can download dropbox submissions from the Folder Submissions page to work on files offline, or view and grade a document directly on the Leave Feedback page. Grade and leave feedback for a dropbox submission. Instructors can add a file, record video, or record audio as feedback.

Also, instructors can post and reply to discussion messages by attaching an audio recording. Additionally, News items can also include the attachment of audio recordings.

Competencies Tool

The Competencies tool will enable UO to assess learning outcomes and determine whether students have really acquired the knowledge, skills, and/or abilities a learning experience has been designed by UO to provide via Desire2Learn’s flexible competency hierarchy. The Competencies tool tracks information about the knowledge, skills, and abilities that the students at UO acquire as they participate in courses or other learning experiences.

Math Assessment

Desire2Learn provides several ways for users to create meaningful and functional math and scientific equations into assessment questions. This is done through the HTML Editor via MathML, LaTeX, or the Graphical Editor to visually create equations. It is at UO's discretion as to which one is preferred for specific cases.
MATHML

As a standard, Desire2Learn Learning Environment stores and displays all equations in the MathML format regardless of the format that is chosen to enter equations.

LATEX

LaTeX is a typesetting system based on TeX. It provides text syntax for complex mathematical formulae. Desire2Learn Learning Environment stores equations entered in LaTeX format as MathML to ensure consistency and accessibility. MathJax is also available, which allows users to use MathPlayers for Internet Explorer for improved accessibility.

GRAPHICAL EDITOR

The Graphical Editor features a tool bar equipped with a selection of buttons. This tool bar provides the necessary elements to construct your equations quickly and easily. Each button in the Equation Editor toolbar opens a palette of related mathematical symbols.

Palettes in the Graphical Editor

The Graphical Editor includes the following palettes:

- Accents
- Algebra
- Arrows
- Calculus
- Comparison Operators
- Fences
- Layout
- Logical Operators
- Lowercase Greek
- Matrices
- Operators
- Set Theory
- Tools
- Trigonometry
- Uppercase Greek
3.9.4.4.5. Classroom capture/lecture tools

**DESIRE2LEARN RESPONSE**

Yes, Desire2Learn Capture (optional offering) is our webcast product offering that is designed to fit a variety of web production scenarios — from personal webcasting to online staff meetings to fully-automated room deployment. Rich media presentations can be captured and the synchronized content shared with viewers as a live and/or on-demand webcast. Presentations can include video, slides, screen and peripheral sharing; incorporate digital whiteboards and document cameras as well as viewer chats and comments. This highly scalable solution allows for greater collaboration and focus, enabling persistent access to rich media.

To successfully capture and broadcast presentations, Desire2Learn Capture consists of two major components: Desire2Learn Capture Station and Desire2Learn Capture Portal.

**Desire2Learn Capture System Overview**

**Desire2Learn Capture Station**

As its name implies, Desire2Learn Capture Station captures all aspects of an in-room presentation: audio, video, and visual aids such as the presenters PowerPoint®, desktop screen, projected screen display, or document camera.

The Desire2Learn Capture Station is typically used in the room where the presentation is recorded. It takes in the feeds from the audio/video setup and presentation source then delivers the synchronized content to the server(s) for live and on demand distribution.

Desire2Learn Capture Station is available in two forms: Desire2Learn Capture Station, a complete hardware and software solution, or Desire2Learn Capture Software, which can be installed on a desktop or laptop. The capture components appropriate for a particular organization depend primarily on the anticipated production scenario. For example, in-room presentation capture can be completely automated using Desire2Learn Capture Station with no input from the presenter required.
**Desire2Learn Capture Portal**

The Desire2Learn Capture Portal handles all online delivery aspects of the system: it integrates everything recorded by Desire2Learn Capture into one rich media player ensuring full synchronization between all elements.

The presentation is then re-distributed to the online audience as a live or on demand webcast. Viewers can then watch the stream from the Capture Portal’s built-in web interface or through any website/LMS in which the presentation play has been embedded. Together, Desire2Learn Capture Station and Capture Portal provide your audience with an engaging front-row experience wherever they are.

The application provides a control interface for administrators while also acting as a media content management system (MCMS) and live event calendar.

Desire2Learn Capture Portal is available in two forms: a server software application installed on-premise on your own server infrastructure, or managed on Desire2Learn Cloud Services infrastructure.

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3.9.4.6. Grading tools

**DESIRE2LEARN RESPONSE**

Please refer to our response on page 54 for details about grading tools supported within Desire2Learn Learning Suite.

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3.9.4.7. Content creation and delivery tools

**DESIRE2LEARN RESPONSE**

Desire2Learn provides time-saving course content creation techniques and tools that are designed with ease of use in mind. The following tools are available to course designers for content creation:

- the Content tool
- Course Builder
- HTML Editor
- SCORM import
- Copy Course Components

**The Content tool**

With the Content tool, you can drag files from your computer into a module’s upload target to add or updates topics (the files will save in the Manage Files tool). Alternately, you can drop files from your computer directly into modules in the Table of Contents module list.

**DOCUMENT TEMPLATES**

Instructors can select from pre-defined document templates when creating new documents in the Content tool. When instructors select a document template, the new document will pull all of the content and styles from the templates which can be modified as desired.
Create templates by saving to your template directory. All links to assets (images, CSS, etc.) are maintained to ensure that all content renders appropriately.

**CREATE ANY ACTIVITY FROM THE CONTENT TOOL**

Activity creation is integrated directly into the Content tool so that instructors can create checklists, discussions, dropbox folders, quizzes, and surveys from a central location. Instructors can also add existing activities quickly and easily using the insert Quicklink control. As a result, instructors can add activities in the system in just a few clicks.

**Course Builder**

Course Builder utilizes drag-and-drop course design and setup to organize and manage the development of a course, its lessons, and its materials. Please refer to our response regarding this tool on page 10 for more information.

**HTML Editor**

The HTML Editor is available throughout Desire2Learn Learning Environment integrating with tools that have HTML content creating capabilities without requiring knowledge of HTML since it can be utilized as a WYSIWYG editor.

Access the HTML Editor by clicking on any applicable text field, clicking the edit icon beside a text field, or some tools such as the Content tool and the Widget Management tool activate the HTML Editor automatically. The HTML Editor enables course designers to insert multimedia such as Adobe® Flash®, audio files, YouTube™, Flickr®, links, etc.
**SCORM import**

SCORM packages can be used and shared in any course. SCORM 1.2 and 1.3 (2004) packages can be directly imported into Desire2Learn Learning Environment using the Import/Export utility. The SCORM package includes all the Sharable Content Objects and associated Sharable Content Assets.

**IMS OR SCORM-COMPLIANT EPACKS**

Our solution also supports the import of IMS or SCORM-compliant ePacks or course cartridges from most textbook publishers.

**Copy Course Components**

The copy course components utility enables course designers to copy quizzes, content, grade items, discussions forums, dropbox folders, and nearly every other type of component from another course offering or a course offering’s parent template. Copying elements saves you from having to recreate course resources and can significantly reduce the amount of work required to create or reoffer a course. You can use the copy components features to accomplish the following:

- Reuse components created in a previous course offering.
- Add components created by your peers into your own course offering.
- Set up standard components inside a course template and copy them into a new offering each time a course is reoffered.

Course designers can select any subset of the course (e.g. content, quizzes, file) to back up by exporting them in IMS compliant format. The following are some of the Desire2Learn components that can be exported:

- Checklists
- content
- course files
- discussions
- dropbox content
- external links
- grade books
- news
- question libraries
- quizzes
- release conditions
- schedules
- self assessments

Components are exported to an IMS CP compliant zip file which is a standard file format based on the IMS Content Packaging Specification.

**3.9.4.4.8. Video editing tools**

**DESIRE2LEARN RESPONSE**

Yes, the optional Desire2Learn Capture allows for editing of basic captured content without the need for external tools. Administrators can edit published presentations using the web-based post production tool called Producer which is built into Desire2Learn Capture. Producer enables instructors to accomplish the following:

- Create inner cuts throughout the presentation.
- Upload a presentation file. DOC, DOCX, PPT, PPTX, and PDF file formats are supported.
- Edit/add slide titles.
- Change a slide position.
- Change a chapter position.
- Edit a chapter title
- Trim the video.
- Replace the slides.
• Edit slide metadata.
• Add chapters (denoting sections of a video).
• Edit the timing of slides.
• Delete slides and chapters.

It is also possible to alter certain slides by uploading and converting a custom PowerPoint® presentation file.

REVISION HISTORY

The revision history drop-down list indicates the date and time of previously saved versions of the presentation you are editing.

■ 3.9.4.4.9. Live and on-demand streaming video platforms

**DESIRE2LEARN RESPONSE**

Yes, Desire2Learn Capture is an optional live and on-demand streaming platform available with our Learning Suite. Please refer to the overview provided on page 72 for more information.

■ 3.9.4.4.10. Other tools and platforms

**DESIRE2LEARN RESPONSE**

Please refer to our response to item 3.9.3 (page 58) for details about communication and collaboration tools supported within Desire2Learn Learning Suite. Furthermore, we encourage UO to review the Groups tool, as well as our Wiggio solution, as described on page 65.

■ 3.9.4.5. How does the LMS handle large file size transport (e.g. video files > 500 MB)?

**DESIRE2LEARN RESPONSE**

Please refer to our response regarding media storage and streaming on page 85.

■ 3.9.4.6. Describe the Proposer’s process for integration of third party tools.

**DESIRE2LEARN RESPONSE**

Please refer to our response to item 3.9.4 on page 60 for details on the various ways our platform supports third-party extensibility. A further description of common third party integrations has been provided on page 60.

■ 3.9.4.7. What is Proposer’s technical review and approval process for these tools?

**DESIRE2LEARN RESPONSE**

Desire2Learn does not want to limit integration capability, so we have opened up our API (through Desire2Learn Valence) and provide standards based interfaces for clients. For third-party tools that require deeper integration, Desire2Learn vets them through the Partner Network (described on page 61) and looks to create quick wins, as well as deeper long term roadmaps with potential partners. This involves working with the Extensibility team at Desire2Learn to create the integration.
3.9.5. What kind of learning analytics features are natively integrated and/or otherwise available? If additional modules need to be licensed and integrated, please indicate. To whom are these data available and how are they presented?

**DESIRE2LEARN RESPONSE**

Desire2Learn Analytics Portfolio offers powerful and insightful reporting capabilities to its clients via our native reporting tool included in Desire2Learn Learning Environment: Desire2Learn Analytics Essentials™ and our optional enterprise analytics product, Desire2Learn Insights. The features and benefits of this powerful native tool and optional, robust product and how they equip institutions with clear analysis tools is discussed below.

**Desire2Learn Analytics Essentials**

Desire2Learn Analytics Essentials provides a useful interface through which UO can create reports detailing system activity. Desire2Learn Analytics Essentials enables users to select a wide variety of data to report on and to shape reports through the use of filters and other parameters. Desire2Learn Analytics Essentials provides three different categories of reports:

1. Class and User Progress Dashboard
2. Inline Tool Dashboards
3. Administrative Dashboards

The data available for Desire2Learn Learning Environment to report on is contained in datasets. Once a dataset is chosen to report on, a render type can be selected. Render types define the format of a report. Custom filters can also be added to reports to constrain the information to only show specified and relevant results.

The available render types are as follows:

<table>
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<tr>
<th>Area Graph</th>
<th>Pie Graph</th>
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</thead>
<tbody>
<tr>
<td>Bar Graph</td>
<td>Table</td>
</tr>
<tr>
<td>Line Graph</td>
<td></td>
</tr>
</tbody>
</table>

**CLASS AND USER PROGRESS REPORTS**

The Class Progress tool presents instructors with an at-a-glance view to students’ progress in relation to their classmates and displays up to nine performance indicators with the ability to set custom thresholds and colors for each. The User Progress tool provides a detailed view on a number of key indicators to empower proactive response and intervention. Instructors can drill down and view summary reports to identify a student’s progress on objectives, logins, discussions, dropbox submissions as well as other activities.

**INLINE TOOL REPORTS**

Reports can also be generated for the following tools or features within Desire2Learn Learning Environment:

- Content
- Discussions
- Quizzes
- User Progress
- Competencies and Rubrics
- Dropbox
Survey (Self Assessment)  Grades

For example, inside the Quiz tool users can access tool-specific reports and statistics to view statistics such as class averages based on individual tests. Statistics can even drill down to the individual question including how frequently wrong answers are selected. Statistics are also equipped with search functionality so that specific data can be retrieved. All reports can be exported to a CSV file for analysis.

Tool-Specific Reporting | Access the Statistics tool from within each quiz

ADMINISTRATIVE REPORTS

Administrator reporting dashboards give administrators the ability to create custom reports that detail learning environment activities offering 22 datasets, multiple filters, and five different report render types.

Desire2Learn Insights

Desire2Learn Insights is an analytics solution with a goal of providing all academic stakeholders with the information and insight required to understand the learning processes that contribute to student success and provides the data that institutions need to measure, understand, and predict student performance, instructor effectiveness and course component design. Desire2Learn Insights incorporates a statistical and data visualization package and a series of standard reports so that change drivers within UO can quickly see patterns of opportunities and patterns of success. The reports are timely, easy to understand, and tailored for the specific user whether that user is an instructor, the registrar, a trainer, course designer or a counselor.
Utilizing Desire2Learn Insights to discover and evaluate patterns helps UO to validate your intuitions and draw your own conclusions about what action to take such as whether to guide student performance (and to what degree), redesign a course, or just change a quiz question or two. For more information about Desire2Learn Insights, please visit http://www.desire2learn.com/products/insights/.

**DESIRE2LEARN INSIGHTS ACHIEVEMENT REPORTS MODULE**

Desire2Learn Insights provides a vast variety of learning outcome achievement report possibilities. The following is a sample of the variety Desire2Learn offers:

**Accreditation Reporting**

- **Program Learning Outcome Evaluation** | This accreditation report enables program chairs, curriculum committees, and accreditation bodies to gain insight into how well all program participants have performed in their programs based on the defined program learning outcomes. Each selected program learning outcome displayed for your selected semester with achievement results split by each aligned master course within the program learning outcome.

**Engagement Reporting**

- **Course Access** | Gain quick insight into how often course participants have accessed selected courses. The Course Access report lets users with appropriate permissions such as instructors to search for course participants with course access defined as all, no access, below average, or above average. Search for these participants by selecting a course, multiple roles, a date range of interest, and the participants' enrollment status. Additionally, the participant list can be sorted by name, days accessed, or last access date.

- **Learning Environment Logins** | This report gives administrator the ability to delve different levels of information about how Desire2Learn Learning Environment is being used. The Learning Environment Logins report displays information around logins to Desire2Learn Learning Environment for all selected roles within a selected date range. There are three sections that comprise this report: overall login details, role login details, and user login details.

- **User Tool Access** | The User Tool Access report displays the number of times Desire2Learn Learning Environment users, in selected roles and a selected course offering, have accessed selected tools in Desire2Learn Learning Environment over a date range of interest. This information displays in a heatmap.

**DESIRE2LEARN INSIGHTS STUDENT SUCCESS SYSTEM MODULE**

Desire2Learn Insights Student Success System Module is an early intervention system part of Desire2Learn Insights that empowers institutions with predictive analytic tools to improve student success, retention, completion, and graduation rates. Student Success System uses statistical analysis to generate predictive models that enable UO to identify at-risk students and intervene appropriately to improve their rate of success and increase institutional effectiveness.

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**3.9.5.1. Usage Reporting & data mining**

**DESIRE2LEARN RESPONSE**

For information regarding query tools available to access data contained within the LMS, including usage data and content, please refer to our response on page 84.
The response below details usage reporting within the provisions of the LMS.

**Usage Reporting**

The Login History Progress area within the User Progress tool highlights the number of system logins over the last 30 days, the last date the user logged in to the system, and the last date the user accessed the specific course. There is also a visualization that displays the number of logins to the system each of the last 30 days. Hovering over each bar provides details of each column, including date and number of sessions.

The details area allows users to review the details of each day of activity, including number of sessions and the IP address of the user, and the number of days that had passed since the previous login.

**Data Mining**

Data mining is a common feature in our standard Learning Insights reports via the optional Desire2Learn Insights solution, and is also available to a lesser degree in our native Desire2Learn Analytics Essentials reporting feature.

- 3.9.5.2. Intervention
- **DESIRE2LEARN RESPONSE**

Yes, intervention methods are supported by our solution. Desire2Learn Learning Environment is equipped with a notification tool called Intelligent Agents that works by monitoring one or more
organizational unit (e.g. course, department, campus, etc.) in your institution to find activity that matches criteria that you set.

The criteria that the Agents search for are:

- login activity
- course activity
- release conditions in Desire2Learn Learning Environment

Users can use existing release conditions, or create new ones for Intelligent Agents. The Agent then sends a separate email to the user that created the Agent when it finds users matching its criteria. This allows for a more structured and personalized learning path for users or a mechanism to identify students who are at risk.

When you run an Agent manually, it sends a confirmation email to the user that requested or set up the Agent. This email lists the following information:

- organization unit code and name
- which Agent ran
- time and date the request was submitted
- time and date the request was finished
- whether the Agent took action
- any error text

Intelligent Agents may be manually run or could be set to run on a schedule: daily, weekly, monthly, or annually.

The following are some examples for which Intelligent Agents could be used:

- Email for users with grades below a certain level to initiate early intervention or remediation.
- Check for users that have not logged in within a specific number of days.
- Check for users that view a specific content topic.

Every time an Agent runs, it logs information on its activities for UO’s convenience.

3.9.5.3. Assessment

DESIRE2LEARN RESPONSE

Yes, assessment reporting is supported. Please refer to our response regarding the reporting tool on page 77.

3.9.5.4. Dashboard

DESIRE2LEARN RESPONSE

Yes, the Class Progress Dashboard is a feature that provides student performance across the entire class and through four indicators of performance at the instructor’s fingertips. This dashboard is displayed as a table for comparisons and for printing. The dashboard also provides a search box allowing instructors to search for specific students with ease.
Each course can select four indicators of progress to use to monitor how students are performing in their class. These progress indicators can be easily changed or reordered. And each indicator has a visualization to highlight overall progress, recent activity, and calls out areas of concern. With access to this information, instructors can develop plans for getting students on track.

Instructors can also hover over a visualization to get more details. Clicking an indicator allows instructors to drill into the details of tool progress for a user in the course and is an entry point into the User Progress tool where instructors can look at summaries and details of tools. With the appropriate permissions, instructors have the enhanced ability to navigate between users and courses.

AVAILABLE PERFORMANCE INDICATORS

**Content** | Displays how far the learner has progressed through the content in the course. Items made available to the user to view are highlighted and represent what they should be able to view based on the desired pace.

**Objectives** | Illustrates how each learner is progressing through the objectives assigned. The focus is on completed activities and both completed objectives and objectives needing remediation are presented.

**Grades** | Presents the current final grade as well as a visualization of the scores of the last 15 items. Hovering over each bar provides details of each column including grade item name and score.

**Login History** | Displays the number of logins to the system each day and summed as a total. Hovering over each bar provides details of each column including date and number of sessions.

**Discussions** | Presents the key indicators of engagement for each user across all discussions including the number of new posts the learner has read, the number of new posts the learner has made, and the number of replies the learner has made to other messages.

**Surveys** | Displays how far the learning has progressed through the assigned surveys in the course.
Dropbox | Presents the current average on all assignments as well as a visualization of the scores of the last 15 items. Hovering over each bar provides details of each column including the dropbox name and score.

Quizzes | Presents the current average on all quizzes as well as a visualization of the scores of the last 15 items. Hovering over each bar provides details of each column including the quiz name and score.

Checklist | Displays how far the learner has progressed through the checklists in the course. Items due within the next seven days are highlighted and represents where they could be.

3.9.5.5. Student activity, time on task for separate components of the class

DESIRE2LEARN RESPONSE

Yes, both student activity, and time spent on content tasks can be accessed using the User Progress tool. For student activity reporting, please refer to our response regarding login history on page 79.

In terms of time spent on class components, the Content Progress summary area of the User Progress tool highlights the number of times a user has visited content, the total time spent viewing content that is tracked in the system, and the number of content topics visited. There is also a visualization showing the total per cent of topics viewed and progress towards the total of all available content for the user.

A complete overview of the User Progress tool has been provided below for your convenience:

User Progress tool

The User Progress tool provides progress reports to the student, instructor, and auditors across all courses in Desire2Learn Learning Environment. Students can monitor their own progress via the User Progress tool. The comprehensive User Progress tool provides a snapshot view of all activity within Desire2Learn Learning Environment such as test results, course grades, and assignment completion.

Customize views for specific courses or tools and view the associated progress reports for your users. Provide comprehensive progress reports with visualizations and improved navigation between users, between courses, and between tools.

At a high level, the User Progress tool will provide UO users with the following functionality:

- The User Progress tool acts as an all-in-one view of interactions users have with various tools and features within an organizational unit
- Students or instructors can easily create and print progress reports and share them with their peers or third parties such as auditors
- Instructors can use the User Progress tool to gain quick insight of usage patterns of one individual student and compare them to that of their peers
- The User Progress tool empowers students to succeed by allowing them to see how they compare to the rest of the students in their course, department or even the entire institution.

KEY CONCEPTS OF USER PROGRESS

Periodic Reports | All reports can be restricted to view only the changes within the past week, month or all time.
**Visualizations** | Key progress indicators have been visualized to provide powerful performance summaries and comparisons.

**Access to Grades and Submissions** | In tool detail areas such as in quizzes, Discussions, and Dropbox users have easy access to view received scores, completed rubrics, and user submissions.

**Customizable Progress Reports** | Instructors can customize how the progress reports look to students, parents, and other auditors. They can determine which sections to include and can also control the thresholds for the color indicators used in the visualization charts.

**Printing** | When printing, you can easily select the tools you want to print. You can also choose whether to print just the tool summary or all details for each tool individually.

**Auditor Interaction** | Users who are assigned as auditors of students will view User Progress for each student from links accessed from the Auditors widget.

**User Progress Areas** | Summary reports, grades, objectives, content, discussions, dropbox, quizzes, checklist, surveys, and login history.

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**3.9.5.6. Graphical representation of data**

**DESIRE2LEARN RESPONSE**

Yes, graphical representation of reporting data is supported. Please refer to our response regarding our reporting capabilities on page 77.

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**3.9.6. Describe the query tools available to access data contained within the LMS, including usage data and content. Describe the granularity of permissions available for users to access these query tools.**

**DESIRE2LEARN RESPONSE**

In a Desire2Learn Cloud environment, UO can indirectly query the database with:

- Desire2Learn Learning Environment’s Reporting tool
- Desire2Learn Insights (optional Desire2Learn Learning Suite product offering)
- Desire2Learn Valence
- Custom reports or custom Data Export (fee associated)

Permissions to access these query tools are controlled using the Roles and Permissions tool described on page 86. These would generally be LMS administrator or program administrator reports.

If UO chooses to operate its own solution, you will have the ability to query the database directly with a reporting data dictionary provided by Desire2Learn.

Tools available within the LMS include:

**Course level reporting tools:**

- Course Progress Reports
- Student Progress Reports
- Tool Reports (Discussion participation, Content completion, SCORM reports)
- Learning Objective completion
• Gradebook, Quiz, and Survey statistics
• Enrolment Reports
• Optional Insights Portal for Instructors

These reports are often available to display, export, reset, or configure based on the individual faculty requirements.

Org level reporting tools such as:
• Video Note usage and administration

For queries regarding Desire2Learn Cloud Hosting Storage, Desire2Learn Account Managers will work closely with their clients to be transparent about any SaaS Storage concerns, to ensure they stay well within their allocated storage, or highlight areas of storage savings available to the client.

3.9.7. What are the LMS’ provisions for media storage and streaming?

DESIRE2LEARN RESPONSE

Desire2Learn offers multiple ways for users to create, upload, and distribute media.

The three main ways are:
• Through native Desire2Learn interfaces, such as the Vide Note tool or the Content tool
• Through the optional Desire2Learn Capture, or;
• Through the optional Desire2Learn Learning Repository

Native Interfaces

If media is uploaded as a file into the Content tool, it will be stored in the file manager, along with other course files; this is not a streaming option, but rather for media storage. If media is created using the Video Note tool, it is stored in the Amazon Cloud and can be streamed, tracked, and administrated via the Desire2Learn admin interface. This tool is described in detail further below. Both the Content and the Video Note tool are native to the base Learning Environment solution.

VIDEO NOTE TOOL

The Video Note Tool is an enterprise rich-media feature in Desire2Learn Learning Environment that enables UO to quickly and easily add video. The Video Note Tool enables users to quickly and effectively add video recorded from users’ webcams into Desire2Learn Learning Suite content. The Video Note Tool provides native webcam recording capabilities within Desire2Learn Learning Environment without having to use a third-party service.

The Video Note Tool includes the following features:
• customizable recording and embedding permissions
• intuitive recording interface
• easily add recorded videos anywhere where Insert Stuff and video attachments are supported
• search the Video Note Tool for existing recorded content
• customizable content titles and descriptions
• utilization reporting and data purging
All video recorded using the Video Note Tool will be stored in our Amazon Simple Storage Service (S3) cloud and CloudFront services regardless of whether Desire2Learn Learning Environment is managed on-premise or via Desire2Learn Cloud.

**Desire2Learn Capture**

Desire2Learn also offers video upload capabilities via Desire2Learn Capture, which is again stored in the Amazon Cloud. For both Desire2Learn Capture and Video Note, there is an ability to search and embed uploaded videos across courses via the Insert Stuff™ widget. This can be controlled via roles and permissions, which can restrict who can see what videos and from whom.

**CAPTURE CENTRAL**

Desire2Learn Capture can also be accessed via Capture Central, which is embedded into Desire2Learn Learning Environment, thus enabling easy administrative functions to schedule, manage, embed, watch, edit, and play Capture Sessions. From an on-demand perspective, the instructor/publisher can manage presentations including changing access control and making post production edits.

![Desire2Learn Capture | Capture Central](image)

Easily add Capture sessions as content within Desire2Learn Learning Environment, via Insert Stuff. It lists the user’s Capture sessions so that they can easily select and embed content.

**Desire2Learn Learning Repository**

Lastly, media could be stored in a client-side streaming server or uploaded directly to the Desire2Learn Learning Repository and served up to users via the Learning Repository if this server can be harvested.

Please note that Desire2Learn Learning Repository is not a streaming service.

- 3.9.8. Describe default and available user roles and views. Describe how granular and customizable these roles and views are without additional development.
- **DESIRE2LEARN RESPONSE**

With over 500 distinct permissions, the number of unique roles that can be created is endless. Unique to Desire2Learn Learning Suite is the ability to set advanced access and security permissions for roles at any level of your organization, all the way down to an individual tool or feature within a tool. This way, when you create a new user account, you can quickly link that account to a set of unique permissions simply by
assigning the user a particular role. Additionally, each user can be assigned more than one role within different organizational units.

One of the greatest strengths of Desire2Learn Learning Suite is that allows you to uniquely tailor roles based on permissions that already exist in your organization. This customization is easily done with the Roles and Permissions tool.

The Roles and Permissions tool gives administrators the very unique capability to define highly customized security policies within Desire2Learn Learning Environment. Role based security policies can be optionally cascaded amongst some or all of the organizational units within Desire2Learn Learning Environment.

Furthermore, your organization is able to distribute administrative control, including access to data within Desire2Learn Learning Suite, to different departments providing them with complete autonomy over their unique learning environments while maintaining the benefit of system-wide collaboration. This flexibility allows you to define different types of configurations for different organizations and programs and, optionally, to provide autonomy and control to different groups within the larger organization, all in a single database instance.
3.10 Implementation Plan. (M/E)

3.10.1. Describe your plan for implementing the LMS at the University. Include approximate time lines, roles, vendor responsibilities and the resources and time commitments the University is expected to provide. Include in your plan, the LMS’ optimal hardware configuration - meaning all hardware needed. If multiple system configurations are possible, state each configuration separately and specifically. Include an estimate of what would be involved in migrating data from the University’s existing system (at the posting of this RFP, we are running Blackboard Learn 9.1, SP11 with plans to upgrade to SP13) to the selected LMS.

DESIRE2LEARN RESPONSE

We have addressed each of your requirements in the pages that follow:

Implementation Plan

For UO’s implementation needs, Desire2Learn offers Smart Start. Smart Start is a white-glove service that takes a consultative approach to target UO’s business needs, regardless of industry or size, to provide measured success. Our goal is not to just turn the system on, but to have it enabled for our clients to begin teaching and learning.

Smart Start follows a seven-stage methodology:

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<th>Stage</th>
<th>Overview</th>
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| Initiate | During the project initiation, we develop a cohesive understanding of your organization’s current environment and your vision of the future state. Deliverables of this stage include the following:  
  - understanding your objectives and setting on project deliverables  
  - agreeing to a project plan and timelines |
| Analyze | Through the analysis stage we go a layer deeper in understanding your proposed usage of Desire2Learn to lead to our overall solution design. Deliverables of this stage include the following:  
  - understanding your organizational workflows  
  - understanding of business use cases |
| Design | In the design stage we begin the actual transformation of business requirements into an actionable and measurable plan. Deliverables of this stage include documenting solution design and architecture. |
| Configure | For configuration we take the completed design and architecture and apply that to your deployment instance. Deliverables of this stage includes the following:  
  - configuration of the solution  
  - completion of system integrations |
| Training | During the training stage we enable your core team to work with the designed solution and ensure preparedness to engage with our Support team. This stage includes the following deliverables:  
  - training of core team  
  - establishing full training needs for the implementation |
**Validate and Accept**
At the point of Validate and Accept we review the solution configuration against the established needs and workflows. Deliverables of this stage include demonstrating use cases and workflows.

**Transition to Support**
The Transition to Support stage closes out the implementation project and transitions client knowledge to Customer Support. Deliverables of this stage include the sign off Implementation Services, and the transition to Customer Support including an introductory call.

### What Comprises Higher Education Smart Start

**Large Higher Ed**

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<thead>
<tr>
<th>License Size</th>
<th>&lt;50,000 FTE</th>
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<tbody>
<tr>
<td>Deploy Production Site</td>
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<tr>
<td>Deploy Basic Test Site</td>
<td>✓</td>
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<tr>
<td>Brand Site</td>
<td>✓</td>
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<tr>
<td>Learning Environment Consulting</td>
<td>✓</td>
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<tr>
<td>Course Conversion</td>
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<td>Single Sign On (Point to Point)</td>
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<tr>
<td>Single Sign On (Point to Point or Federated)</td>
<td>✓</td>
</tr>
<tr>
<td>Student Information System Integration</td>
<td>Optional – Additional Fee</td>
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<tr>
<td>On Premise Deployment</td>
<td>Optional – Additional Fee</td>
</tr>
</tbody>
</table>

For clients requiring integration with their Student Information System, we offer a service to enable this. We will evaluate the use of a batch or real-time method based on what will best serve UO’s needs.

While the majority of our clients utilize our Desire2Learn Cloud SaaS environment, we do recognize that some customers have requirements to manage their implementation on premise. For those clients we offer a service that focuses on helping them understand service sizing, infrastructure requirements, and how to manage the solution in their infrastructure.

The following lists the key items that a Smart Start Implementation package encompasses:

**Deploy Production Site** | The production site deployment involves installation of the latest version of Desire2Learn Learning Environment including any additional features and extensions as requested by the client. The system will be configured based on details provided by the client in the Planning Workbook. This component also includes configuration consulting sessions comprised of the following:
• Integrated Learning Platform overview session
• core configuration workshop

Deploy Basic Test Site | This is the installation of the non-production Desire2Learn Learning Environment basic test site. The test site will be created as a copy of the production instance including configurations, data, users, and branding. Integrations would then be deployed and configured on this basic test site and then replicated on production.

Brand Site | Delivered in accordance with the details provided by the client in the Branding Workbook, Desire2Learn will establish a client brand for the production instance. Components of that branding include the Desire2Learn login portal, navigation theme, page background, and widget colors.

Learning Environment Consulting | We offer small-group, hands-on consulting to review client goals, business model, and environment. This consulting will also review use cases for student learning, learning content, and types of assessment. The output from these sessions will be the design and proposed configuration of the Learning Environment to be agreed upon with the client.

Course Conversion | Desire2Learn will provide consulting, training and support in the migration of course related content from an LMS that exports to a standards-compliant format (such as IMS-CC, IMS-CP or SCORM) or for which Desire2Learn has developed conversion tools. Commonly supported LMSs include Blackboard Learn™, WebCT®, ANGEL®, Moodle™, and UCompass Educator.

LDAP | Clients will have the ability to choose if they wish to deploy LDAP integration to their implementation. With LDAP clients can configure Desire2Learn Learning Environment login credentials to align with the institutions or organizations central directory through a set of aligned credentials.

Single Sign On | Clients will have the ability to choose if they wish to deploy a Single Sign On (SSO) to their implementation. This will allow institutions and organizations to access from within another portal that contains links to the Learning Environment. Desire2Learn will determine if they require a Point to Point or Federated SSO based on the system they are linking from.

SMART START OPTIONS (ADDITIONAL COSTS APPLY)

Human Resources or Student Information System (HRIS or SIS) | In addition to the Smart Start implementation bundle, clients can choose to add the option for HRIS or SIS integration. Options include the following:

• Holding Tank Batch SIS Integration, or
• Holding Tank Real-time Integration, or
• Banner Real-Time Integration, or
• PeopleSoft SIS (IPSIS) Integration.

On Premise Deployment | Some clients may opt to manage their implementation on premise rather than in Desire2Learn Cloud. For those clients, we have an additional program designed to maximize success. During this engagement we will review the server specifications, OS, database, firewall, and other related IT considerations to successfully run the application in their environment. Additionally, once the design has been implemented, we will conduct a health check to collaboratively review the infrastructure to ensure readiness for deployment of the Desire2Learn solution.

Optional Consulting | Our team of market-centric, academic experts are available to engage on a custom engagement basis as needed. Drawing on the vast academia experience of this team we can help connect the dots between our solutions and transforming the way the world teaches and learns.
Sample Implementation Timeline

We have provided a Sample Implementation Timeline for UO in our Supporting Documents section on page 141.

Please note that the sample implementation timeline provided is only intended to convey approximate task duration, sequence, and dependencies. The formal implementation schedule will be jointly defined and documented by the client and Desire2Learn in the project initiation phase and based on a formal confirmation of scope and desired timelines. Should UO choose to implement two separate instances of Desire2Learn, the overall implementation timeline would increase.

Roles and Vendor Responsibilities

A high-level description of Desire2Learn Implementation Team roles and responsibilities is provided below.

For further information about roles and responsibilities, please refer to our response on page 108.

Account Manager | A dedicated Account Manager will be assigned. The Account Manager acts as the primary point of contact for all inquiries with the exception of inquiries on open projects and system support. The Account Manager will also be your strategic planning partner.

Project Manager/Program Manager | During the implementation, the Project Manager will coordinate activities and manage performance of the Desire2Learn Implementation Team. The Project Manager will also be responsible for project planning, execution, monitoring, controlling, closure, and will report project status, including issues and risks, on a regular basis.

Solutions Architect | A Solutions Architect will be assigned to the Implementation project to act within the capacity of Business Analyst and Solutions Designer. The Solutions Architect will be responsible for transforming business requirements into technical solutions.

Implementation Consultant(s) | Under the direction of the Project Manager and the Solutions Architect, the Implementation Consultant(s) will design and deliver business and technical solutions. The Implementation Consultant(s) will be the technical Lead(s) throughout the implementation.

Deployment Consultant | Deployment Consultants work closely with the team to determine and implement the appropriate Desire2Learn Cloud infrastructure and install and configure your Desire2Learn Learning Environment.

Lead Trainer | The Lead Trainer will work with UO to develop a comprehensive training program to support the implementation. The Lead Trainer will also deliver or coordinate the delivery of training sessions.

Resources and Time Commitments

For details regarding resources, please refer to our response on page 36.

Hardware Configuration

For information regarding both software and hardware dependencies, please refer to our Hardware Sizing Guidelines attachment included in the Supporting Documents section of this proposal.

Data Migration

For information regarding data migration, please refer to our response to item 3.10.1.2 on page 92.
3.10.1.1. Include a detailed time line for the LMS implementation including anticipated time you are required to be on site.

**DESIRE2LEARN RESPONSE**

Please refer to the sample implementation timeline provided for UO in the Supporting Documents section, and the accompanying details regarding implementation on page 88.

Note that the sample timeline included in the Supporting Documents section is only a sample; Desire2Learn will develop a detailed timeline with UO during the implementation process.

Furthermore, Desire2Learn’s implementation team does not typically go on-site during an implementation. However, this could be accommodated if required; UO would be expected to cover travel costs in such cases.

3.10.1.2. Include an estimate of the amount of time required and work needed to convert existing course sites and their associated course and assessment materials (Blackboard Learn) to your LMS.

**DESIRE2LEARN RESPONSE**

Blackboard Learn™ (the traditional Blackboard family of products) supports exporting courses as IMS CP compliant packages, a standard import package supported by Desire2Learn. Desire2Learn can import IMS CP compliant packages into Desire2Learn Learning Suite without requiring any additional decryption. Two tools are provided for migration of Blackboard Learn courses.

First, Desire2Learn contains a user interface for importing course packages. Instructors can import their own packages one at a time; no training is required as the tool uses a “wizard” interface to walk users through the process. Instructors (or administrators, course designers, etc.) export the course from Blackboard®, and then import it in Desire2Learn. Upon importing the file, Desire2Learn presents the user with a listing of the package contents, and the user can elect to import selected or all components.

Second, Desire2Learn offers a batch course creation tool that runs on the server. In batch mode, a University of Oregon administrator adds multiple course packages to a folder, and then runs the batch process to import all of the packages at once. The batch process will run for as long as required to import all of the packages, and writes a log of all activity. This batch process is suitable for both Desire2Learn Cloud and on-premise installations of Desire2Learn.

Many clients find that instructors are able to migrate courses on their own. The batch process is better suited when a large number of courses need migration, or for individual course packages that are quite large (e.g., a course that contains large video files). The time required depends greatly on the number of courses and the size of the course contents, but consider a representative example:

A course that contains mostly HTML files in the content area, perhaps a few images and PDF or Word documents, and is five to ten MB in size when exported as a course package. This sort of course package would take one to two minutes to import into Desire2Learn. In batch mode, a set of ten such courses would take five to ten minutes. The remaining time would be spent in exporting the courses from Blackboard® (this can often be accomplished in batch mode as well) and moving them to the batch processing folder.

More broadly, Desire2Learn clients have experience migrating large number of courses from Blackboard® in a relatively short time using the batch process, with attention required from only one or two individuals.
3.10.1.3. Include a brief narrative of similar implementation plans used by your firm over the past two years.

**DESIRE2LEARN RESPONSE**

For each project, Desire2Learn prepares a plan that defines the scope, schedule, cost, and approach for a project. Task owners are involved in developing implementation and operational plans and dates for deliverables. This ensures buy-in at applicable levels of the organization. Requirements management is factored into the planning stage, ensuring that the appropriate Desire2Learn team leaders are fully aware of all of a client’s requirements. Versioning for subsequent planning documents is taken into account providing that all stakeholders understand requirements. Signoffs are obtained at pre-determined “gates” to ensure that expectations and quality are met. Desire2Learn has performed a number of implementations for clients who are similar in size and type to UO.

3.10.1.4. Provide a sample project plan that shows the typical tasks, durations and dependencies for deploying the LMS.

**DESIRE2LEARN RESPONSE**

Please refer to the sample implementation timeline provided for UO in the Supporting Documents section, and the accompanying details regarding implementation on page 88.

Note that the sample timeline included in the Supporting Documents section is only a sample; Desire2Learn will develop a detailed timeline with UO during the implementation process.

3.10.1.5. What support resources are available to University staff and students during the migration? (e.g. documentation, communities of practice). Include pricing model for support.

**DESIRE2LEARN RESPONSE**

Please refer to the pricing table provided on page 131 for information on costs associated with our support models.

**Support Resources (For Staff and Students)**

Once training has been delivered, we offer a wide variety of orientation tools as well as opportunities for learning and collaboration to support your users.

These training resources are highlighted briefly below:

**HELP**

Desire2Learn Help is a one-stop source for Desire2Learn documentation and resources. It can be accessed in one of two ways: either through the navigation bar throughout Desire2Learn Learning Environment or via Desire2Learn Community website.
The Desire2Learn Help search engine aids users to find relevant topics and resources. You can also use the index to view an organized list of key terms, concepts, tasks, products, and tools. To view the most popular topics or get information on recent updates, you can browse the resource pages and product help pages as well as visit the FAQ page to view a list of commonly asked questions and answers. Users can also use the Quick Help section on all product pages to get shortcuts to useful topics and information.

DOCUMENTATION

Documentation is offered in downloadable packages that are targeted to three audiences: one for system administrators, one for instructors and course designers, and lastly one for students. These packages are downloaded from the Desire2Learn Community. All clients access to electronic versions of the latest and archived versions of technical documentation, user guides, instructional manuals and learner aids are free of charge.

DESIRE2LEARN COMMUNITY SITE

The Desire2Learn Community site provides users with just-in-time training tips, quick refreshers on how to effectively use tools, additional resources and learning aids. The Desire2Learn Community of over 6,000 users is a tremendous resource for training, support, and information on best practices. Clients can share their knowledge with each other using our discussion boards and build partnerships for collaboration, content sharing, and pedagogy. The Desire2Learn Community site was created to support all Desire2Learn users by providing information, training, discussion forums, and other timely and applicable resources. All clients are invited to participate in our online community where they can access valuable information as well as interact with each other.

USER CONFERENCE

Desire2Learn hosts an annual User Conference for all clients. This year’s tenth annual user conference was held in Boston, Massachusetts. For more information on FUSION 2014 to be held in Nashville, Tennessee, please visit [http://www.desire2learn.com/Fusion/](http://www.desire2learn.com/Fusion/)

USER GROUPS

There are a variety of Desire2Learn user groups. The following is not a comprehensive list, but demonstrates some of the groups that we have formed to assist us in determining the direction of our products and services:

- **FUSION Steering Committee** | Group to provide us direction and help with our Annual Users Conference
- **Accessibility Interest Group** | The Desire2Learn Accessibility Interest Group was formed in June 2006 to collaborate toward making the Learning Management System usable for all. The group is a partnership between Desire2Learn usability, creative and technical staff and IT and Disability Services staff and end-users from more than a dozen campuses in the U.S., Canada, and the U.K.
- **Desire2Learn ePortfolio Users Group** | Client led group to promote the sharing of knowledge, use cases and best practices
- Design Activity Groups
- **Desire2Learn Learning Repository Users Group** | To promote the sharing of knowledge, uses cases and best practices
THE HORIZON

The Horizon publication offers subscribers a quarterly look at the latest news and events from Desire2Learn. You can stay up to date as Desire2Learn empowers organizations world-wide to build and deliver award-winning Desire2Learn Learning Environments.

For more information on how to subscribe to The Horizon please visit the link http://www.desire2learn.com/TheHorizon/

INDUSTRY CONFERENCES AND EVENTS

Desire2Learn participates in many industry and educational events throughout the year. For more information on event participation please visit http://www.desire2learn.com/events/

DESIRE2LEARN WEBINARS

We offer a wide variety of topics targeted to different types of users and different market sectors. An example of an upcoming webinar includes:

For more information please visit http://www.desire2learn.com/webinars/

3.10.1.6. What support resources are available to technical staff (e.g. application, system and database administrators) during the migration? Include pricing model for support.

DESIRE2LEARN RESPONSE

The Implementation Consultant would be the primary technical resource who would assist you during your implementation. The Implementation Consultant would conduct a series of hands-on configuration consulting workshops, and also provide configuration support to your technical staff. The intention of this engagement is to provide advice and support about configuration decisions, configuration changes, and assistance in configuring third-party integrations.

In addition to hands-on consulting for the LMS, the Desire2Learn Implementation Consultant would also provide assistance with deploying and configuring integrations (authentication, SIS, and other integrations that are in scope). Desire2Learn also provides documentation such as Technical Primers, configuration workbooks, and user guides (depending on the specific integration). As described above, the Desire2Learn Implementation Consultant would also provide consulting, training, and support for the migration of course content.

The implementation fee includes, minimally, a Desire2Learn Project Manager, Implementation Consultant, and Deployment Services staff who would work very closely with your institution during the implementation. Other Desire2Learn staff members may be involved, depending on the specific scope of work.

For on-premise implementations, Desire2Learn Deployment Services technical experts provide consulting sessions to review IT considerations for successfully running the application in your environment, as well as a system health check prior to deployment.
3.10.1.7. Include a listing of anticipated roles and responsibilities for University employees, including estimated workload in labor hours over the period of the migration (e.g. documentation, communities of practice, etc.)

**DESIRE2LEARN RESPONSE**

For a list of anticipated roles, responsibilities, and estimated workload, please refer to our response on page 108.

### 3.11 Training. (M/E)

3.11.1. Describe how training is conducted and the depth of training for system administrators, technical staff support personnel, and end users.

**DESIRE2LEARN RESPONSE**

Desire2Learn’s training team provides comprehensive instruction for individuals who plan to use Desire2Learn Learning Suite. Desire2Learn takes a consultative approach to training services and tailors training sessions to meet the client’s needs.

Training is typically delivered in one of the following five formats, although custom training delivery methods can definitely be tailored to suit UO’s specific needs:

1. **Face-to-Face** | Many of our clients choose this option. Our trainers deliver hands-on workshops onsite at our clients’ locations and share best practices on teaching and learning. Training typically takes place in a lab setting with each participant working from their own training course.

2. **Virtual** | Virtual training conducted by our expert trainers through online web sessions are a cost effective alternative to face-to-face training.

3. **Self-Directed** | The Self-Directed option is an activity-based online course which includes tutorials and a wealth of learning materials and options to support the range of learning preferences and pre-dispositions. Access to the course will be available through an individual subscription or an institution will be able to offer their faculty an annual subscription.

4. **Blended** | Our clients often require blended training solutions, so we configure their sessions to suit their needs through unique combinations of face-to-face, self-directed, virtual and technology-based interaction. A typical session may involve intensive onsite training, followed by virtual sessions with participants.

5. **Learning Environment Train the Trainer service offerings** | These service offerings are for anyone who needs to train others within their organization on how to use Desire2Learn Learning Environment. This program offers flexibility to organizations with on-premise training teams and enables easy integration of internal knowledge and experience into the training content. The Learning Environment Tools training is a pre-requisite to these service offerings.

Requirements for training can be one time or repetitive. Options are available for post-implementation including scheduling of any training paths previously described. Training may be scheduled at any time after implementation.

Prior to training sessions, trainers collaborate with clients through consultation sessions to determine training requirements and develop customized workshops that deliver client-specific training. Trainers become engaged to understand the specific needs of each organization and provide training services based on best-practices.
Training Programs

Desire2Learn has designed its training programs with two main focuses in mind for Desire2Learn Learning Suite, the focuses and the relevant sessions offered by each focus is described in detail below:

1. TEACHING PROGRAM

Below is a description of the sessions that are offered as a part of the teaching program:

- **Primary Session | Teaching with Desire2Learn:** Teaching with Desire2Learn is geared towards instructors, instructional designers and any other individuals working with the Desire2Learn Learning Environment. Administrators, Service Desk and technical support staff are encouraged to attend to gain a better understanding of how courses will be created and managed.

- **Optional Focused Session | Building Content in Desire2Learn:** This informative session is geared towards instructors, instructional designers and any other individuals building content in Desire2Learn Learning Environment.

2. ADMINISTRATION AND SUPPORT PROGRAM

Likewise, below is a list of sessions offered as a part of the admin and support program:

- **Primary Session | System Administration with Desire2Learn:** The site administration session is geared towards site administrators, Service Desk and technical support staff and other individuals who will be involved with the management of the Desire2Learn Learning Suite. Administrators, Service Desk and technical support staff are strongly advised to attend this session.

- **Optional Focused Session | Desire2Learn Learning Repository:** Desire2Learn Learning Repository is geared towards instructors, instructional designers and any other individuals working with Desire2Learn Learning Repository. Administrators are encouraged to attend to gain knowledge on how to create, manage and effectively utilize Desire2Learn Learning Repository.

End User Training

Most clients prefer that we take a ‘train the trainer’ approach, where we train LMS administrators and key faculty or staff members, who would in turn provide more extensive training for end users. In this proposal, we have included 1 day of administrator-focused training and 2 days of instructor-focused product training. We also offer a formal Train the Trainer program, which offers flexibility to organizations with on-premise training teams and enables easy integration of internal knowledge and experience into the training content. The Learning Environment Tools training is a pre-requisite to these service offerings.

However, we are open to other approaches and would be happy to discuss end-user training programs and options with you.

**3.11.2. List the training materials and manuals provided**

**DESIRE2LEARN RESPONSE**

Please refer to our response to item 3.11.3 directly below.

**3.11.3. Identify site specific training materials that will be created as part of the implementation at University. Include a plan for development of University-specific training materials, which in conjunction with Proposer supplied materials and personnel. Training should be designed to position University to**
train future end users in use of the LMS. Provide examples of materials created for previous clients if applicable (hyperlinks to wikis, or other online documentation is acceptable).

DESIRE2LEARN RESPONSE

In terms of training materials, we typically offer the following:

- Training agendas, which are normally in PDF format
- One-page “leave behinds”; these are normally cheat sheets that provide overviews of many of the common LMS tools, normally in Word format, and can be modified by clients
- We also provide student orientation videos. These are output files in .swf/HTML format. We do not provide the source files for these, although we can customize them on request (additional fees may apply)
- With each paid training engagement, we provide 15 tokens for our online self-directed training course. These are primarily intended to supplement the learning of participants in the training course(s)
- Some trainers provide clients with their personal PowerPoint presentations or other materials that they use to deliver training sessions.

While we do tailor training agendas to a specific client, we do not typically create custom training materials, although we can do so upon request (additional fees may apply). Where formats allow, UO could also customize the Desire2Learn-supplied training materials for use internally. For examples of training agendas, please refer to the Supporting Documents section.

Furthermore, UO can also access our training catalogue by visiting http://desire2learn.com/resources/library/docs/serv/Desire2Learn_Training_Services_Course_Catalog.pdf, and sample self-directed training at https://training.desire2learn.com.

3.11.4. Describe the all tiers of offered end user training models and methods. Include pricing for each tier.

DESIRE2LEARN RESPONSE

Please refer to our response on page 97 for information regarding end user training.

3.11.5. What is the costing model for training on future upgrades?

DESIRE2LEARN RESPONSE

We offer refresher training and upgrade training. This training would be priced at our standard daily rate for training ($2500/day). Please refer to the Consulting and Training Rates table provided on page 129. Refresher and upgrade training are optional.

3.11.6. Is training web-based, on-site or conducted at some other location?

DESIRE2LEARN RESPONSE

Please refer to our response regarding training options on page 96 for an overview of training delivery methods.
3.12 System Support. (M/E)

- **3.12.1.** Provide the warranty period and details of the warranty coverage for your product. It is assumed the warranty period will comply with Section 2.5 of the RFP – if this is different for your product, please explain.

**DESIRE2LEARN RESPONSE**

We confirm that support services will not be charged during the Warranty period. Other charges such as implementation, training, software licensing will be charged as per our proposal.

Please refer to the Year 1 Discount for the Warranty period, as outlined in our pricing section on page 131.

- **3.12.2.** State the different user support options available, the hours that support is available (in Pacific Time), and the cost for the different options. In the event of a system problem, what technical support staff (from successful Proposer) would be available to respond, how would they respond, what response methods would be used, and what would be the response time?

**DESIRE2LEARN RESPONSE**

We have included a list of our Support packages below. For pricing specifics regarding each package, please refer to the Pricing table provided on page 131.

**Support Options**

Desire2Learn Support services works for our clients and acts as their voice. The Support Services team provides help in escalating issues to Delivery Services, Account Managers, and/or Product Managers when required.

With every support package, clients have:

- Administrator access to a searchable, online knowledge base of technical resources and documentation
- Monthly Customer Support newsletter containing troubleshooting tips and tricks and other relevant support information
- Historical incident reporting for all issues submitted to the Desire2Learn Support desk
- Monthly product version updates/fixes

In addition to the basic features of all support packages, we offer the following tiers of Support:

1. **SILVER (RECOMMENDED)**
   - 24x7x365 email, telephone, and web-based support for a number of named contacts
   - Unlimited number of incidents per month

2. **GOLD**
   - 24x7x365 email, telephone, and web-based support for a number of named contacts
   - Unlimited number of incidents per month
   - Priority queuing and major incident management
   - Monthly incident reporting
• Quarterly SLO reporting
• Semi-annual reviews of support service experience (including reports on incidents submitted and SLO targets)

3. PLATINUM AND ENTERPRISE
• 24x7x365 email, telephone, and web-based support for a number of named contacts, with dedicated 800 number
• Unlimited number of incidents per month
• Priority queuing and major incident management
• Monthly incident reporting
• Monthly SLO reporting
• Semi-annual reviews of support service experience (including reports on incidents submitted and SLO targets)
• Also includes named technical contact that provides specific technical guidance for projects, infrastructure, and support issues.

We also offer additional packages that provide direct, 24x7 end-user support for all of an institution’s learners and instructors through email, telephone, and an end-user portal.

Technical Support Staff Response
In terms of staff that would respond to your issue, Desire2Learn has a multi-tiered helpdesk structure, currently comprising of 74 staff members. This does not include other parts of the organization that support the helpdesk, including our R&D team, SaaS/Cloud operations, and other teams as necessary.
We provide 24/7/365 service from two offices, one in North America and one in Australia as part of our ‘follow the sun’ support model.

Below are our response and resolution time objectives for the available support packages.
This data constitutes a trade secret under ORS 192.501(2), and will not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.

<table>
<thead>
<tr>
<th>Support Offering Level</th>
<th>Avg Speed of Answer</th>
<th>Target Service Factor</th>
<th>Severity Level</th>
<th>Initial Incident Engagement</th>
<th>Communication Frequency</th>
<th>Target Resolution Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bronze</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Silver</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gold and Enterprise</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
3.12.3. Provide performance statistics over the last three years to support your estimated response time.

**DESIRE2LEARN RESPONSE**

This data constitutes a trade secret under ORS 192.501(2), and will not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.

3.12.4. Provide a clear description of any software on which the LMS is dependent (e.g.: Oracle, SQL Server, Windows) and for each type of software dependency (OS, database, browser, etc.) describe how many versions will be concurrently supported. Address both forward and backward compatibility.

**DESIRE2LEARN RESPONSE**

The Desire2Learn platform is engineered based on a Microsoft stack. Should you choose to implement on-premise, please refer to our Hardware Sizing Guidelines attachment included in the Supporting Documents section of this proposal. Should you choose to deploy using our Desire2Learn Cloud services, note that all you need to use our platform is a connection to the internet and a supported browser.

**Browser support**

In terms of browser support, Desire2Learn Learning Suite is compatible with Firefox®, Internet Explorer® and Safari® in a fixed line web browsing environment. In a wireless environment, our mobile offering Desire2Learn Mobile Web supports iOS (i.e., Safari® on iPad®, iPhone®, and iPod touch® devices), Android™ and BlackBerry® web browsing.

**Desktop Support**

<table>
<thead>
<tr>
<th>Browser</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Internet Explorer 10</td>
<td>Supported</td>
</tr>
<tr>
<td>Internet Explorer 9</td>
<td>Supported</td>
</tr>
<tr>
<td>Internet Explorer 8</td>
<td>Unsupported</td>
</tr>
<tr>
<td>Firefox (newest)</td>
<td>Supported</td>
</tr>
<tr>
<td>Firefox 17.0</td>
<td>Maintenance (to the end of 2013)</td>
</tr>
<tr>
<td>Firefox (older)</td>
<td>Unsupported</td>
</tr>
<tr>
<td>Chrome (newest)</td>
<td>Supported</td>
</tr>
</tbody>
</table>
### Safari

<table>
<thead>
<tr>
<th>Version</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safari 6.0</td>
<td>Supported</td>
</tr>
<tr>
<td>Safari 5.1</td>
<td>Supported</td>
</tr>
<tr>
<td>Safari (older)</td>
<td>Unsupported</td>
</tr>
</tbody>
</table>

### Tablet support for Desktop Web

<table>
<thead>
<tr>
<th>Browser</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Android Browser (newest)</td>
<td>Supported</td>
</tr>
<tr>
<td>iOS Safari (newest)</td>
<td>Supported</td>
</tr>
<tr>
<td>Microsoft Surface Internet Explorer 10</td>
<td>Supported</td>
</tr>
<tr>
<td>Playbook Browser (newest)</td>
<td>Supported</td>
</tr>
</tbody>
</table>

### Mobile Web

<table>
<thead>
<tr>
<th>Operating System/Browser</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>iOS (newest)</td>
<td>Supported</td>
</tr>
<tr>
<td>iOS 7 (3GS/4/4S/5/5C/5S, iPod Touch 4/5, iPad 2/3/4/mini)</td>
<td>Supported</td>
</tr>
<tr>
<td>iOS 6 (iPhone 3GS/4/4S/5, iPod Touch 4/5, iPad 2/3/4/mini)</td>
<td>Supported</td>
</tr>
<tr>
<td>iOS 5 (Safari 5.1)</td>
<td>Maintenance</td>
</tr>
<tr>
<td>iOS 4 (iPhone 3, iPod Touch 2)</td>
<td>Unsupported</td>
</tr>
<tr>
<td>iOS 3 (iPhone, iPod Touch 1)</td>
<td>Unsupported</td>
</tr>
<tr>
<td>Android (newest)</td>
<td>Supported</td>
</tr>
<tr>
<td>Android 4.3 (Jelly Bean)</td>
<td>Supported</td>
</tr>
<tr>
<td>Android 4.2 (Jelly Bean)</td>
<td>Supported</td>
</tr>
<tr>
<td>Android 4.1 (Jelly Bean)</td>
<td>Supported</td>
</tr>
<tr>
<td>Android 4.0 (Ice Cream Sandwich)</td>
<td>Supported</td>
</tr>
<tr>
<td>Android 3.2 (Honeycomb)</td>
<td>Maintenance</td>
</tr>
<tr>
<td>Android 2.3 (Gingerbread)</td>
<td>Maintenance</td>
</tr>
<tr>
<td>--------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Android 2.2 (Froyo)</td>
<td>Maintenance</td>
</tr>
<tr>
<td>Android 2.1 (Éclair)</td>
<td>Unsupported</td>
</tr>
<tr>
<td>Android 1.6 (Donut)</td>
<td>Unsupported</td>
</tr>
<tr>
<td>Android 1.5 (Cupcake)</td>
<td>Unsupported</td>
</tr>
<tr>
<td>BlackBerry 10</td>
<td>Supported</td>
</tr>
<tr>
<td>BlackBerry 7</td>
<td>Supported</td>
</tr>
<tr>
<td>BlackBerry 6</td>
<td>Maintenance</td>
</tr>
</tbody>
</table>

The above mentioned products and/or services retain their trademarks and copyrights where applicable.

Below are definitions for the level of support provided for web browsers:

**Investigation** | The browser is recognized and under consideration by Desire2Learn, but has not been tested against any versions of Desire2Learn products and may never be fully supported. This category is mainly used for new browsers that have a significant user base, good vendor support, and are generally considered as candidates for future Desire2Learn support.

**Supported**  | The browser and operating system combination has been fully tested by Desire2Learn.

**Maintenance** | The browser is not tested against new versions of Desire2Learn products, but customers can still report problems and receive support for previous versions. A browser goes into maintenance either when a vendor officially ends support for it or Desire2Learn decides to end support for it. A maintenance browser becomes officially unsupported after one year.

**Unsupported (-)** | The browser is not tested and no fixes are performed for unsupported browsers. Desire2Learn does not guarantee any product functionality and offers no support for reported problems. Generally, Desire2Learn ends support for a browser one year after the associated vendor ends their official support for it.

> 3.12.5. How do you track compatibility issues with the major browsers (Firefox, Internet Explorer, Safari, Chrome…) and how do you communicate information regarding compatibility issues to your clients?

**DESIRE2LEARN RESPONSE**

Desire2Learn tracks all compatibility issues with major browsers in the ServiceNow Helpdesk. Desire2Learn considers browser issues to be a top priority and strives to quickly fix any reported browser issues for the supported and preferred browsers for each version. Desire2Learn keeps an active list of compatible and supported browsers on our client facing documentation for each version. Desire2Learn releases a known issues list with each version that includes any browser related compatibility issues. When a user logs in with a browser that is not consider one of the preferred browsers for the environment, a brief, dismissible warning can appear.
3.12.6. Provide a clear description of relevant third-party services on which the LMS is dependent (e.g., third-party vendor cloud-based storage).

**DESIRE2LEARN RESPONSE**

As aforementioned, all video recorded using the Video Note Tool will be stored in our Amazon Simple Storage Service (S3) cloud and CloudFront services regardless of whether Desire2Learn Learning Environment is managed on-premise or via Desire2Learn Cloud. S3 is part of the Amazon’s global web services solutions where they run their own network of websites and also serve thousands of customers in 190+ countries. Desire2Learn has carefully chosen the Amazon S3 cloud to use for Video Note tool storage and streaming because it is highly scalable, reliable, and secure in providing a smooth user experience within Desire2Learn Learning Environment. Amazon CloudFront services manage where the Video Note Tool content is stored.

The optional Desire2Learn Capture tool is part of a Cloud Services infrastructure, typically residing on Amazon Elastic Compute Cloud (Amazon EC2) in the US eastern (Northern Virginia) region. This provides a secure, reliable solution that ensures a stable and resilient platform to stream and store large quantities of video without disruption. For streamed on-demand videos, Capture uses Amazon CloudFront. This means content files are stored on Amazon S3 and distributed to Amazon EC2 edge locations around the world.

For information regarding the flexibility, reliability, and security of Amazon EC2, please refer to the website: [http://aws.amazon.com/ec2/](http://aws.amazon.com/ec2/).

3.12.7. If you offer hosted solutions, list and describe any and all unplanned outages the LMS experienced over the last three years, including duration, cause, response and client communications/management.

**DESIRE2LEARN RESPONSE**

*This data constitutes a trade secret under ORS 192.501(2), and will not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.*
### Client Communication

Outage notifications and updates typically occur via e-mail. When we set up a client with the Desire2Learn Service Desk, a communication plan can be put in place to ensure that desired communication channels are followed when service is interrupted or lost. Clients can specify who at their institution should be notified about different types of issues. Off hours contacts at your institution can also be set up with the Service Desk.

#### 3.12.8. List the updates/upgrades/releases of your proposed LMS solution for the past three years including its purpose (e.g., bug fixes, security update, functionality enhancements, etc.).

**DESIRE2LEARN RESPONSE**

Please refer to our response on page 29 for a table detailing product releases and features related to the versions released since 2010. Further information about our releases can be found in the Innovation section on page 14.

#### 3.12.9. What is the plan for providing future upgrades and new releases of the LMS? What is the new release schedule and timing of upgrades? Delineate the standard update/upgrade procedures and methodology including the specific division of labor between what is done by the vendor vs. what is done by in-house, University, support staff.

**DESIRE2LEARN RESPONSE**

Desire2Learn is implementing Continuous Delivery, which is a method of delivering updated technology to our clients that enables rapid, incremental delivery of high quality, valuable new functionality to users. This frictionless model makes it possible to increase collaboration with our clients and adapt software in line with user feedback and needs for incremental and easily integrated changes.

To ensure ease of integration for all clients and users, smaller updates of new features that do not impact a key workflow or require retraining will be released as part of the regular update. However, larger changes that require re-training or are more complex will be turned off by default in the update allowing clients the flexibility to continue use of their existing system for up to 12 months. This ensures that updates are adopted with minimal disruption to our clients.

**THE BENEFITS CONTINUOUS DELIVERY OFFERS OUR CLIENTS**

**Rapid, incremental delivery** | The primary benefit of the continuous delivery process is the shift from larger, potentially disruptive upgrades (bi-annually) to smaller and more easily integrated changes.

---

**Table: Measurement Periods and SLA**

<table>
<thead>
<tr>
<th>Measurement Periods (Days)</th>
<th>Minutes Within Period</th>
<th>Allowable Outage Minutes Within Period</th>
<th>Minutes of Uptime Within Measurement Period</th>
<th>SLA</th>
</tr>
</thead>
<tbody>
<tr>
<td>31</td>
<td>44,640</td>
<td>44.64</td>
<td>44,595.36</td>
<td>99.90%</td>
</tr>
<tr>
<td>30</td>
<td>43,200</td>
<td>43.20</td>
<td>43,156.80</td>
<td>99.90%</td>
</tr>
<tr>
<td>29</td>
<td>41,760</td>
<td>41.76</td>
<td>41,718.24</td>
<td>99.90%</td>
</tr>
<tr>
<td>28</td>
<td>40,320</td>
<td>40.32</td>
<td>40,279.68</td>
<td>99.90%</td>
</tr>
</tbody>
</table>
More user-centric | Continuous Delivery makes it possible to continuously adapt software in line with user feedback. Frequent feedback loops mean that it is possible to incorporate feedback into the build and affect the relevance, quality, and successful uptake of the product.

Reliability and Stability | Continuous Delivery enables better reliability and stability to our clients through frequent releases. Making changes in small increments substantially reduces the potential risk of problems. If problems do occur, minimizing larger changes makes it substantially easier to find and fix problems to help ensure minimal impact on the user.

Increased Speed | We speed up the whole process. Test, support, development, and operations work with each other as one delivery team which in turn increases the speed of delivery. Automating the release process leads to greater speed and efficiency.

Better Quality | Better quality products result from frequent user feedback, earlier releases, increased customer focus, and one single code-line for development all improving speed to market, innovation, and reliability.

Better User Experience | Ensuring clients are on the latest software ensures the delivery of the best possible user experience. Desire2Learn values our relationships with our clients, and it is our goal to make UO’s experience with us as rewarding as possible. We are constantly evolving to better serve our clients with the goal of having our clients run the most robust version of our product to ensure the best user experience.

Upgrade Procedure

Desire2Learn performs the actual upgrades. Clients normally opt to test upcoming releases on their test environment before they are applied in production. In addition, after adopting the Continuous Delivery model, clients will be able to choose when to enable certain features. However, upon adoption of this model, clients will need to turn on those features when they are ready to adopt them. There will be an administrator interface/tool that can be used to do this.

3.12.10. How are client’s needs accommodated in the upgrade and planned downtime schedules?

**DESIRE2LEARN RESPONSE**

Please refer to our response to the question directly above regarding the Continuous Delivery model.

3.12.11. What methods do you have in place for users to request LMS enhancements?

**DESIRE2LEARN RESPONSE**

Please refer to our response regarding enhancement requests below.

3.12.12. What processes do you have in place for users to know what enhancements are being developed and to allow for early-adopt or beta-testing?

**DESIRE2LEARN RESPONSE**

Desire2Learn is a client-centric company focused on meeting client needs. Client input drives our development roadmap, which can be explored by clients through their Account Manager at any point in their relationship. Clients can contribute ideas and input a variety of ways:
Desire2Learn Community Website | This open discussion forums is visited daily by Desire2Learn employees and used to interact in real time with clients and respond to their suggestions.

Product Idea Exchange | Within Desire2Learn Community, clients can post a unique idea, vote on posted ideas, add their comments, search ideas, view recent and popular ideas/feature request, and subscribe to ideas to be altered to any updates.

Focus Groups | Clients can join focus groups on specific topics of interest to contribute ideas and innovate collaboratively.

User Conference | Desire2Learn hosts an annual user conference where clients and Desire2Learn employees can work collaboratively face-to-face.

Client Site Visits | Product Managers, Trainers, and anyone who visit clients often get an opportunity to speak to administrators, instructors and even students about how they use the system and what they would like to see from it.

Training Session | After each training session, a trainer records all requests made by participants and logs them in a database for product management to consider in the next version of a product.

Advisory Boards | Several client advisory boards exist that work to identify and prioritize key items they would like to see built into the product.

We listen constantly to the numerous innovative ideas for new tools or feature enhancements from our current and new clients, rather than trying to predict their needs. We leverage our community of users to gather input on new designs, run focus groups, and test new concepts.

Continuous Delivery

Desire2Learn has a very methodical development lifecycle and quality assurance process for new versions and for all aspects of our system. Desire2Learn is moving towards a continuous delivery model in 2015. Continuous Delivery is a method of delivering updated technology to our clients that enables rapid, incremental delivery of high quality, valuable new functionality to users.

To ensure ease of integration for all clients and users, smaller updates of new features that do not impact a key workflow or require retraining will be released as part of the regular update. However, larger changes that require re-training or are more complex will be turned off by default in the update allowing clients the flexibility to continue use of their existing system for up to 12 months. This ensures that updates are adopted with minimal disruption to our clients. Clients can choose to ‘beta’ test new features on their test environments and provide feedback through the above mentioned channels.

3.12.13. Include an estimate of University’s technical support needed in-house to keep your LMS running at optimal level on an ongoing basis for maintenance, upgrades, modifications, back-ups, etc. Give your recommendation in FTE (Full Time Equivalence). For example, a full time (40 hours a week) person would be 1.0 FTE. A half-time person (20 hours per week) would be 0.5 FTE. Also, list any programming languages or specific skills that will be required to perform maintenance, upgrades, modifications, back-ups, etc.

DESIREE2LEARN RESPONSE

Desire2Learn looks forward to working with UO and its staff to implement our solution for you. Although more granular details can be determined after a kick-off meeting with a full project review, based on projects of similar size and scope of UO, we recommend the following roles and responsibilities:

- Project Sponsor
• Project Manager (PM)
• System Administrator (not required for Desire2Learn Cloud clients)
• System Architect (not required for Desire2Learn Cloud clients)
• Database Administrator (not required for Desire2Learn Cloud clients)
• Migration Manager
• SME as required (e.g. SIS Administrator, TBD based on implementation requirements)
• Trainer(s)
• Service Desk staff

Clients may not require all the above roles if you choose Desire2Learn Cloud. Desire2Learn can provide more information during implementation preparation.

**Roles and Responsibilities**

The list below includes detailed descriptions of the tasks and responsibilities relevant to each role listed above:

**PROJECT SPONSOR**

A Project Sponsor should visibly, vocally, and actively demonstrate leadership, commitment to the LMS project and support of project team members at every possible point. This C-level executive would become the focal point for issues management and decision-making whenever the Project Manager’s scope of authority is exceeded. Typically this individual would work collaboratively with a counterpart from Desire2Learn.

**PROJECT MANAGER**

Your Project Manager (PM) will be the central point of contact for Desire2Learn, and will also be primarily responsible for identifying, tracking, managing and resolving project issues. The PM will proactively disseminate project information to all stakeholders while ensuring that the solution is of acceptable quality.

It will also be the responsibility of the PM to manage the overall work plan to ensure work is assigned and completed on time, within budget, and that changes are approved and incorporated using prescribed channels.

**SYSTEM ADMINISTRATOR**

The System Administrator is typically responsible for working with the Desire2Learn Delivery team on the initial configuration and delivery of the production environment. Responsibilities also include maintaining the learning management system once the installation is complete.

**SYSTEM ARCHITECT**

A System Architect will be required to implement the required infrastructure to operate the LMS on-premise at UO. The person in this role will work with a peer from the Desire2Learn Cloud team to determine networking, storage, redundancy, and other technology requirements.

**DATABASE ADMINISTRATOR**

This role is applicable if UO elects to operate the Desire2Learn solution on-premise. The Database Administrator is typically responsible for continuous support of the SQL databases including backups, capacity planning, data replication, patches, monitoring, etc.
TECHNICAL SUBJECT MATTER EXPERTS

This resource would also work with the Desire2Learn Delivery team providing all necessary technical information and access to initiate and perform any required custom integrations including Single Sign On (SSO). The System Architect should have thorough knowledge of all the technical and functional aspects of the applicable enterprise systems.

MIGRATION MANAGER

This role first works with Desire2Learn to test course conversions from each current system to ensure that the correct tools are being used for the conversion and that the conversions are successful and accurately represent the content in its intended format. The Migration Manager will then work with faculty, instructional designers, and other staff to migrate courses to the Desire2Learn platform.

TRAINER(S)

The individual in this role will be responsible for identifying all training requirements, issues, and aligning Desire2Learn’s Training Services with UO’s needs. In addition to product-focused training, Desire2Learn also offers a Learning Environment Train-the-Trainer program.

SERVICE DESK

Should UO elect to offer on-premise Service Desk support, the individuals in this role will provide incident management from the initial end user call, troubleshooting, and communicating with the Desire2Learn Support Desk.

Estimated Hours of Effort

To give UO a larger view of the staff and personnel required to get their Desire2Learn implementation up and running, we would like to present the following information:

What is being proposed in this response is meant to be rough estimates for an average complexity installation on an ongoing basis. All staff resources would be able to be part time and could be combined with other responsibilities — either for this application or other related applications. Estimates would vary based on experience with the infrastructure (such as operating systems, backup solutions, etc.).

Initial resource requirements during setup and configuration will also be higher than the ongoing maintenance requirements.

In Desire2Learn’s experience the table below is a general guideline to UO technical resources required:

<table>
<thead>
<tr>
<th>Role</th>
<th>Responsibilities</th>
<th>Initial</th>
<th>Ongoing</th>
</tr>
</thead>
<tbody>
<tr>
<td>System Administrator</td>
<td>Server Setup (Microsoft® Windows Server®)</td>
<td>10-20 hours</td>
<td>1-5 h/wk</td>
</tr>
<tr>
<td></td>
<td>Ongoing MS Patches and Upgrades</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Server/Site Monitoring</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>File System Backup</td>
<td></td>
<td></td>
</tr>
<tr>
<td>System Architect</td>
<td>Implements the required infrastructure to operate the LMS on-premise at UO</td>
<td>Varied</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Determines networking, storage, redundancy and other technology requirements.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Role</td>
<td>Responsibilities</td>
<td>Hours</td>
<td>Weekly Hours</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>----------------------------------------------------------------------------------</td>
<td>-------</td>
<td>--------------</td>
</tr>
<tr>
<td>Database Administrator</td>
<td>SQL Server Setup (Microsoft® SQL Server®) o Ongoing SQL Server Patches and Upgrades o Performance and Tuning o Database Monitoring • SQL Backups</td>
<td>10-20 hours</td>
<td>1-5 h/wk</td>
</tr>
<tr>
<td>Technical SMEs as required</td>
<td>Provides all necessary technical information and access to initiate and perform any required custom integrations including Single Sign On (SSO), SIS, etc. • Troubleshooting assistance with these systems if required</td>
<td>Varied</td>
<td></td>
</tr>
<tr>
<td>Migration Manager</td>
<td>Tests course conversions from current system to Desire2Learn. • Works with faculty, instructional designers and other staff to migrate courses to Desire2Learn platform.</td>
<td>Varied (dependent upon number of courses to be migrated)</td>
<td></td>
</tr>
<tr>
<td>LMS Administrator</td>
<td>Application Configuration and Enhancements • Desire2Learn Support Contact (Typically) • Co-ordinates Policy discussions</td>
<td>10-100 hours</td>
<td>1-5 h/wk</td>
</tr>
<tr>
<td>Trainer (Optional, could be done by Desire2Learn)</td>
<td>Prepare Internal Training materials • Train Faculty</td>
<td>20-100 hours</td>
<td>0-5 h/wk</td>
</tr>
<tr>
<td>Service Desk (Optional, could be done by Desire2Learn)</td>
<td>Front line support for the site • Create User Accounts (if not integrated with SIS) • Basic configuration</td>
<td>Training only</td>
<td>Minimal, but varies significantly</td>
</tr>
</tbody>
</table>

### 3.12.14. What statistics do you have to support the above recommendations for in-house (University) support staffing needed?

**DESIRE2LEARN RESPONSE**

What we have outlined in the response above is based on extensive experience working with clients with similar profiles to UO. However, it is difficult for us to keep specific statistics on client staff, as each client differs with regard to their organizational structure, available resources, and the level of service that they choose to provide to their end-users - for instance, if UO wishes to provide regular, comprehensive, in-person training sessions for instructors, more staff hours would be required.
3.12.15. What LMS problems are expected to be fixed in-house by University technical staff vs. any emergencies that must be fixed by the successful Proposer’s support team?

**DESIRE2LEARN RESPONSE**

Desire2Learn would fix problems that are specifically related to our products, integrations, and our hosting services (if hosted using Desire2Learn Cloud). If, for instance, users were unable to log in to the LMS because UO’s LDAP server was unavailable, we would expect UO to be responsible for fixing that issue. That said, we recognize that users may experience a problem and not immediately know that it is strictly an “LMS problem”. Therefore, we would provide best-effort support to help identify the source of the problem and provide assistance until it became clear that the problem was actually not something we could resolve, at which point we would notify the appropriate contact at UO.

If hosted on-premise, clients are responsible for addressing issues related to their server software (OS, etc.), hardware, and infrastructure, as well as any issues pertaining to local archiving and backups.

If UO uses Desire2Learn’s APIs to develop custom integrations, Desire2Learn would provide support for the APIs, but UO would need to support the integrations themselves.

3.12.16. If the LMS is completely or partially hosted, please provide LMS service uptime expectations, including the criteria on which the calculation is based.

**DESIRE2LEARN RESPONSE**

Please refer to our response regarding availability and our SLA objectives on page 105. Further information can also be found on page 12.

3.12.17. If the LMS is completely or partially hosted, provide histories of planned and unplanned downtime for the past three years. Clearly define what is included in “planned” and “unplanned” downtime.

**DESIRE2LEARN RESPONSE**

Desire2Learn understands the importance of reliability. We have a Service Level Agreement with respect to our Application availability in our Desire2Learn Cloud environment. Desire2Learn will incur financial penalties for failing to meet those requirements. This is a financial guarantee on our service availability. We have provided a table of what those penalties would look like in relation to the level of unavailability of the service on page 12.

Further information regarding availability and our SLA objectives can be found on page 105.

3.12.18. If the LMS is completely or partially hosted, please describe the business continuity and disaster recovery procedures and infrastructure for the LMS service.

**DESIRE2LEARN RESPONSE**

Business continuity is the process of developing advance arrangements and procedures that enable an organization to respond to a disaster by resuming critical business functions within a defined time frame in order to minimize loss, and restore affected areas.

Common measurements utilized for business continuity are as follows:
• RPO | The Recovery Point Objective is the point in time leading up to a disaster or event to which operations are anticipated to be restored. Typically, this equates to the acceptable amount of transaction or data loss measured in minutes, hours, or days.

• RTO | The Recovery Time Objective is the targeted duration of time to restore the applications, services, and data bringing it back to a normalized state allowing usage to resume.

The following includes key highlights of Desire2Learn’s Business Continuity service:

• Data and servers are replicated and available at a second location.
• Data replication is asynchronous and occurs within the objective targets listed below.
• Data replication sources include production application, file and database data and servers.

In the event that a primary data center is rendered unusable for serving customer sites, Desire2Learn will invoke the disaster recovery plan for that data center.

The RPO and RTO vary based on the level of service UO chooses. There are four options available: Entry, Bronze, Silver, and Gold.

<table>
<thead>
<tr>
<th>Service Level</th>
<th>RPO</th>
<th>RTO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gold</td>
<td>4 hours</td>
<td>6 hours</td>
</tr>
<tr>
<td>Silver</td>
<td>8 hours</td>
<td>12 hours</td>
</tr>
<tr>
<td>Bronze</td>
<td>12 hours</td>
<td>24 hours</td>
</tr>
<tr>
<td>Entry</td>
<td>24 hours</td>
<td>5 Business Days</td>
</tr>
</tbody>
</table>

Business Continuity leverages our offsite data replication strategy.

■ 3.12.19. If the LMS is completely or partially hosted, how do you communicate with and provide support/mitigation to clients during unplanned downtimes?

■ DESIRE2LEARN RESPONSE

Outage notifications and updates typically occur via e-mail. When we set up a client with the Desire2Learn Service Desk, a communication plan can be put in place to ensure that desired communication channels are followed when service is interrupted or lost. Clients can specify who at their institution should be notified about different types of issues. Off hours contacts at your institution can also be set up with the Service Desk.
3.13 Data and System Security. (M/E)

- 3.13.1. Describe the security architecture for this LMS.

**DESIRE2LEARN RESPONSE**

The response below details Desire2Learn Cloud’s security architecture. For information regarding our application architecture, please refer to our response on page 33.

This data constitutes a trade secret under ORS 192.501(2), and will not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.
3.13.2. Describe the capabilities of the LMS that ensure that all activity in the LMS is accountable.

**DESIRE2LEARN RESPONSE**

The LMS has capabilities with respect to non-repudiation through various levels of logging and meta-data generation as part of user operations.

3.13.3. Describe how authentication data and access control information is protected.

**DESIRE2LEARN RESPONSE**

User authentication and role authorization are two important parts of the security and permissions/role based architecture of Desire2Learn. All users have to be authenticated against a database or directory before they can log into the system.

In addition to having its own internal authentication module, Desire2Learn has two main methods of integrating the authentication of systems:

1. The Desire2Learn API uses variable management within the product to accommodate external authentication directories such as LDAP, Kerberos, Active Directory, and custom systems.
2. Desire2Learn can also implement Single Sign-On from diverse systems like portals, libraries, and other content systems. Administrators can set up fail-through authentication against a secondary source like the system’s own database in the event that the primary source (for example, the LDAP server) fails.

An unlimited number of authentication sources can be used with one Desire2Learn instance, provided that only one authentication source is associated with a particular user. This capability is unique to Desire2Learn. Separate authentication sources can be used for different organization units as well. User accounts are typically created through either the internal user management system or an external SIS. When user accounts are created, they are associated with an authentication server address.

To configure and use external authentication and/or Single Sign-On, Desire2Learn creates an Authentication Project for each integration through our Professional Services group. The project allows Desire2Learn to coordinate the setup and implementation of each type of project with clients. Desire2Learn Implementation Consultants work with the clients to gather requirements and offer unique authentication solutions based on client needs.

3.13.4. Describe the organization schema of access control rights and privileges and emphasize how this schema supports Role Based Access Control concepts.

**DESIRE2LEARN RESPONSE**

Please refer to our response to item 3.13.3 above, as well as our response regarding the Roles and Permissions tool on page 86.
3.13.5. Describe what authentication mechanisms are supported by the LMS via applicable interfaces, e.g., web-based and mobile access.

- 3.13.5.1. SAML 2.0
- 3.13.5.2. Internet2 Middleware Initiative eduPerson schema

**DESIRE2LEARN RESPONSE**

Desire2Learn has two main methods of integrating the authentication of systems:

1. The Desire2Learn API uses variable management within the product to accommodate external authentication directories such as LDAP, Kerberos, Active Directory, and custom systems.
2. Desire2Learn can also implement Single Sign-On from diverse systems like portals, libraries, and other content systems. Administrators can set up fail-through authentication against a secondary source like the system’s own database in the event that the primary source (for example, the LDAP server) fails.

An unlimited number of authentication sources can be used with one Desire2Learn instance, provided that only one authentication source is associated with a particular user. This capability is unique to Desire2Learn. Separate authentication sources can be used for different organization units as well. User accounts are typically created through either the internal user management system or an external SIS. When user accounts are created, they are associated with an authentication server address.

To configure and use external authentication and/or Single Sign-On, Desire2Learn creates an Authentication Project for each integration through our Professional Services group. The project allows Desire2Learn to coordinate the setup and implementation of each type of project with clients. Desire2Learn Implementation Consultants work with the clients to gather requirements and offer unique authentication solutions based on client needs.

**SAML 2.0**

We have experience with SAML 2. SAML 2 is the protocol used by Shibboleth, which is supported by Desire2Learn. We can use our Shibboleth support to integrate with other SAML2-compliant SSO systems, as well as other SSO protocols that Shibboleth interoperates with (e.g., SAML 1, WS-Federation for ADFS).

**Internet2 Middleware Initiative eduPerson Schema**

Although Desire2Learn Learning Environment is a consumer of LDAP services and not a directory in itself, Desire2Learn’s flexible LDAP support allows for interoperability with directories implementing eduPerson - for example, optionally using eduPersonPrincipalName as the match field in authenticating binds, and appending the @realm suffix invisibly, if required.

3.13.6. How does the LMS accommodate users without credentials from the primary authentication mechanism?

**DESIRE2LEARN RESPONSE**

An unlimited number of authentication sources can be used with one Desire2Learn instance, provided that only one authentication source is associated with a particular user. This capability is unique to Desire2Learn. Separate authentication sources can be used for different organization units as well. Users without credentials from the primary authentication system can still login via the client’s Desire2Learn login page/portal. This login can be placed on a client webpage. The user will have their login credentials
checked against the primary authentication source, and if they are not in it, the system will seamlessly check against the basic Desire2Learn user/password database tables.

3.13.7. Provide a detailed explanation of measures, constructs, or operational concepts that have been implemented to ensure that information requiring privacy protection is in accordance with applicable law.

**DESIRE2LEARN RESPONSE**

*This data constitutes a trade secret under ORS 192.501(2), and will not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.*

3.13.8. Describe the measures and capabilities that are in place to support legal and regulatory requirements (FERPA, Homeland Security, HIPAA, Oregon Identity Theft Protection Act, Copyright, Higher Education Reauthorization Act etc.).

**DESIRE2LEARN RESPONSE**

Please refer to our response on page 16 detailing our adherence to legal and regulatory requirements such as FERPA.

3.13.9. List and describe changes in licensing and support models required if the University were interested in hosting two separate instances of the LMS to accommodate alternate academic calendars (quarter and semester) and systems (continuing education/extension where students do not have university IDs).

**DESIRE2LEARN RESPONSE**

If UO wishes to pursue two separate instances, there will be additional costs for deployment and other services. However, time saving elements (such as combined consulting) may be taken into account when determining costs.

Please note that given Desire2Learn’s flexible organizational structure, it should be possible to accommodate the needs outlined above without setting up separate instances. We would look to conduct
further discussions with UO to determine whether separate instances are required. Desire2Learn would be happy to work with you to determine your specific needs.

**Licensing**

Should our discussion determine that UO does in fact require two separate instances, pricing would need to be adjusted based on an initial consultation. Specifically, implementation fees and maintenance fees for integrations would be adjusted. Support pricing may need to be adjusted depending on how your institution intends to administer the separate instances. Lastly, licenses fees may need to be adjusted depending on how students are expected to use the two systems; however, FTE licenses would likely be shared given the use case.

**Support**

If separate instances are required, different support approaches are possible depending on the desired level of separation between the groups administering the instances. It is possible to have different support packages for the separate instances as part of one contract. However, UO could also choose to have one common support package for all divisions or groups and set up internal support procedures accordingly.


**DESIRE2LEARN RESPONSE**

Desire2Learn provides a secure environment that ensures that electronic files and information are developed, used, and maintained in a secure manner that protects the confidentiality, integrity, and availability of all information. These controls are consistent with what is required to meet the OUS Information Security Policy requirements.

Desire2Learn’s Security Management System is based on the ISO 27001 control framework, following ISO 27002 control best practices where applicable.

3.13.11. Provide a detailed description of the LMS’ backup and recovery features. Does the LMS have turnkey redundancy?

**DESIRE2LEARN RESPONSE**

This data constitutes a trade secret under ORS 192.501(2), and will not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.
3.13.12. Using the most current top 10 list of web application vulnerabilities published by the Open Web Application Security Project (www.owasp.org), describe the actions taken to address and resolve each class of vulnerability.

**DESIRE2LEARN RESPONSE**

*This data constitutes a trade secret under ORS 192.501(2), and will not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.*
3.13.13. Describe how and/or the extent to which known system vulnerabilities are communicated to clients.

**DESIRE2LEARN RESPONSE**

In the event that system vulnerabilities would need to be communicated to clients, Desire2Learn follows its Security and Privacy Incident Management Process. Desire2Learn would work with impacted clients to implement a patch or remediation of the vulnerability in a timeframe that addresses the criticality of the issue and the ability of the client to implement the corrective action.

3.13.14. Provide examples of experience with security configurations at other schools of similar size and structure to University.

**DESIRE2LEARN RESPONSE**

Desire2Learn does not disclose specifics or examples of security configurations, but is willing to discuss an organization’s security requirements and how Desire2Learn controls can address them.

3.13.15. Describe the process used to test the security of the LMS after each version release and for each patch.

**DESIRE2LEARN RESPONSE**

Features that have a security impact undergo a focused security review from an implementation and testing perspective. In particular, the implementation is reviewed to ensure best practices (e.g., access controls, data sanitization, usage of cryptographic primitives and handling of cryptographic material, logging) are followed to guard against common types of vulnerabilities, including those listed in the OWASP Top 10.

With respect to testing, security-focused testing is conducted to ensure that the various security mechanisms embedded within new features and fixes are performing as expected. This is done by attempting to perform attacks including, but not limited to:

- XSS
- SQL Injection
- CSRF
- HTTP Parameter Pollution
This is done using a combination of manual testing and, where possible, automated testing, using tools such as Fiddler and ZAP. On a larger scale, the core LMS software is subjected to periodic (annual) security testing conducted by an external vendor.

3.13.16. List and describe any security breaches, incidents compromising confidential information, and unauthorized access to your LMS during the last five years.

DESIRE2LEARN RESPONSE

Desire2Learn does not disclose any information regarding security breaches or unauthorized access to the LMS environment except directly to impacted clients, as covered under the Desire2Learn Privacy Statement or in accordance with internal Security Incident Management policies and procedures.

As a testament to the success of our security practices, Desire2Learn has not been listed in the National Institute of Standards and Technology (NIST) National Vulnerability Database, a reputable repository of reported software security vulnerabilities.

3.13.17. List and describe any incidents involving the introduction of computer viruses on customer’s or third party’s computer.

DESIRE2LEARN RESPONSE

Please refer to our response to the previous question.
EXHIBIT D – PRICING

Desire2Learn has completed the “Exhibit D – Pricing” table provided by UO, which can be found in the Supporting Documents section of this proposal (see page 141). However, in order to accurately showcase our compliance and capabilities regarding the requested deliverables, we provide narrative responses to each of the checklist requirements here, for your consideration.

3.14 Price Proposal. (M/E)

3.14.1. Describe the basis for your pricing structure.
   3.14.1.1. Number of enrolled students?
   3.14.1.2. University’s full-time equivalent (FTE) employees?
      3.14.1.2.1. If based on University’s FTE, what is your basis for determining University’s FTE?

DESIRE2LEARN RESPONSE

Typically, we use a Full Time Equivalency (FTE) model that allows for unlimited use of the system in support of student learning. An unlimited number of course shells may be created, even those which are not directly tied to a course (student clubs, for example). Students may be enrolled in an unlimited number of course shells for no additional cost. Instructors, for the purposes of teaching, have access to the system at no additional cost. FTE means a count of the highest reported full-time equivalents over the course of a year. The FTE is typically based upon the FTE reported to the Integrated Post-secondary Data System (IPEDS). Information about IPEDS can be found at the site http://nces.ed.gov/ipeds.

Base software licensing also includes revisions to documentation, new core product developments, and new functionality at no additional cost. Additionally, Desire2Learn offers free servicing and installation of upgrades, performed by Desire2Learn personnel, as part of our base product fee structure.

On-premise configuration

On-premise configurations are compliant with the information provided above.

3.14.1.3. Number of University’s courses?

DESIRE2LEARN RESPONSE

As stated in our response above, Desire2Learn pricing is based on FTE rather than courses.

On-premise configuration

On-premise configurations are compliant with the information provided above.

3.14.1.4. Other basis not listed above?

DESIRE2LEARN RESPONSE

Please refer to our response to 3.14.1 further above.
On-premise configuration
On-premise configurations are compliant with the information provided above.

3.14.1.5. Do you offer a tiered pricing structure based on volumes of any of the above?

DESIRE2LEARN RESPONSE
Yes, Desire2Learn offers volume-based pricing for our core products. Should UO’s student population grow, your institution may be able to take advantage of that growth and negotiate a lower per FTE price upon contract anniversary dates.

On-premise configuration
On-premise configurations are compliant with the information provided above above.

3.14.1.6. What will be the impact on pricing as University’s LMS usage increases or decreases?

DESIRE2LEARN RESPONSE
When using Desire2Learn Cloud
Desire2Learn provides storage allotments of 100MB/user, and the majority of our clients find that this level of storage is more than sufficient to meet their needs. However, should UO require additional storage due to higher than typical usage, Desire2Learn would be happy to discuss your needs and provide pricing upon consultation.

Furthermore, we have provided pricing as part of this response based on UO’s student FTE count. Should your institution’s FTE count grow significantly, pricing may need to be adjusted, though volume discounts may apply. Please see our response to requirement 3.14.1.5 for more information.

On-premise configuration
For on-premise configurations, UO will receive a basic storage/bandwidth package for the use of the Video Note Tool of 50 MB per user type per year, as stated in the Master Agreement, at no charge. User types can be full-time equivalent (FTE), active user, or enrollment based.

Furthermore, we have provided pricing as part of this response based on UO’s student FTE count. Should your institution’s FTE count grow significantly, pricing may need to be adjusted, though volume discounts may apply. Please see our response to requirement 3.14.1.5 for more information.

3.14.1.7. What is the impact on pricing of non-credit courses (i.e. professional and continuing education courses)?

DESIRE2LEARN RESPONSE
The pricing provided as part of Desire2Learn’s proposal is based on Full Time Equivalent (FTE) Students. Should Staff or Faculty be required to use the system to learn, then additional licenses would need to be purchased for those learners. Desire2Learn would be happy to discuss this option with you and determine pricing upon request.
**On-premise configuration**

On-premise configurations are compliant with the information provided above.

- **3.14.1.8. What is the impact on pricing of non-credit large enrollment courses (i.e. massive open online courses)?**

  **DESIRE2LEARN RESPONSE**

  Desire2Learn is committed to supporting the next generation of learning through Massive Open Online Courses (MOOCs), and as such, has developed a MOOC platform called Open Courses that is seamlessly integrated within its existing learning platform.

  While other MOOC platforms maintain control over the course data and exercise rights over content, including revenue rights, Desire2Learn’s Open Courses platform enables institutions and organizations to retain full ownership of the content and deploy their own credit mechanisms in MOOCs. It does not require institutions to create additional vendor relationships. With this new platform, educators maintain control of their content, maintain course integrity and can open up new forms of profitability.

  Desire2Learn understands that MOOCs are not traditional courses, and therefore do not fit within traditional pricing models. As such, Desire2Learn has developed pricing models specifically for MOOCs and can provide pricing based on an initial consultation with UO to determine specific needs.

**On-premise configuration**

On-premise configurations are compliant with the information provided above.

- **3.14.2. Hardware (provide an estimated cost and list of ALL hardware that University will be required to have to support proposed solution).**

  **DESIRE2LEARN RESPONSE**

  **When using Desire2Learn Cloud**

  Desire2Learn’s Cloud solutions include all hardware required to support the solutions proposed; therefore, no additional hardware purchases are required for such solutions.

  Should UO choose to implement the optional Desire2Learn Capture solution proposed as part of this RFP, your institution could also choose to purchase the Desire2Learn Capture Station 500 hardware, at $4,500 per station. These stations are optional add-ons to the Desire2Learn Capture solution and would enhance UO’s Capture experience by providing support for professional audio/video equipment, and by adding automated scheduling capabilities to the solution.

**On-premise configuration**

For on-premise configurations, please refer to the *Hardware Sizing Guideline* provided in the Supporting Documents section of this proposal.

Should UO choose to implement the optional Desire2Learn Capture solution proposed as part of this RFP, your institution could also choose to purchase the Desire2Learn Capture Station 500 hardware, at $4,500 per station. These stations are optional add-ons to the Desire2Learn Capture solution and would enhance UO’s Capture experience by providing support for professional audio/video equipment, and by adding automated scheduling capabilities to the solution.
3.14.3. All-inclusive (“bundled”) pricing for software and hosting (as applicable) required to meet all LMS functional and system requirements. Include base cost of software licensing fees and itemized prices for any required or optional add-on modules/interfaces.

**DESIRE2LEARN RESPONSE**

Please refer to the pricing table provided on page 131 for detailed information regarding our pricing structure. We have provided pricing for both Desire2Learn Cloud, and On-premise configurations.

3.14.4. Miscellaneous fees - required or optional (detailed list of fees may include shipping fees, usage fees, upgrade fees, etc).

**DESIRE2LEARN RESPONSE**

While Desire2Learn attempts to provide all inclusive pricing for our solutions, occasionally there may be some additional costs that we incur that are passed on to the customer. This is because these incurring costs can be difficult to predict, and rather than padding our pricing with an inflated estimate, we simply pass on our actual costs to the customer. These fees may include any travel costs, as well as per diem incurred for in-person training and implementations (please note that virtual options may also be available, which would not incur these fees), printed materials requested as part of in-person training, and shipping costs for Desire2Learn Capture Station 500s.

In order to keep these costs to a minimum, Desire2Learn recommends that any engagements requiring travel be confirmed with Desire2Learn two weeks in advance, at a minimum.

**Upgrades**

Software upgrades are provided to all clients free of charge as part of the annual license. Additionally, Desire2Learn offers free servicing and installation of upgrades, performed by Desire2Learn personnel, as part of our base product fee structure.

Furthermore, please refer to our response to item 3.14.1.6 for information on our usage policies.

**On-premise configuration**

On-premise configurations are compliant with the information provided above.

3.14.5. Training cost – if you offer different training options (on-site, web-based, etc) include complete pricing for all possible training options.

**DESIRE2LEARN RESPONSE**

Please refer to the pricing table provided on page 131 for a complete list of associated training options and their costs. Desire2Learn recommends a minimum of 3 days of either in person or virtual training with a Desire2Learn Trainer who will consult with UO to build the training package that best suits your needs. Should your institution determine that you would like additional training days, our day rate is $2500, and training can be offered at any time.

**On-premise configuration**

On-premise configurations are compliant with the information provided above.
3.14.6. Cost of migration/conversion of existing data in our current LMS to your LMS. What is included in the standard fee and what is available at additional cost?

**DESIRE2LEARN RESPONSE**

Consulting, training, and support for course migration from Blackboard is included in the implementation fee. This would include consultation from Desire2Learn on a migration approach (including advice on best practices). Desire2Learn would install and configure migration tools, as well as provide troubleshooting for those tools, if required. Clients would provide LMS exports, copy migrated courses to the appropriate locations for use, and perform acceptance testing on the migrated courses, as well as making minor adjustments to migrated courses if required.

In some cases, clients have requested extra assistance from Desire2Learn, such as asking us to perform user testing and cleanup on migrated courses. If this level of assistance is required, we can discuss the possible scope and costs with you during implementation planning. Please note that user data (such as grades and file submissions) is not in the scope of a course migration.

**On-premise configuration**

On-premise configurations are compliant with the information provided above.

3.14.7. Annual Support and maintenance, based on available levels of service for years 1 through 5 after the end of the one-year warranty period on the initial LMS implementation (should include support, maintenance and any other costs necessary). For evaluation purposes, University assumes a one-year no charge, warranty period – if this is different for your product, please explain. Additionally, it is assumed these prices will be subject to Sections 2.3 and 2.4 of the RFP – if this is different for your product, please explain.

**DESIRE2LEARN RESPONSE**

Desire2Learn’s prices comply with Sections 2.3 (firm pricing) and 2.4 (price escalation) of your RFP. While this is indeed different for our products in general, due to our commitment to partnering with UO, we have elected to waive these price escalations.

**Warranty**

We confirm that support services will not be charged during the Warranty period. Other charges such as implementation, training, software licensing will be charged as per our proposal.

Please refer to the Year 1 Discount for the Warranty period, as outlined in our pricing section on page 131.

**On-premise configuration**

On-premise configurations are compliant with the information provided above.

3.14.8. Hourly rates (which may include rates at different tiers based on skill-set of employee) used to provide the basis for add-on development and training. It is assumed these rates shall be will be subject to Sections 2.3 and 2.4 of the RFP – if this is different for your product, please explain.

**DESIRE2LEARN RESPONSE**

Desire2Learn’s consulting hourly rates and daily training rates are fixed for the lifetime of the contract.
Please refer to the table below:

<table>
<thead>
<tr>
<th>Consulting and Training Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advisory and Consulting Services</td>
</tr>
<tr>
<td>Level 3</td>
</tr>
<tr>
<td>Level 2</td>
</tr>
<tr>
<td>Level 1</td>
</tr>
<tr>
<td>Training</td>
</tr>
</tbody>
</table>

**On-premise configuration**

On-premise configurations are compliant with the information provided above.

- 3.14.9. Provide any and all additional pricing by category or service type as well as price and rate structure (i.e., hourly, annually, per transaction) for any costs not previously addressed in the above items.

  **DESIRE2LEARN RESPONSE**

  Please refer to the pricing table provided on page 131 for detailed information regarding our pricing structure and all costs involved.

- 3.14.10. Provide your pricing methodology for enhancements and customizations if requested by University.

  **DESIRE2LEARN RESPONSE**

  Desire2Learn works with your institution to determine the solution that best suits your needs. We have many standard solutions for enhancements commonly requested by clients that are priced at a flat fee and have been developed to reduce costs to the client and promote efficiency. Should UO require a non-standard solution to meet their needs, upon consultation, Desire2Learn would provide pricing based on our hourly consulting rates and a Statement of Work.

- 3.14.11. Provide pricing methodology and costs University may incur for new or additional functionality or services.

  **DESIRE2LEARN RESPONSE**

  New features or functionality upgrades within products or services contracted for UO that are released by Desire2Learn as part of that product or service would be provided free of charge as part of the annual fees.
for that product or service. Additional products, services, or customizations that your institution requests in addition to those that have been contracted for would be priced accordingly.

Please refer to our response to item 3.14.10 for more information.

**On-premise configuration**

On-premise configurations are compliant with the information provided above.
# PRICING

## Desire2Learn Hosted Pricing

<table>
<thead>
<tr>
<th>One-time Fees:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Desire2Learn Learning Environment Smart Start Bundle</td>
</tr>
<tr>
<td>Desire2Learn Learning Environment - Installation</td>
</tr>
<tr>
<td>Desire2Learn Learning Environment (Test) - Installation</td>
</tr>
<tr>
<td>LDAP/AD Integration - Installation</td>
</tr>
<tr>
<td>IPAS Integration (Federated SSO) - Installation</td>
</tr>
<tr>
<td>Real Time SIS Integration - Installation</td>
</tr>
<tr>
<td>Training</td>
</tr>
<tr>
<td>Training - 3 Day(s)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Year 1 Discounts:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Desire2Learn Learning Environment - Year 1 Discount - 15% of Learning Environment</td>
</tr>
<tr>
<td>Maintenance and Support Discount for Warranty Period</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Annual Fees*:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Desire2Learn Learning Environment</td>
</tr>
<tr>
<td>Desire2Learn Learning Environment - Up to 24268 FTE @ $55.15/FTE</td>
</tr>
<tr>
<td>Desire2Learn Cloud Services Fee - Up to 24268 FTE</td>
</tr>
<tr>
<td>Maintenance</td>
</tr>
<tr>
<td>Test Environment - Maintenance</td>
</tr>
<tr>
<td>Test Environment - Desire2Learn Cloud Services</td>
</tr>
<tr>
<td>SIS Integration Maintenance</td>
</tr>
<tr>
<td>LDAP/AD Integration Maintenance</td>
</tr>
<tr>
<td>IPAS Integration (Federated SSO) - Annual Maintenance</td>
</tr>
<tr>
<td>Support</td>
</tr>
<tr>
<td>Silver Support - 2 ASCs and unlimited incidents per month</td>
</tr>
</tbody>
</table>

## Optional/Addlitional Fees

<table>
<thead>
<tr>
<th>Optional Products</th>
</tr>
</thead>
<tbody>
<tr>
<td>Desire2Learn ePortfolio</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Desire2Learn ePortfolio</th>
<th>Annual Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Desire2Learn Learning Repository</td>
<td>Installation</td>
</tr>
<tr>
<td>Desire2Learn Learning Repository</td>
<td>Annual Fee</td>
</tr>
<tr>
<td>Desire2Learn Insights</td>
<td>Installation</td>
</tr>
<tr>
<td>Desire2Learn Insights</td>
<td>Annual Fee</td>
</tr>
<tr>
<td>Desire2Learn Capture</td>
<td>24268 user Desire2Learn Enterprise Capture</td>
</tr>
</tbody>
</table>

**Optional Hardware**

<table>
<thead>
<tr>
<th>Desire2Learn Capture</th>
<th>1 Desire2Learn Capture Station 500(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Desire2Learn Capture</td>
<td>1 Desire2Learn Capture Station 500 3 year</td>
</tr>
</tbody>
</table>

**Optional Training**

<table>
<thead>
<tr>
<th>Self Directed Training</th>
<th>100 Self Directed Training Token(s) (Access)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Self Directed Training Export Package</td>
<td>Export Package - Full Course</td>
</tr>
<tr>
<td>Self Directed Training Export Package</td>
<td>Export Package - Full Course - Annual Maintenance</td>
</tr>
</tbody>
</table>

**Optional Support and Disaster Recovery**

<table>
<thead>
<tr>
<th>Disaster Recovery</th>
<th>Data Replication Disaster Recovery (24 hrs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Silver Support for Optional Products</td>
<td>Required if optional products are selected</td>
</tr>
<tr>
<td>Upgrade to Gold Support for Required Products</td>
<td>Annual Fee on top of Silver Support Fees to Gold</td>
</tr>
<tr>
<td>Gold Support for Optional Products</td>
<td>Required if optional products and Gold Support are selected</td>
</tr>
</tbody>
</table>

**Escrow**

| Escrow | Annual Escrow Fee |

**Optional Additional Orgs or Instances**

<table>
<thead>
<tr>
<th>Additional Org</th>
<th>Installation - Estimate only, pricing may vary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Org</td>
<td>Annual Maintenance - Estimate only, pricing may vary</td>
</tr>
<tr>
<td>Additional Instance</td>
<td>Installation - Estimate only, pricing may vary</td>
</tr>
<tr>
<td>Additional Instance</td>
<td>Annual Maintenance - Estimate only, pricing may vary</td>
</tr>
</tbody>
</table>

---

2 Desire2Learn has included optional pricing for additional instances in our pricing table in order to comply with the needs expressed by UO; however, our organization strongly believes that we can accommodate the semester/quarter set-up required by UO with only one production instance. We will be happy to provide you with additional details as required.

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<table>
<thead>
<tr>
<th>Support Incident Overage</th>
<th>Any incidents above the contracted amount per FTE in excess of contracted amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Desire2Learn Learning Environment Overage</td>
<td>per FTE in excess of contracted amount</td>
</tr>
<tr>
<td>Desire2Learn Cloud Services Overage</td>
<td>Total storage per year</td>
</tr>
<tr>
<td>Allocated Storage</td>
<td>Total storage per year</td>
</tr>
<tr>
<td>Desire2Learn Video Note Tool Storage and Bandwidth</td>
<td>per GB per year in excess of contracted amount</td>
</tr>
</tbody>
</table>

* Annual fees are not subject to an annual increase for the first 3 years of the contract

** Capture storage usage is calculated at the end of each month and accrued on an annual basis. Hour estimates are based on default camera and screen (image)

## On Premise Hosted Pricing

### One-time Fees:

- **Desire2Learn Learning Environment Smart Start Bundle**
  - Desire2Learn Learning Environment - Installation
  - Desire2Learn Learning Environment (Test) - Installation
  - LDAP/AD Integration – Installation
  - IPAS Integration (Federated SSO) - Installation
  - Self Hosting Service Fee - Implementation Services Fee
  - Real Time SIS Integration – Installation

- **Training**
  - Training - 3 Day(s)

### Year 1 Discounts:

- Desire2Learn Learning Environment - Year 1 Discount - 15% of Learning Environment Maintenance and Support Discount for Warranty Period

### Annual Fees:

- **Desire2Learn Learning Environment**
  - Desire2Learn Learning Environment - Up to 24268 FTE @ $5.15/FTE

- **Maintenance**
  - Test Environment – Maintenance
  - SIS Integration Maintenance
<table>
<thead>
<tr>
<th>Optional/Additional Fees</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Optional Products</strong></td>
<td></td>
</tr>
<tr>
<td>Desire2Learn ePortfolio</td>
<td>Installation</td>
</tr>
<tr>
<td>Desire2Learn ePortfolio</td>
<td>Annual Fee</td>
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<tr>
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<tr>
<td>Desire2Learn Insights</td>
<td>Installation</td>
</tr>
<tr>
<td>Desire2Learn Insights</td>
<td>Annual Fee</td>
</tr>
<tr>
<td>Desire2Learn Capture</td>
<td>24268 user Desire2Learn Enterprise Capture Cloud Services Package with approx. 30,720 Hours per year of storage**</td>
</tr>
<tr>
<td><strong>Optional Hardware</strong></td>
<td></td>
</tr>
<tr>
<td>Desire2Learn Capture</td>
<td>1 Desire2Learn Capture Station 500(s)</td>
</tr>
<tr>
<td>Desire2Learn Capture</td>
<td>1 Desire2Learn Capture Station 500 3 year Extended Warranty(s)</td>
</tr>
<tr>
<td><strong>Optional Training</strong></td>
<td></td>
</tr>
<tr>
<td>Self Directed Training</td>
<td>100 Self Directed Training Token(s) (Access for 12 Months)</td>
</tr>
<tr>
<td>Self Directed Training Export Package</td>
<td>Export Package - Full Course</td>
</tr>
<tr>
<td>Self Directed Training Export Package</td>
<td>Export Package - Full Course - Annual Maintenance</td>
</tr>
<tr>
<td><strong>Optional Support</strong></td>
<td></td>
</tr>
<tr>
<td>Silver Enterprise for Optional Products</td>
<td>Required if optional products are selected</td>
</tr>
<tr>
<td><strong>Escrow</strong></td>
<td></td>
</tr>
<tr>
<td>Escrow</td>
<td>Annual Escrow Fee</td>
</tr>
</tbody>
</table>

3 Desire2Learn has included optional pricing for additional instances in our pricing table in order to comply with the needs expressed by UO; however, our organization strongly believes that we can accommodate the semester/quarter set-up required by UO with only one production instance. We will be happy to provide you with additional details as required.
### Additional Fees & Rates

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Desire2Learn Learning Environment coverage</td>
<td>per FTE in excess of contracted amount</td>
</tr>
<tr>
<td>Allocated Storage</td>
<td>Total storage per year</td>
</tr>
<tr>
<td>Desire2Learn Video Note Tool Storage and Bandwidth</td>
<td>Total storage per year</td>
</tr>
<tr>
<td>Storage Overage</td>
<td>per GB per year in excess of contracted amount</td>
</tr>
</tbody>
</table>

* Annual fees are not subject to an annual increase for the first 3 years of the contract

** Capture storage usage is calculated at the end of each month and accrued on an annual basis. Hour estimates are based on default camera and screen (image mode) settings. Individual results may vary.

### General Pricing Notes and Assumptions

- Pricing quoted is in USD and does not include applicable taxes.
- Pricing is commensurate with the terms and conditions of the attached Master Agreement.
- Annual fees and rates are subject to a 5% annual increase.
- Desire2Learn has included optional pricing for additional instances in our pricing table in order to comply with the needs expressed by UO; however, our organization strongly believes that we can accommodate the semester/quarter set-up required by UO with only one production instance. We will be happy to provide you with additional details as required.
- The pricing is applicable to the solution as described in this document. Any modifications, customizations or additional integrations may be subject to additional fees.
- 100% of software, enhancements, training manuals (if required) and product support fees are due upon receipt of invoice.
- All invoices are provided via email, unless otherwise requested in writing.
- Travel and per diem expenses are not included in Training or Implementation pricing.
- Printed materials are not included in Training or Implementation pricing.
- Desire2Learn Implementation Fees include all Account Management, Project Management, and Delivery Services Consulting required to install and configure the production system.
- The Training proposed is a suggested offering. Clients typically engage with us in an initial training consultation to determine a customized training agenda specifically developed to meet their unique institutional requirements.
- Pricing is based on storage defaults of 100MB per User on average.
- Use of the Video Note tool is conditioned on the execution of the Video Note ADDENDUM which is included with the attached Master Agreement.
A Desire2Learn Cloud Test Environment is a mandatory requirement if Desire2Learn is delivering SIS Integration as part of the overall engagement.

Desire2Learn software upgrades are performed gratis by Desire2Learn technical associates.

Base software licensing also includes revisions to documentation, new core product developments, and new functionality at no additional cost.

Desire2Learn Capture Pricing Notes and Assumptions

- All Desire2Learn Capture implementations must have:
  - At least a Desire2Learn Capture license from an individual or enterprise bundle (Desire2Learn Cloud or On Premise)
  - At least an entry level, standard, or premium support only if an individual Desire2Learn Capture bundle is selected

- ASC is defined as an Authorized Support Contact. Typically the ASC would be the webcasting administrator at your site.

- The following notes and assumptions apply to our optional hardware, Desire2Learn Capture Station 500:
  - Desire2Learn Capture Station 500 includes a 1 year hardware warranty, with the option to extend to a total of 3 years.
  - Shipping and handling charges extra. Our terms are F.O.B. Shipping Point, freight prepaid and charged back.
**TERMS AND CONDITIONS**

*This data constitutes a trade secret under ORS 192.501(2), and will not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.*

Per section 4.2.2 of the RFP, Desire2Learn submits these exceptions to UO. All specifications and requirements are subject to Desire2Learn’s responses. Desire2Learn agrees only to substantially furnish services to the University of Oregon in accordance with what it has proposed in this document.

Desire2Learn attaches our Master Agreement to this RFP response. If there are any omissions, inconsistencies or modifications between Desire2Learn’s attached Master Agreement and the terms and conditions supplied or referenced in this RFP, and the term is not required by law, Desire2Learn’s Master Agreement shall take precedence. While Desire2Learn is open to negotiating in good faith our terms and conditions with the University of Oregon, our pricing and offering is consistent with the terms and conditions set out in our Master Agreement.

Pursuant to section 4.2 of the RFP, we also itemize some of the exceptions we have in the table below:

<table>
<thead>
<tr>
<th>Section, Article or Paragraph in RFP or Terms and Conditions</th>
<th>Desire2Learn exception, referenced language or proposed change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 4.9, “Public Records/Property of University”</td>
<td>Desire2Learn requests that such license be limited in order to provide protection for Desire2Learn’s intellectual property, trade secrets and confidential information contained in the proposal. We can therefore grant you limited rights to use and copy the proposal solely for the purpose of evaluating the Proposal, negotiating a contract, if awarded to Proposer, or as otherwise needed to administer the RFP process, and to fulfill obligations under Oregon Public Records Laws.</td>
</tr>
<tr>
<td>Exhibit A, Section 1</td>
<td>Desire2Learn requests the ability to negotiate some of the terms and conditions prior to being bound by them.</td>
</tr>
<tr>
<td>Exhibit E, Trial Period License Agreement</td>
<td>Desire2Learn prefers to use our form of agreement. Please see the attached Pilot Agreement.</td>
</tr>
<tr>
<td>Exhibit F, Section 1.1</td>
<td>In the event of a conflict Desire2Learn requests our Master Agreement to control over all.</td>
</tr>
<tr>
<td>Exhibit F, Section 2.5</td>
<td>Desire2Learn requests this clause be removed in its entirety</td>
</tr>
<tr>
<td>Exhibit F, Section 2.6</td>
<td>Due to our maintenance schedule, Desire2Learn requires sixty (60) days after receipt of written notice from the non-breaching Party to cure a breach of contract.</td>
</tr>
<tr>
<td>Exhibit F, Section 2.7</td>
<td>Desire2Learn requests this section be replaced with</td>
</tr>
</tbody>
</table>
section 9 of the attached Master Agreement. Desire2Learn is willing to discuss termination by reason of non-appropriation of funding, and other reasons set out in 2.7 of the Terms and Conditions.

<table>
<thead>
<tr>
<th>Exhibit F, Section 3.2</th>
<th>Desire2Learn will use reasonable commercial efforts to staff the project with certain key personnel, but reserves the right to revise its list if schedules do not permit the allocation of such resources, or for any reason beyond Desire2Learn’s reasonable control.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit F, Section 3.7</td>
<td>Desire2Learn requests that cancellation of work shall be addressed in accordance with section 9 of the Master Agreement. As regards scheduling delays, we are willing to discuss this within the context of the relevant Statement of Work.</td>
</tr>
<tr>
<td>Exhibit F, Section 4</td>
<td>Desire2Learn requests that any acceptance criteria and procedures be addressed in the relevant Statement of Work.</td>
</tr>
<tr>
<td>Exhibit F, Sections 5.1 and 5.2</td>
<td>We are in agreement with these sections; however we request that “Unless otherwise agreed between the parties” be added to the beginning, in case change orders to the project are agreed.</td>
</tr>
<tr>
<td>Exhibit F, Section 5.3</td>
<td>Please add “unless otherwise agreed between the parties” to the end of the first sentence.</td>
</tr>
<tr>
<td>Exhibit F, Section 5.4</td>
<td>Depending on the agreed length of the initial term, we request that we remain open to discuss any price increases.</td>
</tr>
<tr>
<td>Exhibit F, Section 5.6</td>
<td>Desire2Learn requests this clause be removed in its entirety.</td>
</tr>
<tr>
<td>Exhibit F, Section 7</td>
<td>Desire2Learn will only provide the warranties outlined in section 2 of the attached Master Agreement.</td>
</tr>
<tr>
<td>Exhibit F, Sections 9.1, 9.2, 9.3, and 9.4</td>
<td>Desire2Learn requests these clauses be made mutual as such; we propose that sections 1.06, 1.07, 3.01 and 3.02 from the Desire2Learn Master Agreement be used to replace these sections.</td>
</tr>
<tr>
<td>Exhibit F, Section 9.5</td>
<td>Desire2Learn requests this clause be made mutual so that it protects and provides benefits to both parties.</td>
</tr>
<tr>
<td>Exhibit F, Section 9.7</td>
<td>Desire2Learn requests this clause be made mutual, and that a party’s consent will not be unreasonably withheld. In addition, we request that the following</td>
</tr>
</tbody>
</table>
be added to this clause: “Nothing in this section is intended to prohibit Desire2Learn from naming the University in client listings or having the University’s name disclosed as part of the natural use of the products and services”.

<table>
<thead>
<tr>
<th>Exhibit F, Section 9.8</th>
<th>Please add “Subject to the foregoing confidentiality provisions and to Oregon law as regards the protection of trade secrets” to the beginning of this clause.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit F, Section 10</td>
<td>Desire2Learn has attached our insurance certificate of our current coverage. It is our experience that this type of coverage will suffice.</td>
</tr>
<tr>
<td>Exhibit F, Section 11</td>
<td>Desire2Learn requests this clause be removed in its entirety and replaced with sections 5 and 6 of the attached Master Agreement.</td>
</tr>
<tr>
<td>Exhibit F, Section 12</td>
<td>Desire2Learn requests this clause be removed in its entirety and replaced with sections 5 and 6 of the attached Master Agreement.</td>
</tr>
<tr>
<td>Exhibit F, Section 13</td>
<td>Desire2Learn requests this clause be removed in its entirety and replaced with section 4 of the attached Master Agreement and section C1 of the Consulting Addendum attached to the Master Agreement.</td>
</tr>
<tr>
<td>Exhibit F, Section 14</td>
<td>Desire2Learn has an existing agreement with Escrow Associates LLC. Upon payment of the annual fee for such services, the University can be added as a beneficiary to this agreement.</td>
</tr>
<tr>
<td>Exhibit F, Section 15.5</td>
<td>Desire2Learn requests clarification regarding this clause. It is not our intention to request payment from the University for anything that is not being provided under Desire2Learn’s agreement with the University.</td>
</tr>
<tr>
<td>Exhibit F, Section 15.7</td>
<td>This clause should not be required because Desire2Learn is providing a software solution, and our printed documentation – if any – is a very small part of what we provide.</td>
</tr>
<tr>
<td>Exhibit F, Section 15.8</td>
<td>Desire2Learn requests this clause be removed in its entirety.</td>
</tr>
<tr>
<td>Exhibit F, Section 15.9</td>
<td>Desire2Learn requests this clause be removed in its entirety and replaced with section 11 of the attached Master Agreement.</td>
</tr>
<tr>
<td>Exhibit F, Section 15.10</td>
<td>Desire2Learn would prefer to replace this clause with section 12.01 of the attached Master Agreement.</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
</tr>
<tr>
<td>-----------</td>
<td>-------------</td>
</tr>
<tr>
<td>Exhibit F, Section 15.12</td>
<td>Such audits may be done once per year upon thirty (30) days prior written notice during normal business hours and in a manner that would not unreasonably disrupt Desire2Learn’s business. No copies may be made.</td>
</tr>
<tr>
<td>Exhibit F, Section 15.14</td>
<td>Desire2Learn requests this clause be removed in its entirety and replaced with section CA3.01 of the Consulting Addendum in the attached Master Agreement.</td>
</tr>
<tr>
<td>Exhibit F, Section 15.15</td>
<td>Desire2Learn is willing to discuss termination by reason of non-appropriation of funding, but requests that the last sentence in this clause be removed in its entirety.</td>
</tr>
<tr>
<td>Exhibit F, Section 15.17</td>
<td>Desire2Learn requests this clause be removed in its entirety.</td>
</tr>
<tr>
<td>Exhibit F, Section 15.34</td>
<td>Desire2Learn requests that this clause be replaced by section 6 of the attached Master Agreement.</td>
</tr>
</tbody>
</table>
SUPPORTING DOCUMENTS

Desire2Learn is providing the following supporting documents as referenced throughout our proposal:

- Master Agreement
- Master Agreement - Pilot
- Financial Letter
- Voluntary Product Accessibility Template (VPAT)
- Hardware Sizing Guideline
- Key Personnel Biography – Adam Hartshorn
- Key Personnel Biography – Dawn MacDonald
- Sample Implementation Timeline
- Training Agendas (3 documents)
- D2L Ltd. Insurance Certificate

Moreover, attached are also the completed affidavits and forms as requested by UO:

- Certificate of Registration – State of Oregon
- Evidence of Good Standing for the State of Maryland
- Exhibit A - Representations, Certifications, and Acknowledgements
- Exhibit B – Proposer’s Qualifications (Table)
- Exhibit C – Requirements and Features (Table)
- Exhibit D – Pricing (Table)
About Us

Desire2Learn includes Desire2Learn Incorporated and its subsidiaries.

Desire2Learn is a global provider of enterprise eLearning solutions enabling leading institutions and organizations to create teaching and learning environments that support them in realizing their vision.

Desire2Learn Incorporated

Phone:  1.519.772.0325 (Worldwide)

Toll Free:  1.888.772.0325 (North America)

0.808.234.4235 (United Kingdom and Europe)
0.800.452.069 (New Zealand)
1.800.656.210 (Australia)

Fax:  1.519.772.0324

Email:  ContactUs@Desire2Learn.com

Web:  www.Desire2Learn.com
This Master Agreement, including its Addenda and Schedules ("Master Agreement") governs terms and conditions between University of Oregon, 720 E. 13th Ave., Suite 302, Eugene, OR 97401, an Oregon educational institution ("Client") and D2L Ltd., 715 St. Paul Street, Baltimore MD 21202, a Maryland corporation, or its subsidiaries, divisions or affiliates ("D2L") as listed in any Addendum to this Master Agreement.

1 Definitions

1.01 Active User means any person who registers for or is enrolled in one or more courses, and/or logs into the system in each consecutive 12-month period following the Effective Date.

1.02 Addendum is an executed document attached to this Master Agreement that provides specific terms and conditions of Products supplied to Client.

1.03 Applications mean D2L Software applications resident on D2L computers that Client is permitted to access and use through an Applications & Hosting Addendum.

1.04 Authorizing Document is any document signed or electronically agreed to by D2L and Client. An Authorizing Document may be an Addendum, a Statement of Work, an engagement letter, a purchase order letter, an e-mail (subject to reasonable authentication of sender’s authority) or similar document.

1.05 Client includes its employees, directors, officers, or agents, and to the extent they are specifically identified, its affiliates and subsidiaries.

1.06 Client Information includes course content, materials, personal information, and any other data that Client (or its authorized users) uploads or enters through its lawful use of Products and Services.

1.07 Confidential Information is information provided to one Party about the other Party’s products or services, business, affairs, computer systems, installations or clients, to the extent that the information might reasonably be expected to be confidential. Confidential information also includes Client information and personal information protected under privacy laws.

1.08 Consulting is implementation, development, or other assistance provided pursuant to an Addendum, Statement of Work or other Authorizing Document.

1.09 Deliverable is a tangible, verifiable work output such as a specification, programming, code, or other output developed under a Statement of Work.

1.10 Documentation is a document published by D2L for all clients such as a user’s manual, release notes or is otherwise designated as documentation. Documentation does not include sales and/or marketing materials.

1.11 Effective Date is the date that the Client signs this Master Agreement or Addendum, unless otherwise specified in the Addendum.

1.12 End Users are the persons who access, attempt to access or use the Software or Applications as a product during the course of this Master Agreement.

1.13 Enrolment means the total of each unique course registrations over the course of each consecutive 12-month period following the Effective Date. For clarity, if an End User is registered in 2 course offerings during a particular year, it will count as 2 Enrolments.

1.14 FTE means a count of the highest reported full-time equivalents over the course of a year. The FTE is typically based upon the FTE reported to the Integrated Post-secondary Data System (IPEDS).

1.15 Hosting is the use of Applications on D2L equipment within D2L facilities.

1.16 Intellectual Property is any present or future development work, copyright, patent, trade-mark, trade name, service mark, design, program, procedure and method of computation, trade secret, data model, invention, drawing, plan, specification, process or similar property.

1.17 License Fee is the fee paid to license the Software pursuant to a License Addendum.

1.18 Network is, collectively, D2L’s hardware, Software, communications, cabling and other related resources through which Client accesses services.

1.19 Party is D2L and Client.

1.20 Products and Services include Applications, Software, Hosting, Consulting and any other duty, function or task D2L performs under this Master Agreement.

1.21 Rates are D2L’s then-current charges for professional services it provides, except for out-of-pocket and per diem expenses.

1.22 Schedule is a document attached to this Master Agreement that is not an Addendum, or a document attached to an Addendum.

1.23 Software is a D2L software application or any part thereof in object code form licensed to or accessed by Client. Software also includes Upgrades provided under the Support Schedule, but does not include software applications developed under a Consulting Addendum or related Statement of Work.

1.24 Statement of Work (or Work Order) is a document created pursuant to a Consulting Addendum that specifies the roles and responsibilities of the Parties with respect to a particular engagement.

1.25 Support is support services provided pursuant to a Support Schedule, as more fully described in the Support Schedule.

1.26 Upgrades are modifications, templates and newer versions of Software and Applications provided by D2L that are made available generally to D2L clients. Upgrades do not include new independently-priced modules or utilities.

1.27 Vendor is a 3rd party provider of products or services to D2L.

2 Warranties. For Products and Services provided under this Master Agreement, D2L warrants that:

2.01 Its employees are competent and appropriately trained to and will perform Consulting; and
2.02 Applications and Software will substantially perform according to applicable Documentation provided that Client (or D2L at Client’s request) has not modified Software.

2.03 Except as set forth in this Master Agreement, D2L makes no warranties, conditions, or guarantees, express or implied, oral or written, with respect to the Products and Services or Network. D2L does not warrant that Products and Services or Network are error-free. D2L makes no warranties of merchantability, fitness for a particular purpose, or arising from a course of performance, dealing, or usage of trade.

3 Confidentiality

3.01 No Party shall furnish Confidential Information to any unauthorized person or entity.

3.02 Neither Party shall be bound by confidentiality obligations if the Confidential Information (a) is required to be disclosed pursuant to court or regulatory order, provided that, where feasible, the owner of the Confidential Information is given a reasonable opportunity to limit the extent of disclosure; (b) was already rightfully in its possession before negotiations commenced that led to this Master Agreement; (c) is learned from a 3rd party or (d) becomes part of the public domain other than as a result of a breach of this section and is not otherwise protected under law.

3.03 Nothing in this section is intended to prohibit D2L from issuing a mutually-acceptable press release, or naming Client in client listings or having Client’s name disclosed as part of the natural use of the Products and Services.

4 Proprietary Rights & Restrictions

4.01 D2L has all appropriate rights and interest in its Applications, Software, Documentation, Materials, Deliverables, and other Intellectual Property (collectively, the “IP”), and D2L reserves these rights and privileges in connection with the IP, except as expressly granted to Client pursuant to this Master Agreement or applicable Creative Commons License. Except as may be expressly granted in a Statement of Work, D2L does not transfer any title or interest in its IP. The IP contains valuable intellectual property of D2L and its licensors. The IP is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

4.02 Except as permitted by this Master Agreement, or applicable Creative Commons License Client shall not:

4.02.1 attempt to decompile, disassemble, modify the source code of, or reverse engineer the IP;
4.02.2 use, reproduce, transmit, modify, adapt or translate the IP;
4.02.3 rent, lease, license, transfer, assign, sell or otherwise provide access to the IP on a temporary or permanent basis;
4.02.4 alter, remove or cover proprietary notices in or on the IP.

4.03 Client owns and retains all right, title and interest to, or has appropriate possessory rights in Client Information. D2L makes no claim of license, title or ownership to Client Information.

4.04 Any default in Client’s obligations under this section may cause irreparable harm to D2L. If Client takes or threatens any action that may infringe on D2L’s IP rights, D2L may seek injunctive or other equitable relief in addition to any damages to which D2L may be entitled.

5 Indemnification

5.01 Claims. D2L may indemnify, defend and hold harmless Client from any direct costs, expenses, damages, judgments or settlements incurred because of an action or claim by 3rd parties alleging that Client’s use of Applications, Software, Deliverables or Documentation is an infringement of patent or registered trademark rights of a 3rd party in Canada or the United States, but only if Client (a) promptly notifies D2L in writing of any claim; (b) allows D2L to control the defense or settlement of the claim; and (c) takes no action that, in D2L’s reasonable judgment, impairs D2L’s defense of the claim.

5.02 Exclusions and Limitations. This indemnity shall not apply to the extent that the infringement claim results from (a) Client’s unauthorized modification to Applications, Deliverables or Software; (b) Client’s failure to install an Upgrade that would have avoided the claim; (c) the combination of the Software or Deliverables with 3rd party products where the 3rd party products are or reasonably should be governed by an agreement between Client and the 3rd party; or (d) D2L’s compliance with specifications furnished by Client.

5.03 D2L Options. If a claim arises, D2L shall (a) substitute equivalent non-infringing Applications or Software; (b) modify the Applications or Software so that they no longer infringe but remain functionally equivalent; or (c) if neither (a) nor (b) is reasonably feasible, cancel the Addendum, and refund the unused pro-rated amounts.

5.04 Entire Liability. This section states the entire liability and obligation of D2L regarding infringement claims.

6 Liability Limitations

6.01 D2L’s liability to Client for damages, costs, losses or expenses provided pursuant to this Master Agreement, in contract, tort or otherwise, (except for the Indemnification section) is limited to six months of fees paid under the relevant Addendum or Statement of Work under which the claim arose. The liability limitation is commensurate with the consideration paid under this Master Agreement.

6.02 Neither Party is liable for indirect, consequential or incidental damages, including loss of revenue, profits or data, even if the other Party had advised of the possibility of such damages. Each Party is liable to the other for direct losses and expenses incurred by the other Party as a result of any breach of the Confidentiality Section, and Client is liable to D2L against all direct losses and expenses incurred as any result of a breach of the Proprietary Rights & Restrictions Section.
6.03 Client is responsible for the content of its and its End User’s transmissions, including Client Information, over D2L’s Network. Client agrees that it and its End Users will not use the Network for illegal purposes, to infringe the rights of a 3rd party, or to interfere with or disrupt the Network (“Disruption”). Disruptions include distribution of unsolicited advertising or chain letters, defamatory, libelous or offending content, propagation of computer worms and viruses, and unauthorized use of the Network to enter, or attempt to enter, another Network machine or Organizational Instance. If a Disruption occurs, D2L may, in its reasonable discretion, immediately remove the Disruption, terminate the mode of communication, suspend Client’s and its End User’s access to Network or terminate this Master Agreement, and Client is liable to D2L for claims arising from any Disruption.

6.04 No act or omission by D2L under this Master Agreement shall be interpreted or construed as being for the benefit of, or creating any 3rd party or legal entity other than Client.

7 Payment Terms & Taxes
7.01 D2L emails invoices to the address listed as Invoice Recipient. Unless otherwise agreed payment is due within 30 days of the issue date noted on the invoice. Late payments will be subject to an interest charge of 1.5% per month or 19.56% APR.

7.02 If D2L incurs costs in collecting overdue invoices, Client is responsible for reimbursing D2L for collection costs, including reasonable legal fees.

7.03 All fees and rates stated in this Master Agreement do not include taxes of any kind, which taxes shall be added to Client's invoices. Client shall pay taxes promptly to D2L if D2L is required by law to collect them, except for taxes payable upon the income or capital of D2L. If Client is tax exempt, Client shall furnish to D2L its certificate upon request.

7.04 Client shall not deduct or set-off any amount from payments due to D2L.

7.05 D2L may accept payment from any entity without accepting that entity as Client and without waiving any provision against assignment. D2L may accept partial payments for amounts due without waiving its right to payment in full of all outstanding amounts.

8 Excusable Delay
8.01 If a Party cannot perform any of its obligations under this Master Agreement because of natural disaster, actions of governmental bodies, strikes, lockouts, riots, acts of war, communication line failures, power failures, fires or similar events or circumstances outside that Party’s control, the Party who cannot perform shall promptly notify the other in writing, and shall do everything reasonably possible to resume performance. Upon receipt of notice, and except for accrued payment-related obligations, all obligations under this Master Agreement are immediately suspended. If the period of non-performance exceeds 60 days from the receipt of notice, the Party receiving the notice may terminate this Master Agreement with written notice within 30 days.

9 Term & Termination
9.01 Master Agreement. This Master Agreement shall continue until all Addenda are terminated, or may be terminated as specified elsewhere in this Master Agreement or as follows:

9.01.1 by either Party if the other breaches the provisions of Confidentiality, Import/Export Restrictions and Proprietary Rights & Restrictions sections;

9.01.2 by either Party if the other Party materially or repeatedly (which in the aggregate is material) defaults in performing its duties or obligations under this Master Agreement for a period of 60 days after written notice is given to the defaulting Party, unless the default is cured within the 60 day period; and

9.01.3 by either Party in the event the other Party ceases conducting business in the normal course, become insolvent, makes a general assignment for the benefit of creditors, seeks creditor protection, suffers or permits the appointment of a receiver for its business or assets, or becomes bankrupt

9.01.4 by D2L if Client fails to pay an invoice, which is not the subject of a good faith dispute, provided that the invoice remains unpaid 30 days after D2L’s subsequent notice to Client that payment is required.

10 Rights on Termination; Survival
10.01 On termination, all rights and obligations of the Parties cease except payment obligations.

10.02 Client shall return all copies of Software, Documentation and Materials within 30 days of termination.

10.03 Survivability. The Confidentiality, Proprietary Rights & Restrictions, Indemnification (to the extent the claim arose before the relevant Addendum was terminated), Liability Limitations, and the General sections shall survive termination of this Master Agreement, regardless of the reason for the termination.

10.04 D2L will delete or destroy Client files and data residing on D2L Networks 30 days after termination, unless otherwise agreed in writing.

11 Assignment
11.01 Neither this Master Agreement nor any rights hereunder may be assigned or transferred by Client, whether directly or by operation of law, without the prior written consent of D2L. D2L’s consent may be conditioned upon the payment of additional fees to D2L in amounts determined by D2L.

11.02 Deemed Assignment. A change of control of Client, sale of substantially all of the assets of Client, merger or consolidation involving Client or any affiliate of Client effecting a change of control of Client, is deemed an assignment or transfer of this Master Agreement and the rights under it by operation of law requiring the prior written consent of D2L.

11.03 Assignment Void. Any assignment or transfer of this Master Agreement or the Product without the prior written consent of D2L shall constitute a material breach of this Master Agreement. Subject to the foregoing, this Master Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns. Any attempted transfer or assignment prohibited by this Master Agreement is null and void.
12 General

12.01 Governing Law. This Master Agreement is governed by the laws of state of Maryland, without regard to its conflict of laws principles. Legal action arising pursuant to this Master Agreement shall be filed in the courts of state of Maryland. The United Nations Commission on International Trade Law Conventions on Contracts for the International Sale of Goods and Related Transactions is specifically excluded from this Master Agreement. The Parties waive any right to a jury trial. This section maybe modified under the F&R Schedule upon a showing by Client of applicable law requiring a different jurisdiction.

12.02 Conflict between Master Agreement and Addendum or other Authorizing Document. An Addendum shall supersede the provisions of this Master Agreement where the documents are in conflict. The Master Agreement shall supersede the provisions of an Authorizing Document, unless the Authorizing Document refers to the provision of the Master Agreement it supersedes. No Addendum or Authorizing Document modifies any other Addendum or Authorizing Document unless the Parties agree in writing.

12.03 Remedies Cumulative. All rights and remedies under this Master Agreement are cumulative and in addition to all other rights and remedies of either Party at law or in equity.

12.04 Notices. All notices shall be in writing and delivered (a) by hand, (b) by registered mail, postage prepaid, return receipt requested, (c) reputable overnight delivery service, or (d) by facsimile, provided that the sender retains proof of successful transmission. All notices shall be deemed received, if delivered by hand, on the date of delivery; if mailed, on the date of receipt appearing on the return receipt card; if sent by courier, on the date recorded by the courier company as having been received by the addressee; or, if sent by facsimile, on the date of receipt by the facsimile machine when it reports that the transmission is complete. Notices shall be sent or faxed to the names, addresses and numbers set forth below the signature lines to this Master Agreement.

12.05 Import/Export Controls. Client shall comply with all applicable export, re-export and foreign policy laws that may be imposed by the Canadian/United States government.

12.06 Non-solicitation. During the term of this Master Agreement, and for 1 year following its termination, neither Party shall recruit or solicit any employee of the other Party, including as an independent contractor or consultant, without that Party’s prior written consent.

12.07 Products and Services Analysis. To deliver the Products and Services required under this Master Agreement, Desire2Learn may collect, analyze, and interpret data elements acquired by, associated with, or provided in the use of Applications and Software (“Product and Service Analysis”). All individual data elements of the Product and Service Analysis are property of their respective owners and shall be governed by the Confidentiality and Intellectual Property provisions of this Master Agreement. All algorithm, computational, or cumulative results of the Product and Service Analysis are wholly-owned by Desire2Learn. This provision is in addition to, and not a substitute for, any other provision of this Master Agreement.

12.08 Entire Agreement. This Master Agreement contains the entire understanding between the Parties with respect to its subject matter. All prior agreements, representations, inducements and negotiations, and any and all existing contracts previously executed between the Parties with respect to this subject matter are superseded hereby.

12.09 Amendment/Waivers. No amendment, modification, termination or waiver of any provision of this Master Agreement is effective unless it is in writing and signed by both Parties. Any waiver or consent shall be effective only in the specific instance and purpose for which it was given. Terms or conditions that Client purports to include in a purchase order or similar instrument are void and of no force and effect.

12.10 Severability. If a court declares void or unenforceable any term of this Master Agreement, the remaining terms and provisions of this Master Agreement shall remain unimpaired and the invalid term shall be replaced by a valid term that comes closest to the intention underlying the invalid term.

12.11 Independent Parties. Neither Party is an agent, employee, partner, joint venturer or legal representative of the other.

AGreed AND ACcepted

D2L LTD. By: ____________________________

Name: ____________________________

Title: ____________________________

Date: ____________________________

UNIVERSITY OF OREGON By: ____________________________

Name: ____________________________

Title: ____________________________

Date: ____________________________

(Authorized Signatory)
### Notice Information

<table>
<thead>
<tr>
<th><strong>D2L Ltd.</strong></th>
<th><strong>University of Oregon</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>To:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>John Baker</td>
</tr>
<tr>
<td><strong>Title:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>President</td>
</tr>
<tr>
<td><strong>Copy to:</strong></td>
<td></td>
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<td>715 Saint Paul Street</td>
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<td>Baltimore, MD 21202</td>
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### Invoicing Information

#### Invoice Recipient

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#### Payable Enquiry

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Note: all invoices are provided via e-mail, unless otherwise requested in writing.
This Applications & Hosting Addendum, together with the Master Agreement, governs terms and conditions between University of Oregon and D2L relating to Applications.

A1 Definitions

A1.01 Terms not defined in this Addendum shall have the meanings given to them in the Master Agreement.
A1.02 Available means the material components of the Applications are available for Client’s use.
A1.03 Downtime means those times in which material components of the Applications are not Available but shall not include Emergency Unavailability and Scheduled Unavailability.
A1.04 Emergency Unavailability means those times when material components of the Applications are unavailable for Client use resulting from the existence or repair of software bug/virus/worm, hardware failure, 3rd party communication failure, force majeure (excusable delay), Disruption (as defined in the Master Agreement), or other event that is outside Desire2Learn’s commercially reasonable efforts to mitigate unavailability through industry standard processes and network design or those unavailable events arising from Client error or negligence.
A1.05 Measurement Period means each calendar month commencing from the Effective Date. For purposes of clarification each calendar month shall constitute a distinct Measurement Period.
A1.06 Scheduled Unavailability means the times in which the material components of the Applications are not Available: 1) in accordance with posted maintenance schedules which may, in the sole discretion of Desire2Learn, be changed from time-to-time on 30 days’ notice, or; 2) as a result of an agreement between Client and Desire2Learn, for example, to accomplish an Upgrade.

A2 Grant of Use

A2.01 Upon the Effective Date, D2L shall permit to Client to use Applications in a non-exclusive, non-transferable, time-limited (revoked upon termination) manner as set forth in the attached Fees and Rates Schedule by the specified number of Active Users. Should Client not pay according to Section A5, this Addendum is terminated.

A3 Term

A3.01 This Addendum shall be effective for 7 months from the Effective Date listed in the below Fees and Rates Schedule (“Initial Term”).
A3.02 Automatic renewal. At the end of the Initial Term, this Addendum shall be extended for additional consecutive terms equal in duration to the initial term, unless and until either Party notifies the other of its intent to terminate or modify this Addendum at least 60 days before the end of the then-current term.

A4 Support

A4.01 Support services are set forth in the Support Schedule attached to this Addendum and are coterminous with this Addendum.
A4.02 Modifications to Applications or Hosting. D2L may modify the Applications or Hosting. D2L will advise Client of material Modifications where feasible.

A5 Payments

A5.01 Client shall pay the fees as per the Fees and Rates Schedule, or, for additional work, as specified in an Authorizing Document.

A6 Use of Applications

A6.01 Client may use or access Applications for its use only. No 3rd party, other educational institution or business group or entity other than that identified in the attached Schedules(s) may make use of, or obtain access to, Applications without a separate Agreement.
A6.02 Audit. D2L may view the Client’s site no more than twice a year for the purpose of ensuring compliance by Client with the terms of this Master Agreement. If the audit reveals that Client’s use of Applications exceeds its permitted use, Client shall pay D2L’s then-current fees and reasonable administrative fees.

A7 Service Objectives

A7.01 Availability. Throughout each Measurement Period the material components of the Applications shall be Available at least 99.9% of the time.
A7.02 Downtime and Emergency Unavailability. Desire2Learn shall undertake commercially reasonable efforts to rectify any Downtime or Emergency Unavailability.
A7.03 Notice of Emergency Unavailability. If possible, Desire2Learn shall make commercially reasonable efforts to provide Client reasonable notice prior to making the material components of the Applications unavailable for Client use during Emergency Unavailability.
A7.04 Reporting, Investigation & Classification. Client shall report incidents to Desire2Learn Support that it considers Downtime immediately, but in no event later than 24 hours from when Client became aware of, or reasonably should have become aware of, the occurrence; failure to do so shall disentitle Client to any credit for that incident under this Schedule. In reporting, Client shall provide Desire2Learn sufficient information to investigate and classify the incident, including: date, duration, and description of occurrence. Desire2Learn shall investigate and reasonably classify any reported outage/occurrence as Scheduled Unavailability, Emergency Unavailability, or Downtime. In making its classification, Desire2Learn shall rely solely upon its own statistics software and monitoring equipment.
A7.05 Downtime Credit. If after investigation and classification, Desire2Learn determines that Downtime during the Measurement Period was such that Availability fell below the level stated in this Schedule, Client shall be entitled to a credit on hosting fees during the relevant Measurement Period, calculated on the following basis:

<table>
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<tr>
<th>Availability</th>
<th>Client credit</th>
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<tr>
<td>99.9% ≤ x ≤ 1</td>
<td>N/A</td>
</tr>
<tr>
<td>99.5% ≤ x &lt; 99.9%</td>
<td>1% of Client’s Hosting fee</td>
</tr>
<tr>
<td>99% ≤ x &lt; 99.5%</td>
<td>2.5% of Client’s Hosting fee</td>
</tr>
<tr>
<td>98% ≤ x &lt; 99%</td>
<td>5% of Client’s Hosting fee</td>
</tr>
<tr>
<td>x &lt; 98%</td>
<td>10% of Client’s Hosting fee</td>
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</tbody>
</table>

A7.06 Credit Sole Remedy. Any credit so determined may only be applied against subsequent Hosting fees on renewal of the Applications & Hosting Addendum and shall be Client’s sole remedy if that Availability falls below the level stated in this Schedule.

A8 Additional Active Users

A8.01 Client may increase its number of Active Users upon paying the appropriate fee.

AGREED AND ACCEPTED

D2L LTD.

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

UNIVERSITY OF OREGON

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

(Authorized Signatory)

\[ x = \text{Availability} \]
THE VIDEO NOTE TOOL ADDENDUM

This The Video Note Tool Addendum, together with the Master Agreement, governs terms and conditions between University of Oregon and D2L relating to the Video Note Tool ("VNT") feature of the Desire2Learn Learning Environment.

VN1 Definitions

VN1.01 Amazon Cloud means the Amazon Elastic Compute Cloud and Amazon Web Services platforms provided by Amazon.com Inc., a Washington corporation.

VN1.02 Data includes the schema comprised of (i) Desire2Learn Learning Environment database elements (the instance name, org name, org id, org unit id, username, title, description, data/time and location); and (ii) the content created, uploaded and downloaded to the Amazon Cloud by the End User.

VN1.03 Service means the VNT feature of the Desire2Learn Learning Environment in combination with Amazon Cloud.

VN1.04 URL means the uniform resource locator generated by the VNT Service for a specific VNT Data element such as video.

VN2 Disclaimer of Warranty

VN2.01 VNT Service is a beta service. To the maximum extent permitted by law, D2L disclaims all warranties, both express and implied with respect to the VNT Service, including warranties of merchantability or fitness for a particular purpose, or warranties arising from a course of performance, dealing or usage of trade. With respect to the VNT Service, these provisions shall supersede any other warranty provisions previously agreed by the Parties.

VN3 Limitation of Liability

VN3.01 To the maximum extent permitted by law, D2L disclaims all liability to Client for any act or omission relating to the unlawful or unauthorized use of the VNT Service. The maximum liability D2L shall have with respect to the VNT Service is the annual fee paid by the Client for the VNT Service in the year in which the claim arose.

VN4 Indemnification

VN4.01 Client understands that the VNT Service is provided by D2L through Amazon Cloud, a third Party service used by D2L.

VN4.02 Notwithstanding anything to the contrary in the Master Agreement or other Authorizing Document, Client will indemnify, or where Client is prohibited by law from indemnifying, will be liable to D2L and/or the relevant D2L partner participating in the delivery of the VNT Service, to the maximum extent permitted by law for any and all claims, losses and damages D2L and/or the relevant D2L partner participating in the delivery of the VNT Service suffers as a result of the unlawful, unlicensed or misuse of the Branding, Client Information, and/or the VNT Service by Authorized End Users.

VN5 Security and Personally Identifiable Information

VN5.01 Client and its End Users use the VNT Service at their own risk. D2L is not responsible for the VNT Data. D2L does not, and disclaims any obligation to, police, monitor or control the VNT Data.

VN5.02 D2L does not control the Amazon Cloud. D2L recommends that Client implement appropriate policies and procedures, including restrictions on VNT Data, to govern the personal information that may be processed in the course of use of the VNT Service as well as the acceptable use of the VNT Service by End Users.

VN6 Usage

VN6.01 Clients are responsible for managing their storage and bandwidth usage by utilizing the provided VNT functions to assist with monitoring and purging of videos.

VN6.02 Client may receive an initial storage and bandwidth package calculated per user type and per year at no charge; the amount of storage and bandwidth in this initial package is as set forth in the Fees and Rates Schedule. If Client exceeds the storage and bandwidth in the initial package, Clients are responsible for all additional storage and bandwidth charges incurred through their and their End Users’ use of the VNT Service. Storage and bandwidth usage are calculated at the end of each month and accrued on an annual basis. Overage rates are set out on the Fees and Rates Schedule or the attached quote, as the case may be. Fees and rates for such additional storage and bandwidth may be subject to change at any time, at D2L’s sole discretion, upon 30 days’ prior written notice to Client.

VN7 Suspension and Termination Rights

VN7.01 The Parties reserve the right to suspend or terminate this Addendum at any time without penalty.

VN7.02 D2L may suspend or terminate the VNT Service for any breach of this Addendum, including any breach claimed by any third Party that VNT Data infringes their intellectual property rights (e.g., a DMCA claim).

VN7.03 D2L reserves the right to suspend or terminate access to the Amazon Cloud or the VNT Service at any time without notice.

VN7.04 Unused prepaid amounts for the VNT Service are eligible to be refunded on a pro-rata basis if D2L has terminated this Addendum for convenience. There is no right to any refund of prepaid amounts for any other reason.

VN8 Support

VN8.01 Support services shall be provided in accordance with the Support Schedule attached to the Applications Hosting Addendum.

VN9 Term
VN9.01  This Addendum shall be coterminous with the Applications Hosting Addendum, as amended.

**AGREED AND ACCEPTED**

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<th>D2L LTD.</th>
<th>UNIVERSITY OF OREGON</th>
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<td>By:</td>
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(Authorized Signatory)
Support Schedule (Standard)

Support shall be as specified below. These terms are subject to change in the reasonable discretion of D2L after informing Client. Support fees are set forth in the fees and Rates Schedule.

S1 Definitions
S1.01 Business Hours mean 8:00 a.m. to 8:00 p.m., Monday to Friday, except public holidays, in Client’s time zone.
S1.02 Client Support means Software or Applications remote support.
S1.03 Emergency means an Issue that is time critical, materially impairs the use of Software and is essential to the operation of Client’s business.
S1.04 General Support means access to the client web site, general notifications, advisories, and similar services.
S1.05 Issue means a query regarding, or user-identified concern about, Software or Applications.
S1.06 Supported Version means the current and most recent prior release.

S2 Authorized Support Contact Name(s) (ASC)
S2.01 Client shall provide name(s) of the authorized contact(s) to D2L. Only Client’s authorized support contact(s) may contact D2L for Support under this Schedule. Contact may be made by phone or email methods.
S2.02 D2L provides Client Support during Business Hours. Outside Business Hours, Client Support will be provided for an Emergency only.
S2.03 Client Support is available to record Issues, explain the functions and features of Software and clarify the contents of Documentation.
S2.04 Client may access D2L’s client web site (www.Desire2Learn.com) for information about how to obtain Documentation and, for Software, available Upgrades.

S3 Unsupported Versions
S3.01 D2L will support versions other than Supported Versions or versions modified by Client at its sole discretion and on an as-available basis only. Client Support for Unsupported Versions will be charged at 200% of the applicable Rate.

S4 Remote Access
S4.01 To allow D2L to assess Issues in the Software, Client shall use reasonable efforts to permit D2L remote access to Client’s systems.

S5 Additional Authorized Support Contact(s)
S5.01 Additional Authorized Support Contact(s), beyond the one(s) currently included in the Fees and Rates Schedule, shall have a cost as described in the Fees and Rates Schedule.

S6 Other services
S6.01 Client may not use Client Support for services other than Client Support. Services not identified in this Schedule, including training, implementation, modifications, configuration and communications, will be charged at the Rates, except for out-of-pocket and per diem expenses.

S7 Language of Support
S7.01 All Support will be provided in the English language unless agreed otherwise. If Support is provided in another language without written agreement or modification through an Authorizing Document then there is no guarantee of follow-up or to provide further Support in a language other than English.

S8 Termination
S8.01 Support is terminated when the relevant Addendum expires or is terminated.

S9 Reinstatement
S9.01 If Client is in default for payment under the Master Agreement, D2L may, at its option, (a) charge a reinstatement fee to reinstate Support and charge for future Support according to D2L’s then-current support policies; or (b) decline to provide Client Support.
**Capture Hardware, Software and Applications Addendum**

This Desire2Learn® Capture Hardware, Software and Applications Addendum, together with the Master Agreement, governs terms and conditions between University of Oregon and D2L relating to licensed software.

**CA1 Definitions**

**CA1.01** Acceptable Use Policy for Capture means the rules governing the use of Capture by Client and its Authorized End Users, as may be published at www.desire2learn.com/legal/capture.

**CA1.02** Authorized End Users are those individuals who have been granted permission by the Client to use Capture.

**CA1.03** Branding means the trade-marks, service-marks, colour schemes, names and fonts used by any Party for purposes of communication, identification, and marketing.

**CA1.04** Capture means anything related to Capture Hardware, Capture Software or Capture Applications.

**CA1.05** Capture Applications means those Applications provided by D2L to Client under this Addendum.

**CA1.06** Capture Hardware means the physical computing hardware including applicable peripherals that may be provided by D2L or its vendors to Client under this Addendum.

**CA1.07** Capture Software means those object code elements provided by D2L to Client under this Addendum that are resident on Capture Hardware, or Client hardware.

**CA2 Capture Deployment**

**CA2.01** Where applicable, D2L and Client will execute a Statement of Work or other applicable document that outlines the Branding elements, and other applicable requirements pertaining to Capture. There is no transfer of Intellectual Property rights with respect to Capture unless agreed in writing.

**CA3 Use of Branding and Trademarks.**

**CA3.01** Client grants D2L non-exclusive, worldwide permission to use its Branding in accordance with Client’s reasonable branding use guidelines or similar documentation, for the sole purpose of creating, distributing and maintaining a Client branded version of Capture, in accordance with the Statement of Work or other applicable document. D2L will not use Client’s Branding for any other purpose without the express written consent of Client.

**CA4 Grant of Licence**

**CA4.01** D2L only grants Client and its Authorized End Users a non-exclusive, time limited right to use Capture, subject to the then current Acceptable Use Policy for Capture. The use of Capture may include the presentation of Client Information and Branding. Client Information as defined in the Master Agreement includes any content that Client makes available to the Authorized End User of Capture under this Addendum. Each Party retains their respective Intellectual Property rights.

**CA5 Hardware Delivery**

**CA5.01** If Client purchases Capture Hardware under this Addendum, Client becomes owner of the Capture Hardware once D2L or D2L’s designated affiliate or partner ships the Capture Hardware to Client (FOB shipping point of origin). Client is responsible for all shipping and related costs and shall reimburse D2L for any out-of-pocket expenses D2L may incur from or through shipping Capture Hardware.

**CA6 Disclaimer of Warranty**

**CA6.01** Except as provided for in the Master Agreement and/or Capture Support Schedule and unless otherwise agreed, Desire2Learn disclaims all warranties, both express and implied with respect to Capture, including merchantability, fitness for a particular purpose, or arising from a course of performance, dealing, or usage of trade to the maximum extent permitted by law. With respect to Capture, these provisions shall supersede any other warranty provisions previously agreed by the Parties. If this absolute waiver of warranty is deemed non-enforceable by a court of competent jurisdiction, then the maximum liability D2L shall have with respect to Capture is the annual fee paid, or payable by the Client in the year in which the claim arose.

**CA7 Disclaimer of Liability**

**CA7.01** To the maximum extent permitted by law, D2L disclaims all liabilities to Client, through any act or omission as it relates to the unlawful or unauthorized use of Capture. Client is solely responsible for all Client Information made available to or by Capture.

**CA8 Indemnification**

**CA8.01** Client will indemnify, or where Client is prohibited by law from indemnifying, will be liable to D2L and/or the relevant D2L partner participating in the delivery of Capture, to the maximum extent permitted by law for any and all claims, losses and damages D2L and/or the relevant D2L partner participating in the delivery of Capture suffers as a result of the unlawful, unlicensed or misuse of the Branding, Client Information, and/or Capture by Authorized End Users.

**CA9 Suspension and Termination Rights**
CA9.01 D2L reserve the right to suspend or terminate, where feasible, any Authorized End User(s) for any breach or suspected breach of this Addendum or the Acceptable Use Policy for Capture, including any breach claimed by any person or entity that the Client Information or Branding infringes their intellectual property rights (e.g., a DMCA claim). D2L reserves the right to suspend or terminate, where feasible, all access to Capture if required to do so by law, or judicial order.

CLSS 1.01 Client Information Obligations. Client shall ensure that a process is established, maintained, and communicated to Authorized End Users with respect to any claim the Authorized End User may have with respect to the quality, accuracy, or appropriateness of Client Information provided over or via Capture. Client shall terminate an Authorized End User for any breach or suspected breach of this Addendum or Acceptable User Policy for Capture. D2L has no, and shall not incur any responsibility with respect to policing, or monitoring Client Information.

CA10 General

CA10.01 This Addendum shall supersede conflicting terms that may be found in the Master Agreement.

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**Desire2Learn Capture Support Schedule (Entry-Level)**

Support shall be as specified below. These terms are subject to change in the reasonable discretion of D2L after informing Client. Support fees are set forth in the Fees and Rates Schedule.

**CS1 Definitions:**

**CS1.01** Entry-Level Support Hours mean 8:00 a.m. to 8:00 p.m. (GMT -5), Monday to Friday, except public holidays.

**CS1.02** Client Capture Support means remote support for Capture, Software or Applications;

**CS1.03** Emergency means an Incident that is time critical, materially impairs the use of Software and is essential to the operation of Client’s business.

**CS1.04** General Support means access to the client web site, general notifications, advisories, and similar services.

**CS1.05** Incident means a query regarding, or user-identified concern about, Capture Hardware, Software or Applications.

**CS1.06** Supported Version means the current and most recent prior release of Capture Software or Applications.

**CS2 Hardware Warranty**

**CS2.01** If applicable, for a period of one (1) year from the shipment date of the hardware, D2L provides limited parts and labour warranty for Capture Hardware ("Hardware Warranty Period") under the following terms:

**CS2.02** Capture Hardware will substantially perform in the commercially reasonable manner expected to support Capture Software provided that Client or any other entity under Client’s implied or actual instruction has not attempted to, disassemble, modify or repair any portion of Capture Hardware ("Qualifying Defect").

**CS2.03** If in D2L’s sole and reasonable discretion, pursuant to the applicable Support Schedule, the Capture Hardware has a Qualifying Defect, D2L shall: (a) authorize Client to ship the affected Capture Hardware back to D2L or D2L’s designated affiliate or partner at Client’s own expense (FOB D2L or FOB D2L’s designated affiliate or partner), (b) provide Client, directly or with a local third-party affiliate or partner, with onsite technical assistance to address the Qualifying Defect or, (c) provide Client with replacement Capture Hardware (FOB D2L or D2L’s designated affiliate or partner). If D2L recommends onsite technical assistance, Client agrees to provide all commercially reasonable accommodations commensurate with onsite technical assistance. D2L will charge Client for the replacement Capture Hardware if the affected Capture Hardware has not been shipped to D2L within fifteen (15) days of D2L providing Client with the replacement Capture Hardware.

**CS2.04** Upon receipt of the affected Capture Hardware, D2L shall replace at its own costs any or all components it deems necessary to repair the Capture Hardware. D2L shall ship it at its own expense (FOB Client) the repaired/replaced Capture Hardware back to Client.

**CS2.05** Without guarantee or liability, D2L will use commercially reasonable efforts to correct a Qualifying Defect in a timely manner.

**CS2.06** Any Incident which is attributed to a Qualifying Defect shall be excluded from the Incident limits on the Fee and Rate Schedule.

**CS2.07** Client acknowledges that there is no guarantee that data which may be present on the affected Capture Hardware will be preserved. Client will not hold D2L responsible, and D2L waives all liability and responsibility, for any losses or claims related to this Section.

**CS2.08** Client may elect to extend the one (1) year Hardware Warranty Period for two additional years at any time before or during the Hardware Warranty Period by notifying D2L and paying the applicable fee.

**CS2.09** If the agreement or Addendum which references this Schedule is terminated before the expiration of the Hardware Warranty Period, the hardware warranty provided under this section shall survive termination until it expires. After such termination, if Client submits an Incident under this section CS2 and it is found to be attributed to Capture Software and therefore not covered under section CS2, Client shall be required to pay an assessment fee not to exceed $500.00.

**CS3 Authorized Support Contact Name(s) (ASC)**

**CS3.01** Client shall provide name(s) of the authorized contact(s) to D2L. Only Client’s authorized support contact(s) may contact D2L for Support under this Schedule. Contact may be made by phone or email methods.

**CS3.02** D2L provides Client Capture Support during Entry-Level Support Hours. Outside Entry-Level Support Hours, Client Capture Support will be provided for an Emergency only.

**CS3.03** Client Capture Support is available to record Incidents, explain the functions and features of Capture Hardware, Software or Applications and clarify the contents of Documentation.

**CS3.04** Client may access D2L’s client web site (www.Desire2Learn.com) for information about how to obtain Capture Documentation and, for Capture Software, available Upgrades.

**CS4 Incidents**

**CS4.01** Client is permitted to have their ASC’s contact D2L for Incident support based on the number of Incidents listed on the Fee & Rates Schedule. There may be a commercially reasonable charge, at D2L’s then current rates, for Incident support requested in excess of the contract amount.

**CS5 Unsupported Versions**

**CS5.01** D2L will support versions other than Supported Versions or versions modified by Client at its sole discretion and on an as-available basis only. Client Capture Support for non-Supported Versions will be charged at 200% of the applicable Rate.
CS6   Remote Access
CS6.01  To allow D2L to assess Incidents in the Capture Hardware, Software or Applications, Client shall use reasonable efforts to permit D2L remote access to Client’s systems.

CS7   Additional Authorized Support Contact(s)
CS7.01  Additional Authorized Support Contact(s), beyond the one(s) currently included in the Fees and Rates Schedule, shall have a cost as described in the Fees and Rates Schedule.

CS8   Other services
CS8.01  Client may not use Client Capture Support for services other than Client Capture Support. Services not identified in this Schedule, including training, implementation, modifications, configuration and communications, will be charged at the Rates, except for out-of-pocket and per diem expenses.

CS9   Termination
CS9.01  Support is terminated when the relevant Schedule or Addendum expires or is terminated.

CS10  Reinstatement
CS10.01  If Client is in default for payment under the relevant Capture agreement, D2L may, at its option, (a) charge a reinstatement fee to reinstate Support and charge for future Support according to D2L’s then-current support policies; or (b) decline to provide Client Capture Support.
CONSULTING ADDENDUM

This Consulting Addendum, together with the Master Agreement, governs terms and conditions between University of Oregon and D2L relating to Deliverables produced under a Statement of Work.

C1 Intellectual Property

C1.01 Except as specifically set forth in a Statement of Work, D2L shall retain sole and exclusive ownership of and all intellectual property rights in the Deliverables, which include: tools, methodologies, questionnaires, responses, and proprietary research, data, requirements, specifications, and code generated in the course of performing the consulting services. D2L grants to Client a time-limited, non-exclusive, royalty-free license to use and to disclose the Deliverables, subject to the limitations set forth below.

C1.02 D2L may render services to others and develop work products that are competitive with, or functionally comparable to, the Deliverables. D2L shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the consulting services or producing Deliverables, provided that D2L shall not use or disclose any of Client’s Confidential Information.

C1.03 Unless otherwise stated, Client shall retain its rights in any proprietary material that Client supplies to D2L. If Client provides D2L with materials owned or controlled by Client or with use of, or access to, such materials, Client grants to D2L all rights and licenses that are necessary for D2L to fulfill its obligations under each Statement of Work for consulting services.

C2 Use of Deliverables

C2.01 Subject to payment in full of the applicable fees, D2L grants to Client for internal purposes only a worldwide, royalty-free, time-limited license to use, reproduce, and display the Deliverables. Client shall not make the Deliverables available to anyone outside of Client, without the prior written consent of D2L, except Client may share the Deliverables with (i) its outside auditors and/or accountants, (ii) third parties who have signed appropriate confidentiality agreements with Client who are engaged by Client to review or implement suggestions or to further research the issues contained in the Deliverables, and (iii) governmental or regulatory bodies as required by law.

C3 No Third-Party Beneficiaries

C3.01 This Addendum is for the benefit of the Parties only. None of its provisions are for the benefit of, or enforceable by, any third party. No third party shall have the right to (i) rely on the consulting services provided by D2L or (ii) seek to impose liability on D2L as a result of the consulting services or any Deliverables furnished to Client.

C4 Required Skills

C4.01 Professional services billing rates are dependent upon the scope of the engagement/implementation and the consulting skill levels required. Project Managers are assigned to oversee all professional services implementations at a rate dependent upon complexity of the project and skill level required.

C5 Content of Statement of Work

C5.01 Each Statement of Work authorized under this Consulting Addendum shall include, at a minimum, the following information:

\[
\begin{align*}
\text{C5.01.1} & \quad \text{Project Name and Number} \\
\text{C5.01.2} & \quad \text{Client Obligations} \\
\text{C5.01.3} & \quad \text{Project ID} \\
\text{C5.01.4} & \quad \text{Software Requirements Specifications} \\
\text{C5.01.5} & \quad \text{Client Project Manager} \\
\text{C5.01.6} & \quad \text{Intellectual property transfers (if any transfers are applicable)} \\
\text{C5.01.7} & \quad \text{Client Technical Lead} \\
\text{C5.01.8} & \quad \text{Project Start Date} \\
\text{C5.01.9} & \quad \text{D2L Project Manager} \\
\text{C5.01.10} & \quad \text{Project End Date} \\
\text{C5.01.11} & \quad \text{D2L Technical Lead} \\
\text{C5.01.12} & \quad \text{Project Location} \\
\text{C5.01.13} & \quad \text{Project Description} \\
\text{C5.01.14} & \quad \text{Project Price & expenses (if applicable)} \\
\text{C5.01.15} & \quad \text{D2L Deliverables} \\
\text{C5.01.16} & \quad \text{Special Conditions} \\
\text{C5.01.17} & \quad \text{A reference to this Consulting Addendum.}
\end{align*}
\]

AGREED AND ACCEPTED

D2L LTD.

By: ________________________________

[(Authorized Signatory)]

Name: ______________________________

Title: ______________________________

Date: ______________________________

UNIVERSITY OF OREGON

By: ________________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________
**FEES AND RATES SCHEDULE**

**Effective Date:**
**Term:** 7 months
**Client:** University of Oregon
**User Type:** Active User
**Support Type:** Standard
**Instance Type:** Shared

**Fees and Rates Currency:** USD

<table>
<thead>
<tr>
<th>Component</th>
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<tbody>
<tr>
<td>One-time Fees:</td>
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<td>Learning Environment Active User overage</td>
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<tr>
<td>Storage overage</td>
<td>Storage over 100 MB per Active User</td>
<td>$0.01 per MB/Month</td>
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**Optional/Additional Fees**

**Consulting Rates**

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<tr>
<td>Level 2 Consultant/Architect/Manager</td>
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<tr>
<td>Level 1 Consultant</td>
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<tr>
<td>Training</td>
<td>Daily Rate</td>
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</table>

**Maximum of twelve participants or a maximum of eight participants responsible for system administration.** TBD

Please note:
- Rates For professional services may be modified on 90 days’ notice.
- Professional Services billing rates are dependent upon the scope of the engagement/implementation and the consulting skill levels required. Project Managers are assigned to oversee all professional services implementations at a rate dependent upon complexity of the project and skill level required.
- The Allocated Storage is the expected maximum amount of storage required by Client under this Master Agreement. Client may use additional storage above the Allocated Storage, but may be subject to additional fees. D2L provides Allocated Storage number for planning purposes.
- Travel and per diem expenses are not included in Consulting or Training Rates.
- After the initial 12-month period, fees may be increased by 5%.
- Optional products set out above and any other D2L offerings not contained in this Master Agreement may be subject to additional terms and conditions.
This Master Agreement, including its Addenda and Schedules ("Master Agreement") governs terms and conditions between University of Oregon, 720 E. 13th Ave., Suite 302, Eugene, OR 97401, an Oregon educational institution ("Client") and D2L Ltd., 715 St. Paul Street, Baltimore MD 21202, a Maryland corporation, or its subsidiaries, divisions or affiliates ("D2L") as listed in any Addendum to this Master Agreement.

1 Definitions
1.01 Active User means any person who registers for or is enrolled in one or more courses, and/or logs into the system in each consecutive 12-month period following the Effective Date.
1.02 Addendum is an executed document attached to this Master Agreement that provides specific terms and conditions of Products supplied to Client.
1.03 Applications mean D2L Software applications resident on D2L computers that Client is permitted to access and use through an Applications & Hosting Addendum.
1.04 Authorizing Document is any document signed or electronically agreed to by D2L and Client. An Authorizing Document may be an Addendum, a Statement of Work, an engagement letter, a purchase order letter, an e-mail (subject to reasonable authentication of sender’s authority) or similar document.
1.05 Client includes its employees, directors, officers, or agents, and to the extent they are specifically identified, its affiliates and subsidiaries.
1.06 Client Information includes course content, materials, personal information, and any other data that Client (or its authorized users) uploads or enters through its lawful use of Products and Services.
1.07 Confidential Information is information provided to one Party about the other Party’s products or services, business, affairs, computer systems, installations or clients, to the extent that the information might reasonably be expected to be confidential. Confidential information also includes Client information and personal information protected under privacy laws.
1.08 Consulting is implementation, development, or other assistance provided pursuant to an Addendum, Statement of Work or other Authorizing Document.
1.09 Deliverable is a tangible, verifiable work output such as a specification, programming, code, or other output developed under a Statement of Work.
1.10 Documentation is a document published by D2L for all clients such as a user’s manual, release notes or is otherwise designated as documentation. Documentation does not include sales and/or marketing materials.
1.11 Effective Date is the date that the Client signs this Master Agreement or Addendum, unless otherwise specified in the Addendum.
1.12 End Users are the persons who access, attempt to access or use the Software or Applications as a product during the course of this Master Agreement.
1.13 Enrolment means the total of each unique course registrations over the course of each consecutive 12-month period following the Effective Date. For clarity, if an End User is registered in 2 course offerings during a particular year, it will count as 2 Enrolments.
1.14 FTE means a count of the highest reported full-time equivalents over the course of a year. The FTE is typically based upon the FTE reported to the Integrated Post-secondary Data System (IPEDS).
1.15 Hosting is the use of Applications on D2L equipment within D2L facilities.
1.16 Intellectual Property is any present or future development work, copyright, patent, trade-mark, trade name, service mark, design, program, procedure and method of computation, trade secret, data model, invention, drawing, plan, specification, process or similar property.
1.17 License Fee is the fee paid to license the Software pursuant to a License Addendum.
1.18 Network is, collectively, D2L’s hardware, Software, communications, cabling and other related resources through which Client accesses services.
1.19 Party is D2L and Client.
1.20 Products and Services include Applications, Software, Hosting, Consulting and any other duty, function or task D2L performs under this Master Agreement.
1.21 Rates are D2L’s then-current charges for professional services it provides, except for out-of-pocket and per diem expenses.
1.22 Schedule is a document attached to this Master Agreement that is not an Addendum, or a document attached to an Addendum.
1.23 Software is a D2L software application or any part thereof in object code form licensed to or accessed by Client. Software also includes Upgrades provided under the Support Schedule, but does not include software applications developed under a Consulting Addendum or related Statement of Work.
1.24 Statement of Work (or Work Order) is a document created pursuant to a Consulting Addendum that specifies the roles and responsibilities of the Parties with respect to a particular engagement.
1.25 Support is support services provided pursuant to a Support Schedule, as more fully described in the Support Schedule.
1.26 Upgrades are modifications, templates and newer versions of Software and Applications provided by D2L that are made available generally to D2L clients. Upgrades do not include new independently-priced modules or utilities.
1.27 Vendor is a 3rd party provider of products or services to D2L.

2 Warranties. For Products and Services provided under this Master Agreement, D2L warrants that:
2.01 Its employees are competent and appropriately trained to and will perform Consulting; and
2.02 Applications and Software will substantially perform according to applicable Documentation provided that Client (or D2L at Client’s request) has not modified Software.

2.03 Except as set forth in this Master Agreement, D2L makes no warranties, conditions, or guarantees, express or implied, oral or written, with respect to the Products and Services or Network. D2L does not warrant that Products and Services or Network are error-free. D2L makes no warranties of merchantability, fitness for a particular purpose, or arising from a course of performance, dealing, or usage of trade.

3 Confidentiality

3.01 No Party shall furnish Confidential Information to any unauthorized person or entity.

3.02 Neither Party shall be bound by confidentiality obligations if the Confidential Information (a) is required to be disclosed pursuant to court or regulatory order, provided that, where feasible, the owner of the Confidential Information is given a reasonable opportunity to limit the extent of disclosure; (b) was already rightfully in its possession before negotiations commenced that led to this Master Agreement; (c) is learned from a 3rd party under no apparent duty of confidentiality and is not otherwise protected under law; or (d) becomes part of the public domain other than as a result of a breach of this section and is not otherwise protected under law.

3.03 Nothing in this section is intended to prohibit D2L from issuing a mutually-acceptable press release, or naming Client in client listings or having Client’s name disclosed as part of the natural use of the Products and Services.

4 Proprietary Rights & Restrictions

4.01 D2L has all appropriate rights and interest in its Applications, Software, Documentation, Materials, Deliverables, and other Intellectual Property (collectively, the “IP”), and D2L reserves these rights and privileges in connection with the IP, except as expressly granted to Client pursuant to this Master Agreement or applicable Creative Commons License. Except as may be expressly granted in a Statement of Work, D2L does not transfer any title or interest in its IP. The IP contains valuable intellectual property of D2L and its licensors. The IP is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

4.02 Except as permitted by this Master Agreement, or applicable Creative Commons License Client shall not:

- attempt to decompile, disassemble, modify the source code of, or reverse engineer the IP;
- use, reproduce, transmit, modify, adapt or translate the IP;
- rent, lease, license, transfer, assign, sell or otherwise provide access to the IP on a temporary or permanent basis;
- alter, remove or cover proprietary notices in or on the IP.

4.03 Client owns and retains all right, title and interest to, or has appropriate possessory rights in Client Information. D2L makes no claim of license, title or ownership to Client Information.

4.04 Any default in Client’s obligations under this section may cause irreparable harm to D2L. If Client takes or threatens any action that may infringe on D2L’s IP rights, D2L may seek injunctive or other equitable relief in addition to any damages to which D2L may be entitled.

5 Indemnification

5.01 Claims. D2L may indemnify, defend and hold harmless Client from any direct costs, expenses, damages, judgments or settlements incurred because of an action or claim by 3rd parties alleging that Client’s use of Applications, Software, Deliverables or Documentation is an infringement of patent or registered trademark rights of a 3rd party in Canada or the United States, but only if Client (a) promptly notifies D2L in writing of any claim; (b) allows D2L to control the defense or settlement of the claim; and (c) takes no action that, in D2L’s reasonable judgment, impairs D2L’s defense of the claim.

5.02 Exclusions and Limitations. This indemnity shall not apply to the extent that the infringement claim results from (a) Client’s unauthorized modification to Applications, Deliverables or Software; (b) Client’s failure to install an Upgrade that would have avoided the claim; (c) the combination of the Software or Deliverables with 3rd party products where the 3rd party products are or reasonably should be governed by an agreement between Client and the 3rd party; or (d) D2L’s compliance with specifications furnished by Client.

5.03 D2L Options. If a claim arises, D2L shall (a) substitute equivalent non-infringing Applications or Software; (b) modify the Applications or Software so that they no longer infringe but remain functionally equivalent; or (c) if neither (a) nor (b) is reasonably feasible, cancel the Addendum, and refund the unused pro-rated amounts.

5.04 Entire Liability. This section states the entire liability and obligation of D2L regarding infringement claims.

6 Liability Limitations

6.01 D2L’s liability to Client for damages, costs, losses or expenses provided pursuant to this Master Agreement, in contract, tort or otherwise, (except for the Indemnification section) is limited to six months of fees paid under the relevant Addendum or Statement of Work under which the claim arose. The liability limitation is commensurate with the consideration paid under this Master Agreement.

6.02 Neither Party is liable for indirect, consequential or incidental damages, including loss of revenue, profits or data, even if the other Party had advised of the possibility of such damages. Each Party is liable to the other for direct losses and expenses incurred by the other Party as a result of any breach of the Confidentiality Section, and Client is liable to D2L against all direct losses and expenses incurred as any result of a breach of the Proprietary Rights & Restrictions Section.
6.03 Client is responsible for the content of its and its End User’s transmissions, including Client Information, over D2L’s Network. Client agrees that it and its End Users will not use the Network for illegal purposes, to infringe the rights of a 3rd party, or to interfere with or disrupt the Network (“Disruption”). Disruptions include distribution of unsolicited advertising or chain letters, defamatory, libelous or offending content, propagation of computer worms and viruses, and unauthorized use of the Network to enter, or attempt to enter, another Network machine or Organizational Instance. If a Disruption occurs, D2L may, in its reasonable discretion, immediately remove the Disruption, terminate the mode of communication, suspend Client’s and its End User’s access to Network or terminate this Master Agreement, and Client is liable to D2L for claims arising from any Disruption.

6.04 No act or omission by D2L under this Master Agreement shall be interpreted or construed as being for the benefit of, or creating any 3rd party or legal entity other than Client.

7 Payment Terms & Taxes
7.01 D2L emails invoices to the address listed as Invoice Recipient. Unless otherwise agreed payment is due within 30 days of the issue date noted on the invoice. Late payments will be subject to an interest charge of 1.5% per month or 19.56% APR.
7.02 If D2L incurs costs in collecting overdue invoices, Client is responsible for reimbursing D2L for collection costs, including reasonable legal fees.
7.03 All fees and rates stated in this Master Agreement do not include taxes of any kind, which taxes shall be added to Client’s invoices. Client shall pay taxes promptly to D2L if D2L is required by law to collect them, except for taxes payable upon the income or capital of D2L. If Client is tax exempt, Client shall furnish to D2L its certificate upon request.
7.04 Client shall not deduct or set-off any amount from payments due to D2L.
7.05 D2L may accept payment from any entity without accepting that entity as Client and without waiving any provision against assignment. D2L may accept partial payments for amounts due without waiving its right to payment in full of all outstanding amounts.

8 Excusable Delay
8.01 If a Party cannot perform any of its obligations under this Master Agreement because of natural disaster, actions of governmental bodies, strikes, lockouts, riots, acts of war, communication line failures, power failures, fires or similar events or circumstances outside that Party’s control, the Party who cannot perform shall promptly notify the other in writing, and shall do everything reasonably possible to resume performance. Upon receipt of notice, and except for accrued payment-related obligations, all obligations under this Master Agreement are immediately suspended. If the period of non-performance exceeds 60 days from the receipt of notice, the Party receiving the notice may terminate this Master Agreement with written notice within 30 days.

9 Term & Termination
9.01 Master Agreement. This Master Agreement shall continue until all Addenda are terminated, or may be terminated as specified elsewhere in this Master Agreement or as follows:
9.01.1 by either Party if the other breaches the provisions of Confidentiality, Import/Export Restrictions and Proprietary Rights & Restrictions sections;
9.01.2 by either Party if the other Party materially or repeatedly (which in the aggregate is material) defaults in performing its duties or obligations under this Master Agreement for a period of 60 days after written notice is given to the defaulting Party, unless the default is cured within the 60 day period; and
9.01.3 by either Party in the event the other Party ceases conducting business in the normal course, become insolvent, makes a general assignment for the benefit of creditors, seeks creditor protection, suffers or permits the appointment of a receiver for its business or assets, or becomes bankrupt
9.01.4 by D2L if Client fails to pay an invoice, which is not the subject of a good faith dispute, provided that the invoice remains unpaid 30 days after D2L’s subsequent notice to Client that payment is required.

10 Rights on Termination; Survival
10.01 On termination, all rights and obligations of the Parties cease except payment obligations.
10.02 Client shall return all copies of Software, Documentation and Materials within 30 days of termination.
10.03 Survivability. The Confidentiality, Proprietary Rights & Restrictions, Indemnification (to the extent the claim arose before the relevant Addendum was terminated), Liability Limitations, and the General sections shall survive termination of this Master Agreement, regardless of the reason for the termination.
10.04 D2L will delete or destroy Client files and data residing on D2L Networks 30 days after termination, unless otherwise agreed in writing.

11 Assignment
11.01 Neither this Master Agreement nor any rights hereunder may be assigned or transferred by Client, whether directly or by operation of law, without the prior written consent of D2L. D2L’s consent may be conditioned upon the payment of additional fees to D2L in amounts determined by D2L.
11.02 Deemed Assignment. A change of control of Client, sale of substantially all of the assets of Client, merger or consolidation involving Client or any affiliate of Client effecting a change of control of Client, is deemed an assignment or transfer of this Master Agreement and the rights under it by operation of law requiring the prior written consent of D2L.
11.03 Assignment Void. Any assignment or transfer of this Master Agreement or the Product without the prior written consent of D2L shall constitute a material breach of this Master Agreement. Subject to the foregoing, this Master Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns. Any attempted transfer or assignment prohibited by this Master Agreement is null and void.
12 General

12.01 Governing Law. This Master Agreement is governed by the laws of state of Maryland, without regard to its conflict of laws principles. Legal action arising pursuant to this Master Agreement shall be filed in the courts of state of Maryland. The United Nations Commission on International Trade Law Conventions on Contracts for the International Sales of Goods and Related Transactions is specifically excluded from this Master Agreement. The Parties waive any right to a jury trial. This section maybe modified under the F&R Schedule upon a showing by Client of applicable law requiring a different jurisdiction.

12.02 Conflict between Master Agreement and Addendum or other Authorizing Document. An Addendum shall supersede the provisions of this Master Agreement where the documents are in conflict. The Master Agreement shall supersede the provisions of an Authorizing Document, unless the Authorizing Document refers to the provision of the Master Agreement it supersedes. No Addendum or Authorizing Document modifies any other Addendum or Authorizing Document unless the Parties agree in writing.

12.03 Remedies Cumulative. All rights and remedies under this Master Agreement are cumulative and in addition to all other rights and remedies of either Party at law or in equity.

12.04 Notices. All notices shall be in writing and delivered (a) by hand, (b) by registered mail, postage prepaid, return receipt requested, (c) reputable overnight delivery service, or (d) by facsimile, provided that the sender retains proof of successful transmission. All notices shall be deemed received, if delivered by hand, on the date of delivery; if mailed, on the date of receipt appearing on the return receipt card; if sent by courier, on the date recorded by the courier company as having been received by the addressee; or, if sent by facsimile, on the date of receipt by the facsimile machine when it reports that the transmission is complete. Notices shall be sent or faxed to the names, addresses and numbers set forth below the signature lines to this Master Agreement.

12.05 Import/Export Controls. Client shall comply with all applicable export, re-export and foreign policy laws that may be imposed by the Canadian/United States government.

12.06 Non-solicitation. During the term of this Master Agreement, and for 1 year following its termination, neither Party shall recruit or solicit any employee of the other Party, including as an independent contractor or consultant, without that Party’s prior written consent.

12.07 Products and Services Analysis. To deliver the Products and Services required under this Master Agreement, Desire2Learn may collect, analyze, and interpret data elements acquired by, associated with, or provided in the use of Applications and Software (“Product and Service Analysis”). All individual data elements of the Product and Service Analysis are property of their respective owners and shall be governed by the Confidentiality and Intellectual Property provisions of this Master Agreement. All algorithm, computational, or cumulative results of the Product and Service Analysis are wholly-owned by Desire2Learn. This provision is in addition to, and not a substitute for, any other provision of this Master Agreement.

12.08 Entire Agreement. This Master Agreement contains the entire understanding between the Parties with respect to its subject matter. All prior agreements, representations, inducements and negotiations, and any and all existing contracts previously executed between the Parties with respect to this subject matter are superseded hereby.

12.09 Amendment/Waivers. No amendment, modification, termination or waiver of any provision of this Master Agreement is effective unless it is in writing and signed by both Parties. Any waiver or consent shall be effective only in the specific instance and purpose for which it was given. Terms or conditions that Client purports to include in a purchase order or similar instrument are void and of no force and effect.

12.10 Severability. If a court declares void or unenforceable any term of this Master Agreement, the remaining terms and provisions of this Master Agreement shall remain unimpaired and the invalid term shall be replaced by a valid term that comes closest to the intention underlying the invalid term.

12.11 Independent Parties. Neither Party is an agent, employee, partner, joint venturer or legal representative of the other.

AGREED AND ACCEPTED

D2L LTD. By: ____________________________

______________________________

Name: ____________________________

______________________________

Title: ____________________________

______________________________

Date: ____________________________

UNIVERSITY OF OREGON By: ____________________________

______________________________

Name: ____________________________

______________________________

Title: ____________________________

______________________________

Date: ____________________________

Authorized Signatory
### NOTICE INFORMATION

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<th>UNIVERSITY OF OREGON</th>
</tr>
</thead>
<tbody>
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<td><strong>To:</strong></td>
</tr>
<tr>
<td>John Baker</td>
<td></td>
</tr>
<tr>
<td><strong>Title:</strong></td>
<td><strong>Title:</strong></td>
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<tr>
<td>President</td>
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<tr>
<td><strong>Copy to:</strong></td>
<td><strong>Fax:</strong></td>
</tr>
<tr>
<td>Legal Department</td>
<td>519 772 0324</td>
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<tr>
<td><strong>Fax:</strong></td>
<td><strong>Address:</strong></td>
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<tr>
<td>715 Saint Paul Street</td>
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<tr>
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### INVOICING INFORMATION

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Note: all invoices are provided via e-mail, unless otherwise requested in writing.
APPLICATIONS & HOSTING ADDENDUM

This Applications & Hosting Addendum, together with the Master Agreement, governs terms and conditions between University of Oregon and D2L relating to Applications.

A1 Definitions

A1.01 Terms not defined in this Addendum shall have the meanings given to them in the Master Agreement.
A1.02 Available means the material components of the Applications are available for Client’s use.
A1.03 Downtime means those times in which material components of the Applications are not Available but shall not include Emergency Unavailability and Scheduled Unavailability.
A1.04 Emergency Unavailability means those times when material components of the Applications are unavailable for Client use resulting from the existence or repair of software bug/virus/worm, hardware failure, 3rd party communication failure, force majeure (excusable delay), Disruption (as defined in the Master Agreement), or other event that is outside Desire2Learn’s commercially reasonable efforts to mitigate unavailability through industry standard processes and network design or those unavailable events arising from Client error or negligence.
A1.05 Measurement Period means each calendar month commencing from the Effective Date. For purposes of clarification each calendar month shall constitute a distinct Measurement Period.
A1.06 Scheduled Unavailability means the times in which the material components of the Applications are not Available: 1) in accordance with posted maintenance schedules which may, in the sole discretion of Desire2Learn, be changed from time-to-time on 30 days’ notice, or; 2) as a result of an agreement between Client and Desire2Learn, for example, to accomplish an Upgrade.

A2 Grant of Use

A2.01 Upon the Effective Date, D2L shall permit to Client to use Applications in a non-exclusive, non-transferable, time-limited (revoked upon termination) manner as set forth in the attached Fees and Rates Schedule by the specified number of Active Users. Should Client not pay according to Section A5, this Addendum is terminated.

A3 Term

A3.01 This Addendum shall be effective for 6 months from the Effective Date listed in the below Fees and Rates Schedule (“Initial Term”).
A3.02 Automatic renewal. At the end of the Initial Term, this Addendum shall be extended for additional consecutive terms equal in duration to the initial term, unless and until either Party notifies the other of its intent to terminate or modify this Addendum at least 60 days before the end of the then-current term.

A4 Support

A4.01 Support services are set forth in the Support Schedule attached to this Addendum and are coterminous with this Addendum.
A4.02 Modifications to Applications or Hosting. D2L may modify the Applications or Hosting. D2L will advise Client of material Modifications where feasible.

A5 Payments

A5.01 Client shall pay the fees as per the Fees and Rates Schedule, or, for additional work, as specified in an Authorizing Document.

A6 Use of Applications

A6.01 Client may use or access Applications for its use only. No 3rd party, other educational institution or business group or entity other than that identified in the attached Schedules(s) may make use of, or obtain access to, Applications without a separate Agreement.
A6.02 Audit. D2L may view the Client’s site no more than twice a year for the purpose of ensuring compliance by Client with the terms of this Master Agreement. If the audit reveals that Client’s use of Applications exceeds its permitted use, Client shall pay D2L’s then-current fees and reasonable administrative fees.

A7 Service Objectives

A7.01 Availability. Throughout each Measurement Period the material components of the Applications shall be Available at least 99.9% of the time.
A7.02 Downtime and Emergency Unavailability. Desire2Learn shall undertake commercially reasonable efforts to rectify any Downtime or Emergency Unavailability.
A7.03 Notice of Emergency Unavailability. If possible, Desire2Learn shall make commercially reasonable efforts to provide Client reasonable notice prior to making the material components of the Applications unavailable for Client use during Emergency Unavailability.
A7.04 Reporting, Investigation & Classification. Client shall report incidents to Desire2Learn Support that it considers Downtime immediately, but in no event later than 24 hours from when Client became aware of, or reasonably should have become aware of, the occurrence; failure to do so shall disentitle Client to any credit for that incident under this Schedule. In reporting, Client shall provide Desire2Learn sufficient information to investigate and classify the incident, including: date, duration, and description of occurrence. Desire2Learn shall investigate and reasonably classify any reported outage/occurrence as Scheduled Unavailability, Emergency Unavailability, or Downtime. In making its classification, Desire2Learn shall rely solely upon its own statistics software and monitoring equipment.
A7.05 Downtime Credit. If after investigation and classification, Desire2Learn determines that Downtime during the Measurement Period was such that Availability fell below the level stated in this Schedule, Client shall be entitled to a credit on hosting fees during the relevant Measurement Period, calculated on the following basis:

<table>
<thead>
<tr>
<th>Availability</th>
<th>Client credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>99.9% ≤ x</td>
<td>N/A</td>
</tr>
<tr>
<td>99.5% ≤ x &lt; 99.9%</td>
<td>1% of Client’s Hosting fee</td>
</tr>
<tr>
<td>99% ≤ x &lt; 99.5%</td>
<td>2.5% of Client’s Hosting fee</td>
</tr>
<tr>
<td>98% ≤ x &lt; 99%</td>
<td>5% of Client’s Hosting fee</td>
</tr>
<tr>
<td>x &lt; 98%</td>
<td>10% of Client’s Hosting fee</td>
</tr>
</tbody>
</table>

A7.06 Credit Sole Remedy. Any credit so determined may only be applied against subsequent Hosting fees on renewal of the Applications & Hosting Addendum and shall be Client’s sole remedy if that Availability falls below the level stated in this Schedule.

A8 Additional Active Users

A8.01 Client may increase its number of Active Users upon paying the appropriate fee.

**Agreed and Accepted**

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<tr>
<th>D2L LTD.</th>
<th>UNIVERSITY OF OREGON</th>
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(Authorized Signatory)

\[^x\]x = Availability
THE VIDEO NOTE TOOL ADDENDUM

This The Video Note Tool Addendum, together with the Master Agreement, governs terms and conditions between University of Oregon and D2L relating to the Video Note Tool (“VNT”) feature of the Desire2Learn Learning Environment.

VN1 Definitions

VN1.01 Amazon Cloud means the Amazon Elastic Compute Cloud and Amazon Web Services platforms provided by Amazon.com Inc., a Washington corporation.

VN1.02 Data includes the schema comprised of (i) Desire2Learn Learning Environment database elements (the instance name, org name, org id, org unit id, username, title, description, data/time and location); and (ii) the content created, uploaded and downloaded to the Amazon Cloud by the End User.

VN1.03 Service means the VNT feature of the Desire2Learn Learning Environment in combination with Amazon Cloud.

VN1.04 URL means the uniform resource locator generated by the VNT Service for a specific VNT Data element such as video.

VN2 Disclaimer of Warranty

VN2.01 VNT Service is a beta service. To the maximum extent permitted by law, D2L disclaims all warranties, both express and implied with respect to the VNT Service, including warranties of merchantability or fitness for a particular purpose, or warranties arising from a course of performance, dealing or usage of trade. With respect to the VNT Service, these provisions shall supersede any other warranty provisions previously agreed by the Parties.

VN3 Limitation of Liability

VN3.01 To the maximum extent permitted by law, D2L disclaims all liability to Client for any act or omission relating to the unlawful or unauthorized use of the VNT Service. The maximum liability D2L shall have with respect to the VNT Service is the annual fee paid by the Client for the VNT Service in the year in which the claim arose.

VN4 Indemnification

VN4.01 Client understands that the VNT Service is provided by D2L through Amazon Cloud, a third Party service used by D2L.

VN4.02 Notwithstanding anything to the contrary in the Master Agreement or other Authorizing Document, Client will indemnify, or where Client is prohibited by law from indemnifying, will be liable to D2L and/or the relevant D2L partner participating in the delivery of the VNT Service, to the maximum extent permitted by law for any and all claims, losses and damages D2L and/or the relevant D2L partner participating in the delivery of the VNT Service suffers as a result of the unlawful, unlicensed or misuse of the Branding, Client Information, and/or the VNT Service by Authorized End Users.

VN5 Security and Personally Identifiable Information

VN5.01 Client and its End Users use the VNT Service at their own risk. D2L is not responsible for the VNT Data. D2L does not, and disclaims any obligation to, police, monitor or control the VNT Data.

VN5.02 D2L does not control the Amazon Cloud. D2L recommends that Client implement appropriate policies and procedures, including restrictions on VNT Data, to govern the personal information that may be processed in the course of use of the VNT Service as well as the acceptable use of the VNT Service by End Users.

VN6 Usage

VN6.01 Clients are responsible for managing their storage and bandwidth usage by utilizing the provided VNT functions to assist with monitoring and purging of videos.

VN6.02 Client may receive an initial storage and bandwidth package calculated per user type and per year at no charge; the amount of storage and bandwidth in this initial package is as set forth in the Fees and Rates Schedule. If Client exceeds the storage and bandwidth in the initial package, Clients are responsible for all additional storage and bandwidth charges incurred through their and their End Users’ use of the VNT Service. Storage and bandwidth usage are calculated at the end of each month and accrued on an annual basis. Overage rates are set out on the Fees and Rates Schedule or the attached quote, as the case may be. Fees and rates for such additional storage and bandwidth may be subject to change at any time, at D2L’s sole discretion, upon 30 days’ prior written notice to Client.

VN7 Suspension and Termination Rights

VN7.01 The Parties reserve the right to suspend or terminate this Addendum at any time without penalty.

VN7.02 D2L may suspend or terminate the VNT Service for any breach of this Addendum, including any breach claimed by any third Party that VNT Data infringes their intellectual property rights (e.g., a DMCA claim).

VN7.03 D2L reserves the right to suspend or terminate access to the Amazon Cloud or the VNT Service at any time without notice.

VN7.04 Unused prepaid amounts for the VNT Service are eligible to be refunded on a pro-rata basis if D2L has terminated this Addendum for convenience. There is no right to any refund of prepaid amounts for any other reason.

VN8 Support

VN8.01 Support services shall be provided in accordance with the Support Schedule attached to the Applications Hosting Addendum.

VN9 Term
This Addendum shall be coterminous with the Applications Hosting Addendum, as amended.

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<th>D2L LTD.</th>
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(Authorized Signatory)
SUPPORT SCHEDULE (STANDARD)

Support shall be as specified below. These terms are subject to change in the reasonable discretion of D2L after informing Client. Support fees are set forth in the fees and Rates Schedule.

S1 Definitions

S1.01 Business Hours mean 8:00 a.m. to 8:00 p.m., Monday to Friday, except public holidays, in Client’s time zone.
S1.02 Client Support means Software or Applications remote support.
S1.03 Emergency means an Issue that is time critical, materially impairs the use of Software and is essential to the operation of Client’s business.
S1.04 General Support means access to the client web site, general notifications, advisories, and similar services.
S1.05 Issue means a query regarding, or user-identified concern about, Software or Applications.
S1.06 Supported Version means the current and most recent prior release.

S2 Authorized Support Contact Name(s) (ASC)

S2.01 Client shall provide name(s) of the authorized contact(s) to D2L. Only Client’s authorized support contact(s) may contact D2L for Support under this Schedule. Contact may be made by phone or email methods.
S2.02 D2L provides Client Support during Business Hours. Outside Business Hours, Client Support will be provided for an Emergency only.
S2.03 Client Support is available to record Issues, explain the functions and features of Software and clarify the contents of Documentation.
S2.04 Client may access D2L’s client web site (www.Desire2Learn.com) for information about how to obtain Documentation and, for Software, available Upgrades.

S3 Unsupported Versions

S3.01 D2L will support versions other than Supported Versions or versions modified by Client at its sole discretion and on an as-available basis only. Client Support for Unsupported Versions will be charged at 200% of the applicable Rate.

S4 Remote Access

S4.01 To allow D2L to assess Issues in the Software, Client shall use reasonable efforts to permit D2L remote access to Client’s systems.

S5 Additional Authorized Support Contact(s)

S5.01 Additional Authorized Support Contact(s), beyond the one(s) currently included in the Fees and Rates Schedule, shall have a cost as described in the Fees and Rates Schedule.

S6 Other services

S6.01 Client may not use Client Support for services other than Client Support. Services not identified in this Schedule, including training, implementation, modifications, configuration and communications, will be charged at the Rates, except for out-of-pocket and per diem expenses.

S7 Language of Support

S7.01 All Support will be provided in the English language unless agreed otherwise. If Support is provided in another language without written agreement or modification through an Authorizing Document then there is no guarantee of follow-up or to provide further Support in a language other than English.

S8 Termination

S8.01 Support is terminated when the relevant Addendum expires or is terminated.

S9 Reinstatement

S9.01 If Client is in default for payment under the Master Agreement, D2L may, at its option, (a) charge a reinstatement fee to reinstate Support and charge for future Support according to D2L’s then-current support policies; or (b) decline to provide Client Support.
CAPTURE HARDWARE, SOFTWARE AND APPLICATIONS ADDENDUM

This Desire2Learn® Capture Hardware, Software and Applications Addendum, together with the Master Agreement, governs terms and conditions between University of Oregon and D2L relating to licensed software.

CA1 Definitions

CA1.01 Acceptable Use Policy for Capture means the rules governing the use of Capture by Client and its Authorized End Users, as may be published at www.desire2learn.com/legal/capture.

CA1.02 Authorized End Users are those individuals who have been granted permission by the Client to use Capture.

CA1.03 Branding means the trade-marks, service-marks, colour schemes, names and fonts used by any Party for purposes of communication, identification, and marketing.

CA1.04 Capture means anything related to Capture Hardware, Capture Software or Capture Applications.

CA1.05 Capture Applications means those Applications provided by D2L to Client under this Addendum.

CA1.06 Capture Hardware means the physical computing hardware including applicable peripherals that may be provided by D2L or its vendors to Client under this Addendum.

CA1.07 Capture Software means those object code elements provided by D2L to Client under this Addendum that are resident on Capture Hardware, or Client hardware.

CA2 Capture Deployment

CA2.01 Where applicable, D2L and Client will execute a Statement of Work or other applicable document that outlines the Branding elements, and other applicable requirements pertaining to Capture. There is no transfer of Intellectual Property rights with respect to Capture unless agreed in writing.

CA3 Use of Branding and Trademarks.

CA3.01 Client grants D2L non-exclusive, worldwide permission to use its Branding in accordance with Client’s reasonable branding use guidelines or similar documentation, for the sole purpose of creating, distributing and maintaining a Client branded version of Capture, in accordance with the Statement of Work or other applicable document. D2L will not use Client’s Branding for any other purpose without the express written consent of Client.

CA4 Grant of Licence

CA4.01 D2L only grants Client and its Authorized End Users a non-exclusive, time limited right to use Capture, subject to the then current Acceptable Use Policy for Capture. The use of Capture may include the presentation of Client Information and Branding. Client Information as defined in the Master Agreement includes any content that Client makes available to the Authorized End User of Capture under this Addendum. Each Party retains their respective Intellectual Property rights.

CA5 Hardware Delivery

CA5.01 If Client purchases Capture Hardware under this Addendum, Client becomes owner of the Capture Hardware once D2L or D2L’s designated affiliate or partner ships the Capture Hardware to Client (FOB shipping point of origin). Client is responsible for all shipping and related costs and shall reimburse D2L for any out-of-pocket expenses D2L may incur from or through shipping Capture Hardware.

CA6 Disclaimer of Warranty

CA6.01 Except as provided for in the Master Agreement and/or Capture Support Schedule and unless otherwise agreed, Desire2Learn disclaims all warranties, both express and implied with respect to Capture, including merchantability, fitness for a particular purpose, or arising from a course of performance, dealing, or usage of trade to the maximum extent permitted by law. With respect to Capture, these provisions shall supersede any other warranty provisions previously agreed by the Parties. If this absolute waiver of warranty is deemed non-enforceable by a court of competent jurisdiction, then the maximum liability D2L shall have with respect to Capture is the annual fee paid, or payable by the Client in the year in which the claim arose.

CA7 Disclaimer of Liability

CA7.01 To the maximum extent permitted by law, D2L disclaims all liabilities to Client, through any act or omission as it relates to the unlawful or unauthorized use of Capture. Client is solely responsible for all Client Information made available to or by Capture.

CA8 Indemnification

CA8.01 Client will indemnify, or where Client is prohibited by law from indemnifying, will be liable to D2L and/or the relevant D2L partner participating in the delivery of Capture, to the maximum extent permitted by law for any and all claims, losses and damages D2L and/or the relevant D2L partner participating in the delivery of Capture suffers as a result of the unlawful, unlicensed or misuse of the Branding, Client Information, and/or Capture by Authorized End Users.

CA9 Suspension and Termination Rights
CA9.01 D2L reserve the right to suspend or terminate, where feasible, any Authorized End User(s) for any breach or suspected breach of this Addendum or the Acceptable Use Policy for Capture, including any breach claimed by any person or entity that the Client Information or Branding infringes their intellectual property rights (e.g. a DMCA claim). D2L reserves the right to suspend or terminate, where feasible, all access to Capture if required to do so by law, or judicial order.

CLSS 1.01 Client Information Obligations. Client shall ensure that a process is established, maintained, and communicated to Authorized End Users with respect to any claim the Authorized End User may have with respect to the quality, accuracy, or appropriateness of Client Information provided over or via Capture. Client shall terminate an Authorized End User for any breach or suspected breach of this Addendum or Acceptable User Policy for Capture. D2L has no, and shall not incur any responsibility with respect to policing, or monitoring Client Information.

CA10 General

CA10.01 This Addendum shall supersede conflicting terms that may be found in the Master Agreement.

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<th><strong>AGREED AND ACCEPTED</strong></th>
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<td>(Authorized Signatory)</td>
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<td>Name:</td>
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</table>
DESIRE2LEARN CAPTURE SUPPORT SCHEDULE (ENTRY-LEVEL)

Support shall be as specified below. These terms are subject to change in the reasonable discretion of D2L after informing Client. Support fees are set forth in the Fees and Rates Schedule.

CS1 Definitions:

CS1.01 Entry-Level Support Hours mean 8:00 a.m. to 8:00 p.m. (GMT -5), Monday to Friday, except public holidays.

CS1.02 Client Capture Support means remote support for Capture Software or Applications;

CS1.03 Emergency means an Incident that is time critical, materially impairs the use of Software and is essential to the operation of Client’s business.

CS1.04 General Support means access to the client web site, general notifications, advisories, and similar services.

CS1.05 Incident means a query regarding, or user-identified concern about, Capture Hardware, Software or Applications.

CS1.06 Supported Version means the current and most recent prior release of Capture Software or Applications.

CS2 Hardware Warranty

CS2.01 If applicable, for a period of one (1) year from the shipment date of the hardware, D2L provides limited parts and labor warranty for Capture Hardware ("Hardware Warranty Period") under the following terms:

CS2.02 Capture Hardware will substantially perform in the commercially reasonable manner expected to support Capture Software provided that Client or any other entity under Client’s implied or actual instruction has not attempted to, disassemble, modify or repair any portion of Capture Hardware ("Qualifying Defect").

CS2.03 If in D2L’s sole and reasonable discretion, pursuant to the applicable Support Schedule, the Capture Hardware has a Qualifying Defect, D2L shall: (a) authorize Client to ship the affected Capture Hardware back to D2L or D2L’s designated affiliate or partner at Client’s own expense (FOB D2L or FOB D2L’s designated affiliate or partner), (b) provide Client, directly or with a local third-party affiliate or partner, with onsite technical assistance to address the Qualifying Defect or, (c) provide Client with replacement Capture Hardware (FOB D2L or D2L’s designated affiliate or partner). If D2L recommends onsite technical assistance, Client agrees to provide all commercially reasonable accommodations commensurate with onsite technical assistance. D2L will charge Client for the replacement Capture Hardware if the affected Capture Hardware has not been shipped to D2L within fifteen (15) days of D2L providing Client with the replacement Capture Hardware.

CS2.04 Upon receipt of the affected Capture Hardware, D2L shall replace at its own costs any or all components it deems necessary to repair the Capture Hardware. D2L shall ship at its own expense (FOB Client) the repaired/replaced Capture Hardware back to Client.

CS2.05 Without guarantee or liability, D2L will use commercially reasonable efforts to correct a Qualifying Defect in a timely manner.

CS2.06 Any Incident which is attributed to a Qualifying Defect shall be excluded from the Incident limits on the Fee and Rate Schedule.

CS2.07 Client acknowledges that there is no guarantee that data which may be present on the affected Capture Hardware will be preserved. Client will not hold D2L responsible, and D2L waives all liability and responsibility, for any losses or claims related to this Section.

CS2.08 Client may elect to extend the one (1) year Hardware Warranty Period for two additional years at any time before or during the Hardware Warranty Period by notifying D2L and paying the applicable fee.

CS2.09 If the agreement or Addendum which references this Schedule is terminated before the expiration of the Hardware Warranty Period, the hardware warranty provided under this section shall survive termination until it expires. After such termination, if Client submits an Incident under this section CS2 and it is found to be attributed to Capture Software and therefore not covered under section CS2, Client shall be required to pay an assessment fee not to exceed $500.00.

CS3 Authorized Support Contact Name(s) (ASC)

CS3.01 Client shall provide name(s) of the authorized contact(s) to D2L. Only Client’s authorized support contact(s) may contact D2L for Support under this Schedule. Contact may be made by phone or email methods.

CS3.02 D2L provides Client Capture Support during Entry-Level Support Hours. Outside Entry-Level Support Hours, Client Capture Support will be provided for an Emergency only.

CS3.03 Client Capture Support is available to record Incidents, explain the functions and features of Capture Hardware, Software or Applications and clarify the contents of Documentation.

CS3.04 Client may access D2L’s client web site (www.Desire2Learn.com) for information about how to obtain Capture Documentation and, for Capture Software, available Upgrades.

CS4 Incidents

CS4.01 Client is permitted to have their ASC’s contact D2L for Incident support based on the number of Incidents listed on the Fee & Rates Schedule. There may be a commercially reasonable charge, at D2L’s then current rates, for Incident support requested in excess of the contract amount.

CS5 Unsupported Versions

CS5.01 D2L will support versions other than Supported Versions or versions modified by Client at its sole discretion and on an as-available basis only. Client Capture Support for non-Supported Versions will be charged at 200% of the applicable Rate.
CS6  Remote Access
CS6.01 To allow D2L to assess Incidents in the Capture Hardware, Software or Applications, Client shall use reasonable efforts to permit D2L remote access to Client’s systems.

CS7  Additional Authorized Support Contact(s)
CS7.01 Additional Authorized Support Contact(s), beyond the one(s) currently included in the Fees and Rates Schedule, shall have a cost as described in the Fees and Rates Schedule.

CS8  Other services
CS8.01 Client may not use Client Capture Support for services other than Client Capture Support. Services not identified in this Schedule, including training, implementation, modifications, configuration and communications, will be charged at the Rates, except for out-of-pocket and per diem expenses.

CS9  Termination
CS9.01 Support is terminated when the relevant Schedule or Addendum expires or is terminated.

CS10 Reinstatement
CS10.01 If Client is in default for payment under the relevant Capture agreement, D2L may, at its option, (a) charge a reinstatement fee to reinstate Support and charge for future Support according to D2L’s then-current support policies; or (b) decline to provide Client Capture Support.
CONSULTING ADDENDUM

This Consulting Addendum, together with the Master Agreement, governs terms and conditions between University of Oregon and D2L relating to Deliverables produced under a Statement of Work.

C1 Intellectual Property

C1.01 Except as specifically set forth in a Statement of Work, D2L shall retain sole and exclusive ownership of and all intellectual property rights in the Deliverables, which include: tools, methodologies, questionnaires, responses, and proprietary research, data, requirements, specifications, and code generated in the course of performing the consulting services. D2L grants to Client a time-limited, non-exclusive, royalty-free license to use and to disclose the Deliverables, subject to the limitations set forth below.

C1.02 D2L may render services to others and develop work products that are competitive with, or functionally comparable to, the Deliverables. D2L shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the consulting services or producing Deliverables, provided that D2L shall not use or disclose any of Client’s Confidential Information.

C1.03 Unless otherwise stated, Client shall retain its rights in any proprietary material that Client supplies to D2L. If Client provides D2L with materials owned or controlled by Client or with use of, or access to, such materials, Client grants to D2L all rights and licenses that are necessary for D2L to fulfill its obligations under each Statement of Work for consulting services.

C2 Use of Deliverables

C2.01 Subject to payment in full of the applicable fees, D2L grants to Client for internal purposes only a worldwide, royalty-free, time-limited license to use, reproduce, and display the Deliverables. Client shall not make the Deliverables available to anyone outside of Client, without the prior written consent of D2L, except Client may share the Deliverables with (i) its outside auditors and/or accountants, (ii) third parties who have signed appropriate confidentiality agreements with Client who are engaged by Client to review or implement suggestions or to further research the issues contained in the Deliverables, and (iii) governmental or regulatory bodies as required by law.

C3 No Third-Party Beneficiaries

C3.01 This Addendum is for the benefit of the Parties only. None of its provisions are for the benefit of, or enforceable by, any third party. No third party shall have the right to (i) rely on the consulting services provided by D2L or (ii) seek to impose liability on D2L as a result of the consulting services or any Deliverables furnished to Client.

C4 Required Skills

C4.01 Professional services billing rates are dependent upon the scope of the engagement/implementation and the consulting skill levels required. Project Managers are assigned to oversee all professional services implementations at a rate dependent upon complexity of the project and skill level required.

C5 Content of Statement of Work

C5.01 Each Statement of Work authorized under this Consulting Addendum shall include, at a minimum, the following information:

<table>
<thead>
<tr>
<th>C5.01.1</th>
<th>Project Name and Number</th>
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<tbody>
<tr>
<td>C5.01.2</td>
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<td>Special Conditions</td>
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<tr>
<td>C5.01.17</td>
<td>A reference to this Consulting Addendum.</td>
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AGREED AND ACCEPTED

D2L LTD.

By: ________________________________

Name: ________________________________

Title: ________________________________

Date: ________________________________

UNIVERSITY OF OREGON

By: (Authorized Signatory)

Name: ________________________________

Title: ________________________________

Date: ________________________________
**Fees and Rates Schedule**

**Effective Date:** December 16, 2013  
**Term:** 6 months  
**Client:** University of Oregon  
**User Type:** Active User  
**Support Type:** Bronze  
**Instance Type:** Shared  
**Fees and Rates Currency:** USD  

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<tr>
<td><strong>Implementation</strong></td>
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<tr>
<td>Desire2Learn Learning Environment - Implementation</td>
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<tr>
<td>Desire2Learn Learning Environment (Test) - Implementation</td>
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<td></td>
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<tr>
<td>LDAP/AD Integration - Implementation</td>
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<td>SSO Integration - Implementation</td>
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<td>Desire2Learn ePortfolio - Implementation</td>
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<td>Desire2Learn Learning Repository - Implementation</td>
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<tr>
<td><strong>Training</strong></td>
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<tr>
<td>Training - 2 Day(s) - Condensed course</td>
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<td><strong>Desire2Learn Products</strong></td>
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<tr>
<td>Desire2Learn Learning Environment - Up to 500 Active Users</td>
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<tr>
<td>Desire2Learn Cloud Services Fee - Up to 500 Active User</td>
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<td>Desire2Learn ePortfolio - Up to 500 Active Users</td>
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<tr>
<td>Desire2Learn Learning Repository - Up to 500 Active Users</td>
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<tr>
<td>Desire2Learn Capture - 500 user Desire2Learn Enterprise Capture, Cloud Services Package with approx. 1,536 Hours per year of storage**</td>
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<tr>
<td><strong>Maintenance</strong></td>
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<tr>
<td>Test Environment - Maintenance</td>
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<tr>
<td>LDAP/AD Integration Maintenance</td>
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<td>SSO Integration (one way) - Annual Maintenance</td>
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<td>Test Environment - Desire2Learn Cloud Services</td>
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<td><strong>Support</strong></td>
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<tr>
<td>Bronze Support - 1 ASC and 5/month incidents per month</td>
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**16-Dec-13**
### Additional Fees & Rates

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
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<tbody>
<tr>
<td>Support Incident overage</td>
<td>Any incidents above the contracted amount</td>
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<tr>
<td>Allocated Storage</td>
<td>Total storage per year</td>
</tr>
<tr>
<td>Desire2Learn Video Note Tool Storage and Bandwidth</td>
<td>Total storage per year</td>
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<tr>
<td>Desire2Learn Video Note Tool Overage</td>
<td>per GB per year in excess of contracted amount</td>
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<tr>
<td>Desire2Learn Capture - Storage**</td>
<td>Total Storage per year</td>
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<tr>
<td>Desire2Learn Capture - Storage overage fee</td>
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*Capture storage usage is calculated at the end of each month and accrued on an annual basis. Hour estimates are based on default camera and screen (image mode) settings. Individual results may vary.*

### Consulting Rates

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<thead>
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<th>Hourly Rate</th>
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<tr>
<td>Level 3 Consultant/Architect/Manager</td>
<td>$300</td>
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<tr>
<td>Level 2 Consultant/Architect/Manager</td>
<td>$215</td>
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<tr>
<td>Level 1 Consultant</td>
<td>$185</td>
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<tr>
<td>Training</td>
<td>Daily Rate</td>
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</table>

| Maximum of twelve participants or a maximum of eight participants responsible for system administration. | TBD |

Please note:

- Rates for professional services may be modified on 90 days' notice.
- Professional Services billing rates are dependent upon the scope of the engagement/implementation and the consulting skill levels required. Project Managers are assigned to oversee all professional services implementations at a rate dependent upon complexity of the project and skill level required.
- The Allocated Storage is the expected maximum amount of storage required by Client under this Master Agreement. Client may use additional storage above the Allocated Storage, but may be subject to additional fees. D2L provides Allocated Storage number for planning purposes.
- Travel and per diem expenses are not included in Consulting or Training Rates.
- After the initial 12-month period, fees may be increased by 5%.
- Optional products set out above and any other D2L offerings not contained in this Master Agreement may be subject to additional terms and conditions.
SUPPORTING DOCUMENTS

Desire2Learn is providing the following supporting documents as referenced throughout our proposal:

- Master Agreement
- Master Agreement - Pilot
- Financial Letter
- Voluntary Product Accessibility Template (VPAT)
- Hardware Sizing Guideline
- Key Personnel Biography – Adam Hartshorn
- Key Personnel Biography – Dawn MacDonald
- Sample Implementation Timeline
- Training Agendas (3 documents)
- D2L Ltd. Insurance Certificate

Moreover, attached are also the completed affidavits and forms as requested by UO:

- Certificate of Registration – State of Oregon
- Evidence of Good Standing for the State of Maryland
- Exhibit A - Representations, Certifications, and Acknowledgements
- Exhibit B – Proposer’s Qualifications (Table)
- Exhibit C – Requirements and Features (Table)
- Exhibit D – Pricing (Table)
This Master Agreement, including its Addenda and Schedules ("Master Agreement") governs terms and conditions between University of Oregon, 720 E. 13th Ave., Suite 302, Eugene, OR 97401, an Oregon educational institution ("Client") and D2L Ltd., 715 St. Paul Street, Baltimore MD 21202, a Maryland corporation, or its subsidiaries, divisions or affiliates ("D2L") as listed in any Addendum to this Master Agreement.

1 Definitions
1.01 **Active User** means any person who registers for or is enrolled in one or more courses, and/or logs into the system in each consecutive 12-month period following the Effective Date.
1.02 **Addendum** is an executed document attached to this Master Agreement that provides specific terms and conditions of Products supplied to Client.
1.03 **Applications** mean D2L Software applications resident on D2L computers that Client is permitted to access and use through an Applications & Hosting Addendum.
1.04 **Authorizing Document** is any document signed or electronically agreed to by D2L and Client. An Authorizing Document may be an Addendum, a Statement of Work, an engagement letter, a purchase order letter, an e-mail (subject to reasonable authentication of sender’s authority) or similar document.
1.05 **Client** includes its employees, directors, officers, or agents, and to the extent they are specifically identified, its affiliates and subsidiaries.
1.06 **Client Information** includes course content, materials, personal information, and any other data that Client (or its authorized users) uploads or enters through its lawful use of Products and Services.
1.07 **Confidential Information** is information provided to one Party about the other Party’s products or services, business, affairs, computer systems, installations or clients, to the extent that the information might reasonably be expected to be confidential. Confidential information also includes Client information and personal information protected under privacy laws.
1.08 **Consulting** is implementation, development, or other assistance provided pursuant to an Addendum, Statement of Work or other Authorizing Document.
1.09 **Deliverable** is a tangible, verifiable work output such as a specification, programming, code, or other output developed under a Statement of Work.
1.10 **Documentation** is a document published by D2L for all clients such as a user’s manual, release notes or is otherwise designated as documentation. Documentation does not include sales and/or marketing materials.
1.11 **Effective Date** is the date that the Client signs this Master Agreement or Addendum, unless otherwise specified in the Addendum.
1.12 **End Users** are the persons who access, attempt to access or use the Software or Applications as a product during the course of this Master Agreement.
1.13 **Enrolment** means the total of each unique course registrations over the course of each consecutive 12-month period following the Effective Date. For clarity, if an End User is registered in 2 course offerings during a particular year, it will count as 2 Enrolments.
1.14 **FTE** means a count of the highest reported full-time equivalents over the course of a year. The FTE is typically based upon the FTE reported to the Integrated Post-secondary Data System (IPEDS).
1.15 **Hosting** is the use of Applications on D2L equipment within D2L facilities.
1.16 **Intellectual Property** is any present or future development work, copyright, patent, trade-mark, trade name, service mark, design, program, procedure and method of computation, trade secret, data model, invention, drawing, plan, specification, process or similar property.
1.17 **License Fee** is the fee paid to license the Software pursuant to a License Addendum.
1.18 **Network** is, collectively, D2L’s hardware, Software, communications, cabling and other related resources through which Client accesses services.
1.19 **Party** is D2L and Client.
1.20 **Products and Services** include Applications, Software, Hosting, Consulting and any other duty, function or task D2L performs under this Master Agreement.
1.21 **Rates** are D2L’s then-current charges for professional services it provides, except for out-of-pocket and per diem expenses.
1.22 **Schedule** is a document attached to this Master Agreement that is not an Addendum, or a document attached to an Addendum.
1.23 **Software** is a D2L software application or any part thereof in object code form licensed to or accessed by Client. Software also includes Upgrades provided under the Support Schedule, but does not include software applications developed under a Consulting Addendum or related Statement of Work.
1.24 **Statement of Work (or Work Order)** is a document created pursuant to a Consulting Addendum that specifies the roles and responsibilities of the Parties with respect to a particular engagement.
1.25 **Support** is support services provided pursuant to a Support Schedule, as more fully described in the Support Schedule.
1.26 **Upgrades** are modifications, templates and newer versions of Software and Applications provided by D2L that are made available generally to D2L clients. Upgrades do not include new independently-priced modules or utilities.
1.27 **Vendor** is a 3rd party provider of products or services to D2L.

2 Warranties. For Products and Services provided under this Master Agreement, D2L warrants that:
2.01 Its employees are competent and appropriately trained to and will perform Consulting; and
2.02 Applications and Software will substantially perform according to applicable Documentation provided that Client (or D2L at Client’s request) has not modified Software.

2.03 Except as set forth in this Master Agreement, D2L makes no warranties, conditions, or guarantees, express or implied, oral or written, with respect to the Products and Services or Network. D2L does not warrant that Products and Services or Network are error-free. D2L makes no warranties of merchantability, fitness for a particular purpose, or arising from a course of performance, dealing, or usage of trade.

3 Confidentiality

3.01 No Party shall furnish Confidential Information to any unauthorized person or entity.

3.02 Neither Party shall be bound by confidentiality obligations if the Confidential Information (a) is required to be disclosed pursuant to court or regulatory order, provided that, where feasible, the owner of the Confidential Information is given a reasonable opportunity to limit the extent of disclosure; (b) was already rightfully in its possession before negotiations commenced that led to this Master Agreement; (c) is learned from a 3rd party; (d) becomes part of the public domain other than as a result of a breach of this section and is not otherwise protected under law.

3.03 Nothing in this section is intended to prohibit D2L from issuing a mutually-acceptable press release, or naming Client in client listings or having Client’s name disclosed as part of the natural use of the Products and Services.

4 Proprietary Rights & Restrictions

4.01 D2L has all appropriate rights and interest in its Applications, Software, Documentation, Materials, Deliverables, and other Intellectual Property (collectively, the “IP”), and D2L reserves these rights and privileges in connection with the IP, except as expressly granted to Client pursuant to this Master Agreement or applicable Creative Commons License. Except as may be expressly granted in a Statement of Work, D2L does not transfer any title or interest in its IP. The IP contains valuable intellectual property of D2L and its licensors. The IP is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

4.02 Except as permitted by this Master Agreement, or applicable Creative Commons License Client shall not:

   4.02.1 attempt to decompile, disassemble, modify the source code of, or reverse engineer the IP;
   4.02.2 use, reproduce, transmit, modify, adapt or translate the IP;
   4.02.3 rent, lease, license, transfer, assign, sell or otherwise provide access to the IP on a temporary or permanent basis;
   4.02.4 alter, remove or cover proprietary notices in or on the IP.

4.03 Client owns and retains all right, title and interest to, or has appropriate possessory rights in Client Information. D2L makes no claim of license, title or ownership to Client Information.

4.04 Any default in Client’s obligations under this section may cause irreparable harm to D2L. If Client takes or threatens any action that may infringe on D2L’s IP rights, D2L may seek injunctive or other equitable relief in addition to any damages to which D2L may be entitled.

5 Indemnification

5.01 Claims. D2L may indemnify, defend and hold harmless Client from any direct costs, expenses, damages, judgments or settlements incurred because of an action or claim by 3rd parties alleging that Client’s use of Applications, Software, Deliverables or Documentation is an infringement of patent or registered trademark rights of a 3rd party in Canada or the United States, but only if Client (a) promptly notifies D2L in writing of any claim; (b) allows D2L to control the defense or settlement of the claim; and (c) takes no action that, in D2L’s reasonable judgment, impairs D2L’s defense of the claim.

5.02 Exclusions and Limitations. This indemnity shall not apply to the extent that the infringement claim results from (a) Client’s unauthorized modification to Applications, Deliverables or Software; (b) Client’s failure to install an Upgrade that would have avoided the claim; (c) the combination of the Software or Deliverables with 3rd party products where the 3rd party products are or reasonably should be governed by an agreement between Client and the 3rd party; or (d) D2L’s compliance with specifications furnished by Client.

5.03 D2L Options. If a claim arises, D2L shall (a) substitute equivalent non-infringing Applications or Software; (b) modify the Applications or Software so that they no longer infringe but remain functionally equivalent; or (c) if neither (a) nor (b) is reasonably feasible, cancel the Addendum, and refund the unused pro-rated amounts.

5.04 Entire Liability. This section states the entire liability and obligation of D2L regarding infringement claims.

6 Liability Limitations

6.01 D2L’s liability to Client for damages, costs, losses or expenses provided pursuant to this Master Agreement, in contract, tort or otherwise, (except for the Indemnification section) is limited to six months of fees paid under the relevant Addendum or Statement of Work under which the claim arose. The liability limitation is commensurate with the consideration paid under this Master Agreement.

6.02 Neither Party is liable for indirect, consequential or incidental damages, including loss of revenue, profits or data, even if the other Party had advised of the possibility of such damages. Each Party is liable to the other for direct losses and expenses incurred by the other Party as a result of any breach of the Confidentiality Section, and Client is liable to D2L against all direct losses and expenses incurred as any result of a breach of the Proprietary Rights & Restrictions Section.
6.03 Client is responsible for the content of its and its End User’s transmissions, including Client Information, over D2L’s Network. Client agrees that it and its End Users will not use the Network for illegal purposes, to infringe the rights of a 3rd party, or to interfere with or disrupt the Network (“Disruption”). Disruptions include distribution of unsolicited advertising or chain letters, defamatory, libelous or offending content, propagation of computer worms and viruses, and unauthorized use of the Network to enter, or attempt to enter, another Network machine or Organizational Instance. If a Disruption occurs, D2L may, in its reasonable discretion, immediately remove the Disruption, terminate the mode of communication, suspend Client’s and its End User’s access to Network or terminate this Master Agreement, and Client is liable to D2L for claims arising from any Disruption.

6.04 No act or omission by D2L under this Master Agreement shall be interpreted or construed as being for the benefit of, or creating any D2L obligation toward, any 3rd party or legal entity other than Client.

7 Payment Terms & Taxes
7.01 D2L emails invoices to the address listed as Invoice Recipient. Unless otherwise agreed payment is due within 30 days of the issue date noted on the invoice. Late payments will be subject to an interest charge of 1.5% per month or 19.56% APR.

7.04 Client shall not deduct or set-off any amount from payments due to D2L.

7.05 D2L may accept payment from any entity without accepting that entity as Client and without waiving any provision against assignment. D2L may accept partial payments for amounts due without waiving its right to payment in full of all outstanding amounts.

8 Excusable Delay
8.01 If a Party cannot perform any of its obligations under this Master Agreement because of natural disaster, actions of governmental bodies, strikes, lockouts, riots, acts of war, communication line failures, power failures, fires or similar events or circumstances outside that Party’s control, the Party who cannot perform shall promptly notify the other in writing, and shall do everything reasonably possible to resume performance. Upon receipt of notice, and except for accrued payment-related obligations, all obligations under this Master Agreement are immediately suspended. If the period of non-performance exceeds 60 days from the receipt of notice, the Party receiving the notice may terminate this Master Agreement with written notice within 30 days.

9 Term & Termination
9.01 Master Agreement. This Master Agreement shall continue until all Addenda are terminated, or may be terminated as specified elsewhere in this Master Agreement or as follows:
9.01.1 by either Party if the other breaches the provisions of Confidentiality, Import/Export Restrictions and Proprietary Rights & Restrictions sections;
9.01.2 by either Party if the other Party materially or repeatedly (which in the aggregate is material) defaults in performing its duties or obligations under this Master Agreement for a period of 60 days after written notice is given to the defaulting Party, unless the default is cured within the 60 day period; and
9.01.3 by either Party in the event the other Party ceases conducting business in the normal course, become insolvent, makes a general assignment for the benefit of creditors, seeks creditor protection, suffers or permits the appointment of a receiver for its business or assets, or becomes bankrupt
9.01.4 by D2L if Client fails to pay an invoice, which is not the subject of a good faith dispute, provided that the invoice remains unpaid 30 days after D2L’s subsequent notice to Client that payment is required.

10 Rights on Termination; Survival
10.01 On termination, all rights and obligations of the Parties cease except payment obligations.
10.02 Client shall return all copies of Software, Documentation and Materials within 30 days of termination.
10.03 Survivability. The Confidentiality, Proprietary Rights & Restrictions, Indemnification (to the extent the claim arose before the relevant Addendum was terminated), Liability Limitations, and the General sections shall survive termination of this Master Agreement, regardless of the reason for the termination.
10.04 D2L will delete or destroy Client files and data residing on D2L Networks 30 days after termination, unless otherwise agreed in writing.

11 Assignment
11.01 Neither this Master Agreement nor any rights hereunder may be assigned or transferred by Client, whether directly or by operation of law, without the prior written consent of D2L. D2L’s consent may be conditioned upon the payment of additional fees to D2L in amounts determined by D2L.
11.02 Deemed Assignment. A change of control of Client, sale of substantially all of the assets of Client, merger or consolidation involving Client or any affiliate of Client effecting a change of control of Client, is deemed an assignment or transfer of this Master Agreement and the rights under it by operation of law requiring the prior written consent of D2L.
11.03 Assignment Void. Any assignment or transfer of this Master Agreement or the Product without the prior written consent of D2L shall constitute a material breach of this Master Agreement. Subject to the foregoing, this Master Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns. Any attempted transfer or assignment prohibited by this Master Agreement is null and void.
12 General

12.01 Governing Law. This Master Agreement is governed by the laws of state of Maryland, without regard to its conflict of laws principles. Legal action arising pursuant to this Master Agreement shall be filed in the courts of state of Maryland. The United Nations Commission on International Trade Law Conventions on Contracts for the International Sales of Goods and Related Transactions is specifically excluded from this Master Agreement. The Parties waive any right to a jury trial. This section maybe modified under the F&R Schedule upon a showing by Client of applicable law requiring a different jurisdiction.

12.02 Conflict between Master Agreement and Addendum or other Authorizing Document. An Addendum shall supersede the provisions of this Master Agreement where the documents are in conflict. The Master Agreement shall supersede the provisions of an Authorizing Document, unless the Authorizing Document refers to the provision of the Master Agreement it supersedes. No Addendum or Authorizing Document modifies any other Addendum or Authorizing Document unless the Parties agree in writing.

12.03 Remedies Cumulative. All rights and remedies under this Master Agreement are cumulative and in addition to all other rights and remedies of either Party at law or in equity.

12.04 Notices. All notices shall be in writing and delivered (a) by hand, (b) by registered mail, postage prepaid, return receipt requested, (c) reputable overnight delivery service, or (d) by facsimile, provided that the sender retains proof of successful transmission. All notices shall be deemed received, if delivered by hand, on the date of delivery; if mailed, on the date of receipt appearing on the return receipt card; if sent by courier, on the date recorded by the courier company as having been received by the addressee; or, if sent by facsimile, on the date of receipt by the facsimile machine when it reports that the transmission is complete. Notices shall be sent or faxed to the names, addresses and numbers set forth below the signature lines to this Master Agreement.

12.05 Import/Export Controls. Client shall comply with all applicable export, re-export and foreign policy laws that may be imposed by the Canadian/United States government.

12.06 Non-solicitation. During the term of this Master Agreement, and for 1 year following its termination, neither Party shall recruit or solicit any employee of the other Party, including as an independent contractor or consultant, without that Party’s prior written consent.

12.07 Products and Services Analysis. To deliver the Products and Services required under this Master Agreement, Desire2Learn may collect, analyze, and interpret data elements acquired by, associated with, or provided in the use of Applications and Software (“Product and Service Analysis”). All individual data elements of the Product and Service Analysis are property of their respective owners and shall be governed by the Confidentiality and Intellectual Property provisions of this Master Agreement. All algorithm, computational, or cumulative results of the Product and Service Analysis are wholly-owned by Desire2Learn. This provision is in addition to, and not a substitute for, any other provision of this Master Agreement.

12.08 Entire Agreement. This Master Agreement contains the entire understanding between the Parties with respect to its subject matter. All prior agreements, representations, inducements and negotiations, and any and all existing contracts previously executed between the Parties with respect to this subject matter are superseded hereby.

12.09 Amendment/Waivers. No amendment, modification, termination or waiver of any provision of this Master Agreement is effective unless it is in writing and signed by both Parties. Any waiver or consent shall be effective only in the specific instance and purpose for which it was given. Terms or conditions that Client purports to include in a purchase order or similar instrument are void and of no force and effect.

12.10 Severability. If a court declares void or unenforceable any term of this Master Agreement, the remaining terms and provisions of this Master Agreement shall remain unimpaired and the invalid term shall be replaced by a valid term that comes closest to the intention underlying the invalid term.

12.11 Independent Parties. Neither Party is an agent, employee, partner, joint venturer or legal representative of the other.

AGREED AND ACCEPTED

D2L LTD.                                                                                   UNIVERSITY OF OREGON

By:                                                                                       By: (Authorized Signatory)

Name:                                                                                      Name:

Title:                                                                                      Title:

Date:                                                                                       Date:
### NOTICE INFORMATION

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<thead>
<tr>
<th>D2L LTD.</th>
<th>UNIVERSITY OF OREGON</th>
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<tbody>
<tr>
<td><strong>To:</strong> John Baker</td>
<td><strong>To:</strong></td>
</tr>
<tr>
<td><strong>Title:</strong> President</td>
<td><strong>Title:</strong></td>
</tr>
<tr>
<td><strong>Copy to:</strong> Legal Department</td>
<td><strong>Fax:</strong></td>
</tr>
<tr>
<td><strong>Fax:</strong> 519 772 0324</td>
<td><strong>Phone:</strong></td>
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</table>
| **Address:** 715 Saint Paul Street
Baltimore, MD 21202 | **Address:**           |
|                           | **Email:**            |

### INVOICING INFORMATION

#### INVOICE RECIPIENT

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<tr>
<th>Name:</th>
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**Note:** all invoices are provided via e-mail, unless otherwise requested in writing.
APPLICATIONS & HOSTING ADDENDUM

This Applications & Hosting Addendum, together with the Master Agreement, governs terms and conditions between University of Oregon and D2L relating to Applications.

A1 Definitions

A1.01 Terms not defined in this Addendum shall have the meanings given to them in the Master Agreement.
A1.02 Available means the material components of the Applications are available for Client’s use.
A1.03 Downtime means those times in which material components of the Applications are not Available but shall not include Emergency Unavailability and Scheduled Unavailability.
A1.04 Emergency Unavailability means those times when material components of the Applications are unavailable for Client use resulting from the existence or repair of software bug/virus/worm, hardware failure, 3rd party communication failure, force majeure (excusable delay), Disruption (as defined in the Master Agreement), or other event that is outside Desire2Learn’s commercially reasonable efforts to mitigate unavailability through industry standard processes and network design or those unavailable events arising from Client error or negligence.
A1.05 Measurement Period means each calendar month commencing from the Effective Date. For purposes of clarification each calendar month shall constitute a distinct Measurement Period.
A1.06 Scheduled Unavailability means the times in which the material components of the Applications are not Available: 1) in accordance with posted maintenance schedules which may, in the sole discretion of Desire2Learn, be changed from time-to-time on 30 days’ notice, or; 2) as a result of an agreement between Client and Desire2Learn, for example, to accomplish an Upgrade.

A2 Grant of Use

A2.01 Upon the Effective Date, D2L shall permit Client to use Applications in a non-exclusive, non-transferable, time-limited (revoked upon termination) manner as set forth in the attached Fees and Rates Schedule by the specified number of Active Users. Should Client not pay according to Section A5, this Addendum is terminated.

A3 Term

A3.01 This Addendum shall be effective for 7 months from the Effective Date listed in the below Fees and Rates Schedule (“Initial Term”).
A3.02 Automatic renewal. At the end of the Initial Term, this Addendum shall be extended for additional consecutive terms equal in duration to the initial term, unless and until either Party notifies the other of its intent to terminate or modify this Addendum at least 60 days before the end of the then-current term.

A4 Support

A4.01 Support services are set forth in the Support Schedule attached to this Addendum and are coterminous with this Addendum.
A4.02 Modifications to Applications or Hosting. D2L may modify the Applications or Hosting. D2L will advise Client of material Modifications where feasible.

A5 Payments

A5.01 Client shall pay the fees as per the Fees and Rates Schedule, or, for additional work, as specified in an Authorizing Document.

A6 Use of Applications

A6.01 Client may use or access Applications for its use only. No 3rd party, other educational institution or business group or entity other than that identified in the attached Schedules(s) may make use of, or obtain access to, Applications without a separate Agreement.
A6.02 Audit. D2L may view the Client’s site no more than twice a year for the purpose of ensuring compliance by Client with the terms of this Master Agreement. If the audit reveals that Client’s use of Applications exceeds its permitted use, Client shall pay D2L’s then-current fees and reasonable administrative fees.

A7 Service Objectives

A7.01 Availability. Throughout each Measurement Period the material components of the Applications shall be Available at least 99.9% of the time.
A7.02 Downtime and Emergency Unavailability. Desire2Learn shall undertake commercially reasonable efforts to rectify any Downtime or Emergency Unavailability.
A7.03 Notice of Emergency Unavailability. If possible, Desire2Learn shall make commercially reasonable efforts to provide Client reasonable notice prior to making the material components of the Applications unavailable for Client use during Emergency Unavailability.
A7.04 Reporting, Investigation & Classification. Client shall report incidents to Desire2Learn Support that it considers Downtime immediately, but in no event later than 24 hours from when Client became aware of, or reasonably should have become aware of, the occurrence; failure to do so shall disentitle Client to any credit for that incident under this Schedule. In reporting, Client shall provide Desire2Learn sufficient information to investigate and classify the incident, including: date, duration, and description of occurrence. Desire2Learn shall investigate and reasonably classify any reported outage/occurrence as Scheduled Unavailability, Emergency Unavailability, or Downtime. In making its classification, Desire2Learn shall rely solely upon its own statistics software and monitoring equipment.
A7.05 Downtime Credit. If after investigation and classification, Desire2Learn determines that Downtime during the Measurement Period was such that Availability fell below the level stated in this Schedule, Client shall be entitled to a credit on Hosting fees during the relevant Measurement Period, calculated on the following basis:

<table>
<thead>
<tr>
<th>Availability</th>
<th>Client credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>( 99.9% \leq x )</td>
<td>N/A</td>
</tr>
<tr>
<td>( 99.5% \leq x &lt; 99.9% )</td>
<td>1% of Client’s Hosting fee</td>
</tr>
<tr>
<td>( 99% \leq x &lt; 99.5% )</td>
<td>2.5% of Client’s Hosting fee</td>
</tr>
<tr>
<td>( 98% \leq x &lt; 99% )</td>
<td>5% of Client’s Hosting fee</td>
</tr>
<tr>
<td>( x &lt; 98% )</td>
<td>10% of Client’s Hosting fee</td>
</tr>
</tbody>
</table>

A7.06 Credit Sole Remedy. Any credit so determined may only be applied against subsequent Hosting fees on renewal of the Applications & Hosting Addendum and shall be Client’s sole remedy if that Availability falls below the level stated in this Schedule.

A8 Additional Active Users

A8.01 Client may increase its number of Active Users upon paying the appropriate fee.

AGREED AND ACCEPTED

D2L LTD.

By: ________________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

UNIVERSITY OF OREGON

By: ________________________________ (Authorized Signatory)

Name: ______________________________

Title: ______________________________

Date: ______________________________

\(^1 x = \text{Availability}\)
THE VIDEO NOTE TOOL ADDENDUM

This The Video Note Tool Addendum, together with the Master Agreement, governs terms and conditions between University of Oregon and D2L relating to the Video Note Tool ("VNT") feature of the Desire2Learn Learning Environment.

VN1 Definitions

VN1.01 Amazon Cloud means the Amazon Elastic Compute Cloud and Amazon Web Services platforms provided by Amazon.com Inc., a Washington corporation.

VN1.02 Data includes the schema comprised of (i) Desire2Learn Learning Environment database elements (the instance name, org name, org id, org unit id, username, title, description, data/time and location); and (ii) the content created, uploaded and downloaded to the Amazon Cloud by the End User.

VN1.03 Service means the VNT feature of the Desire2Learn Learning Environment in combination with Amazon Cloud.

VN1.04 URL means the uniform resource locator generated by the VNT Service for a specific VNT Data element such as video.

VN2 Disclaimer of Warranty

VN2.01 VNT Service is a beta service. To the maximum extent permitted by law, D2L disclaims all warranties, both express and implied with respect to the VNT Service, including warranties of merchantability or fitness for a particular purpose, or warranties arising from a course of performance, dealing or usage of trade. With respect to the VNT Service, these provisions shall supersede any other warranty provisions previously agreed by the Parties.

VN3 Limitation of Liability

VN3.01 To the maximum extent permitted by law, D2L disclaims all liability to Client for any act or omission relating to the unlawful or unauthorized use of the VNT Service. The maximum liability D2L shall have with respect to the VNT Service is the annual fee paid by the Client for the VNT Service in the year in which the claim arose.

VN4 Indemnification

VN4.01 Client understands that the VNT Service is provided by D2L through Amazon Cloud, a third Party service used by D2L.

VN4.02 Notwithstanding anything to the contrary in the Master Agreement or other Authorizing Document, Client will indemnify, or where Client is prohibited by law from indemnifying, will be liable to D2L and/or the relevant D2L partner participating in the delivery of the VNT Service, to the maximum extent permitted by law for any and all claims, losses and damages D2L and/or the relevant D2L partner participating in the delivery of the VNT Service suffers as a result of the unlawful, unlicensed or misuse of the Branding, Client Information, and/or the VNT Service by Authorized End Users.

VN5 Security and Personally Identifiable Information

VN5.01 Client and its End Users use the VNT Service at their own risk. D2L is not responsible for the VNT Data. D2L does not, and disclaims any obligation to, police, monitor or control the VNT Data.

VN5.02 D2L does not control the Amazon Cloud. D2L recommends that Client implement appropriate policies and procedures, including restrictions on VNT Data, to govern the personal information that may be processed in the course of use of the VNT Service as well as the acceptable use of the VNT Service by End Users.

VN6 Usage

VN6.01 Clients are responsible for managing their storage and bandwidth usage by utilizing the provided VNT functions to assist with monitoring and purging of videos.

VN6.02 Client may receive an initial storage and bandwidth package calculated per user type and per year at no charge; the amount of storage and bandwidth in this initial package is as set forth in the Fees and Rates Schedule. If Client exceeds the storage and bandwidth in the initial package, Clients are responsible for all additional storage and bandwidth charges incurred through their and their End Users’ use of the VNT Service. Storage and bandwidth usage are calculated at the end of each month and accrued on an annual basis. Overage rates are set out on the Fees and Rates Schedule or the attached quote, as the case may be. Fees and rates for such additional storage and bandwidth may be subject to change at any time, at D2L’s sole discretion, upon 30 days’ prior written notice to Client.

VN7 Suspension and Termination Rights

VN7.01 The Parties reserve the right to suspend or terminate this Addendum at any time without penalty.

VN7.02 D2L may suspend or terminate the VNT Service for any breach of this Addendum, including any breach claimed by any third Party that VNT Data infringes their intellectual property rights (e.g., a DMCA claim).

VN7.03 D2L reserves the right to suspend or terminate access to the Amazon Cloud or the VNT Service at any time without notice.

VN7.04 Unused prepaid amounts for the VNT Service are eligible to be refunded on a pro-rata basis if D2L has terminated this Addendum for convenience. There is no right to any refund of prepaid amounts for any other reason.

VN8 Support

VN8.01 Support services shall be provided in accordance with the Support Schedule attached to the Applications Hosting Addendum.

VN9 Term
VN9.01  This Addendum shall be coterminous with the Applications Hosting Addendum, as amended.

<table>
<thead>
<tr>
<th>D2L LTD.</th>
<th>UNIVERSITY OF OREGON</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>By:</strong></td>
<td><strong>By:</strong></td>
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<td>_____________________</td>
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<td><strong>Title:</strong></td>
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<td><strong>Date:</strong></td>
<td><strong>Date:</strong></td>
</tr>
<tr>
<td></td>
<td>_____________________</td>
</tr>
</tbody>
</table>

**AGREED AND ACCEPTED**

By: ________________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

By: ________________________________

(Authorized Signatory)

Name: ______________________________

Title: ______________________________

Date: ______________________________
Support Schedule (Standard)

Support shall be as specified below. These terms are subject to change in the reasonable discretion of D2L after informing Client. Support fees are set forth in the fees and Rates Schedule.

S1 Definitions
S1.01 Business Hours mean 8:00 a.m. to 8:00 p.m., Monday to Friday, except public holidays, in Client’s time zone.
S1.02 Client Support means Software or Applications remote support.
S1.03 Emergency means an Issue that is time critical, materially impairs the use of Software and is essential to the operation of Client’s business.
S1.04 General Support means access to the client web site, general notifications, advisories, and similar services.
S1.05 Issue means a query regarding, or user-identified concern about, Software or Applications.
S1.06 Supported Version means the current and most recent prior release.

S2 Authorized Support Contact Name(s) (ASC)
S2.01 Client shall provide name(s) of the authorized contact(s) to D2L. Only Client’s authorized support contact(s) may contact D2L for Support under this Schedule. Contact may be made by phone or email methods.
S2.02 D2L provides Client Support during Business Hours. Outside Business Hours, Client Support will be provided for an Emergency only.
S2.03 Client Support is available to record Issues, explain the functions and features of Software and clarify the contents of Documentation.
S2.04 Client may access D2L’s client web site (www.Desire2Learn.com) for information about how to obtain Documentation and, for Software, available Upgrades.

S3 Unsupported Versions
S3.01 D2L will support versions other than Supported Versions or versions modified by Client at its sole discretion and on an as-available basis only. Client Support for Unsupported Versions will be charged at 200% of the applicable Rate.

S4 Remote Access
S4.01 To allow D2L to assess Issues in the Software, Client shall use reasonable efforts to permit D2L remote access to Client’s systems.

S5 Additional Authorized Support Contact(s)
S5.01 Additional Authorized Support Contact(s), beyond the one(s) currently included in the Fees and Rates Schedule, shall have a cost as described in the Fees and Rates Schedule.

S6 Other services
S6.01 Client may not use Client Support for services other than Client Support. Services not identified in this Schedule, including training, implementation, modifications, configuration and communications, will be charged at the Rates, except for out-of-pocket and per diem expenses.

S7 Language of Support
S7.01 All Support will be provided in the English language unless agreed otherwise. If Support is provided in another language without written agreement or modification through an Authorizing Document then there is no guarantee of follow-up or to provide further Support in a language other than English.

S8 Termination
S8.01 Support is terminated when the relevant Addendum expires or is terminated.

S9 Reinstatement
S9.01 If Client is in default for payment under the Master Agreement, D2L may, at its option, (a) charge a reinstatement fee to reinstate Support and charge for future Support according to D2L’s then-current support policies; or (b) decline to provide Client Support.
CA1   Definitions

CA1.01 Acceptable Use Policy for Capture means the rules governing the use of Capture by Client and its Authorized End Users, as may be published at www.desire2learn.com/legal/capture.

CA1.02 Authorized End Users are those individuals who have been granted permission by the Client to use Capture.

CA1.03 Branding means the trade-marks, service-marks, colour schemes, names and fonts used by any Party for purposes of communication, identification, and marketing.

CA1.04 Capture means anything related to Capture Hardware, Capture Software or Capture Applications.

CA1.05 Capture Applications means those Applications provided by D2L to Client under this Addendum.

CA1.06 Capture Hardware means the physical computing hardware including applicable peripherals that may be provided by D2L or its vendors to Client under this Addendum.

CA1.07 Capture Software means those object code elements provided by D2L to Client under this Addendum that are resident on Capture Hardware, or Client hardware.

CA2   Capture Deployment

CA2.01 Where applicable, D2L and Client will execute a Statement of Work or other applicable document that outlines the Branding elements, and other applicable requirements pertaining to Capture. There is no transfer of Intellectual Property rights with respect to Capture unless agreed in writing.

CA3   Use of Branding and Trademarks.

CA3.01 Client grants D2L non-exclusive, worldwide permission to use its Branding in accordance with Client's reasonable branding use guidelines or similar documentation, for the sole purpose of creating, distributing and maintaining a Client branded version of Capture, in accordance with the Statement of Work or other applicable document. D2L will not use Client's Branding for any other purpose without the express written consent of Client.

CA4   Grant of Licence

CA4.01 D2L only grants Client and its Authorized End Users a non-exclusive, time limited right to use Capture, subject to the then current Acceptable Use Policy for Capture. The use of Capture may include the presentation of Client Information and Branding. Client Information as defined in the Master Agreement includes any content that Client makes available to the Authorized End User of Capture under this Addendum. Each Party retains their respective Intellectual Property rights.

CA5   Hardware Delivery

CA5.01 If Client purchases Capture Hardware under this Addendum, Client becomes owner of the Capture Hardware once D2L or D2L's designated affiliate or partner ships the Capture Hardware to Client (FOB shipping point of origin). Client is responsible for all shipping and related costs and shall reimburse D2L for any out-of-pocket expenses D2L may incur from or through shipping Capture Hardware.

CA6   Disclaimer of Warranty

CA6.01 Except as provided for in the Master Agreement and/or Capture Support Schedule and unless otherwise agreed, Desire2Learn disclaims all warranties, both express and implied with respect to Capture, including merchantability, fitness for a particular purpose, or arising from a course of performance, dealing, or usage of trade to the maximum extent permitted by law. With respect to Capture, these provisions shall supersede any other warranty provisions previously agreed by the Parties. If this absolute waiver of warranty is deemed non-enforceable by a court of competent jurisdiction, then the maximum liability D2L shall have with respect to Capture is the annual fee paid, or payable by the Client in the year in which the claim arose.

CA7   Disclaimer of Liability

CA7.01 To the maximum extent permitted by law, D2L disclaims all liabilities to Client, through any act or omission as it relates to the unlawful or unauthorized use of Capture. Client is solely responsible for all Client Information made available to or by Capture.

CA8   Indemnification

CA8.01 Client will indemnify, or where Client is prohibited by law from indemnifying, will be liable to D2L and/or the relevant D2L partner participating in the delivery of Capture, to the maximum extent permitted by law for any and all claims, losses and damages D2L and/or the relevant D2L partner participating in the delivery of Capture suffers as a result of the unlawful, unlicensed or misuse of the Branding, Client Information, and/or Capture by Authorized End Users.

CA9   Suspension and Termination Rights
CA9.01 D2L reserve the right to suspend or terminate, where feasible, any Authorized End User(s) for any breach or suspected breach of this Addendum or the Acceptable Use Policy for Capture, including any breach claimed by any person or entity that the Client Information or Branding infringes their intellectual property rights (e.g. a DMCA claim). D2L reserves the right to suspend or terminate, where feasible, all access to Capture if required to do so by law, or judicial order.

CLSS 1.01 Client Information Obligations. Client shall ensure that a process is established, maintained, and communicated to Authorized End Users with respect to any claim the Authorized End User may have with respect to the quality, accuracy, or appropriateness of Client Information provided over or via Capture. Client shall terminate an Authorized End User for any breach or suspected breach of this Addendum or Acceptable User Policy for Capture. D2L has no, and shall not incur any responsibility with respect to policing, or monitoring Client Information.

CA10 General

CA10.01 This Addendum shall supersede conflicting terms that may be found in the Master Agreement.

**AGREED AND ACCEPTED**

**D2L LTD.**

By: _________________________________

Name: _______________________________

Title: _______________________________

Date: _______________________________

**UNIVERSITY OF OREGON**

By: _________________________________

Name: _______________________________

Title: _______________________________

Date: _______________________________
DESIRE2LEARN CAPTURE SUPPORT SCHEDULE (ENTRY-LEVEL)

Support shall be as specified below. These terms are subject to change in the reasonable discretion of D2L after informing Client. Support fees are set forth in the Fees and Rates Schedule.

CS1 Definitions:

CS1.01 Entry-Level Support Hours mean 8:00 a.m. to 8:00 p.m. (GMT -5), Monday to Friday, except public holidays.

CS1.02 Client Capture Support means remote support for Capture, Software or Applications;

CS1.03 Emergency means an Incident that is time critical, materially impairs the use of Software and is essential to the operation of Client’s business.

CS1.04 General Support means access to the client web site, general notifications, advisories, and similar services.

CS1.05 Incident means a query regarding, or user-identified concern about, Capture Hardware, Software or Applications.

CS1.06 Supported Version means the current and most recent prior release of Capture Software or Applications.

CS2 Hardware Warranty

CS2.01 If applicable, for a period of one (1) year from the shipment date of the hardware, D2L provides limited parts and labour warranty for Capture Hardware ("Hardware Warranty Period") under the following terms:

CS2.02 Capture Hardware will substantially perform in the commercially reasonable manner expected to support Capture Software provided that Client or any other entity under Client’s implied or actual instruction has not attempted to, disassemble, modify or repair any portion of Capture Hardware ("Qualifying Defect"). After the Hardware Warranty Period, there is no warranty or condition of any kind on Capture Hardware unless supported by an Authorizing Document.

CS2.03 If in D2L’s sole and reasonable discretion, pursuant to the applicable Support Schedule, the Capture Hardware has a Qualifying Defect, D2L shall: (a) authorize Client to ship the affected Capture Hardware back to D2L or D2L’s designated affiliate or partner at Client’s own expense (FOB D2L or FOB D2L’s designated affiliate or partner), (b) provide Client, directly or with a local third-party affiliate or partner, with onsite technical assistance to address the Qualifying Defect or, (c) provide Client with replacement Capture Hardware (FOB D2L or D2L’s designated affiliate or partner). If D2L recommends onsite technical assistance, Client agrees to provide all commercially reasonable accommodations commensurate with onsite technical assistance. D2L will charge Client for the replacement Capture Hardware if the affected Capture Hardware has not been shipped to D2L within fifteen (15) days of D2L providing Client with the replacement Capture Hardware.

CS2.04 Upon receipt of the affected Capture Hardware, D2L shall replace at its own costs any or all components it deems necessary to repair the Capture Hardware. D2L shall ship at its own expense (FOB Client) the repaired/replaced Capture Hardware back to Client.

CS2.05 Without guarantee or liability, D2L will use commercially reasonable efforts to correct a Qualifying Defect in a timely manner.

CS2.06 Any Incident which is attributed to a Qualifying Defect shall be excluded from the Incident limits on the Fee and Rate Schedule.

CS2.07 Client acknowledges that there is no guarantee that data which may be present on the affected Capture Hardware will be preserved. Client will not hold D2L responsible, and D2L waives all liability and responsibility, for any losses or claims related to this Section.

CS2.08 Client may elect to extend the one (1) year Hardware Warranty Period for two additional years at any time before or during the Hardware Warranty Period by notifying D2L and paying the applicable fee.

CS2.09 If the agreement or Addendum which references this Schedule is terminated before the expiration of the Hardware Warranty Period, the hardware warranty provided under this section shall survive termination until it expires. After such termination, if Client submits an Incident under this section CS2 and it is found to be attributable to Capture Software and therefore not covered under section CS2, Client shall be required to pay an assessment fee not to exceed $500.00.

CS3 Authorized Support Contact Name(s) (ASC)

CS3.01 Client shall provide name(s) of the authorized contact(s) to D2L. Only Client’s authorized support contact(s) may contact D2L for Support under this Schedule. Contact may be made by phone or email methods.

CS3.02 D2L provides Client Capture Support during Entry-Level Support Hours. Outside Entry-Level Support Hours, Client Capture Support will be provided for an Emergency only.

CS3.03 Client Capture Support is available to record Incidents, explain the functions and features of Capture Hardware, Software or Applications and clarify the contents of Documentation.

CS3.04 Client may access D2L’s client web site (www.Desire2Learn.com) for information about how to obtain Capture Documentation and, for Capture Software, available Upgrades.

CS4 Incidents

CS4.01 Client is permitted to have their ASC’s contact D2L for Incident support based on the number of Incidents listed on the Fee & Rates Schedule. There may be a commercially reasonable charge, at D2L’s then current rates, for Incident support requested in excess of the contract amount.

CS5 Unsupported Versions

CS5.01 D2L will support versions other than Supported Versions or versions modified by Client at its sole discretion and on an as-available basis only. Client Capture Support for non-Supported Versions will be charged at 200% of the applicable Rate.
CS6  Remote Access

CS6.01  To allow D2L to assess Incidents in the Capture Hardware, Software or Applications, Client shall use reasonable efforts to permit D2L remote access to Client’s systems.

CS7  Additional Authorized Support Contact(s)

CS7.01  Additional Authorized Support Contact(s), beyond the one(s) currently included in the Fees and Rates Schedule, shall have a cost as described in the Fees and Rates Schedule.

CS8  Other services

CS8.01  Client may not use Client Capture Support for services other than Client Capture Support. Services not identified in this Schedule, including training, implementation, modifications, configuration and communications, will be charged at the Rates, except for out-of-pocket and per diem expenses.

CS9  Termination

CS9.01  Support is terminated when the relevant Schedule or Addendum expires or is terminated.

CS10  Reinstatement

CS10.01  If Client is in default for payment under the relevant Capture agreement, D2L may, at its option, (a) charge a reinstatement fee to reinstate Support and charge for future Support according to D2L’s then-current support policies; or (b) decline to provide Client Capture Support.
CONSULTING ADDENDUM

This Consulting Addendum, together with the Master Agreement, governs terms and conditions between University of Oregon and D2L relating to Deliverables produced under a Statement of Work.

C1   Intellectual Property

C1.01   Except as specifically set forth in a Statement of Work, D2L shall retain sole and exclusive ownership of and all intellectual property rights in the Deliverables, which include: tools, methodologies, questionnaires, responses, and proprietary research, data, requirements, specifications, and code generated in the course of performing the consulting services. D2L grants to Client a time-limited, non-exclusive, royalty-free license to use and to disclose the Deliverables, subject to the limitations set forth below.

C1.02   D2L may render services to others and develop work products that are competitive with, or functionally comparable to, the Deliverables. D2L shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the consulting services or producing Deliverables, provided that D2L shall not use or disclose any of Client’s Confidential Information.

C1.03   Unless otherwise stated, Client shall retain its rights in any proprietary material that Client supplies to D2L. If Client provides D2L with materials owned or controlled by Client or with use of, or access to, such materials, Client grants to D2L all rights and licenses that are necessary for D2L to fulfill its obligations under each Statement of Work for consulting services.

C2   Use of Deliverables

C2.01   Subject to payment in full of the applicable fees, D2L grants to Client for internal purposes only a worldwide, royalty-free, time-limited license to use, reproduce, and display the Deliverables. Client shall not make the Deliverables available to anyone outside of Client, without the prior written consent of D2L, except Client may share the Deliverables with (i) its outside auditors and/or accountants, (ii) third parties who have signed appropriate confidentiality agreements with Client who are engaged by Client to review or implement suggestions or to further research the issues contained in the Deliverables, and (iii) governmental or regulatory bodies as required by law.

C3   No Third-Party Beneficiaries

C3.01   This Addendum is for the benefit of the Parties only. None of its provisions are for the benefit of, or enforceable by, any third party. No third party shall have the right to (i) rely on the consulting services provided by D2L or (ii) seek to impose liability on D2L as a result of the consulting services or any Deliverables furnished to Client.

C4   Required Skills

C4.01   Professional services billing rates are dependent upon the scope of the engagement/implementation and the consulting skill levels required. Project Managers are assigned to oversee all professional services implementations at a rate dependent upon complexity of the project and skill level required.

C5   Content of Statement of Work

C5.01   Each Statement of Work authorized under this Consulting Addendum shall include, at a minimum, the following information:

C5.01.1 Project Name and Number
C5.01.2 Client Obligations
C5.01.3 Project ID
C5.01.4 Software Requirements Specifications
C5.01.5 Client Project Manager
C5.01.6 Intellectual property transfers (if any transfers are applicable)
C5.01.7 Client Technical Lead
C5.01.8 Project Start Date
C5.01.9 D2L Project Manager
C5.01.10 Project End Date
C5.01.11 D2L Technical Lead
C5.01.12 Project Location
C5.01.13 Project Description
C5.01.14 Project Price & expenses (if applicable)
C5.01.15 D2L Deliverables
C5.01.16 Special Conditions
C5.01.17 A reference to this Consulting Addendum.

AGREED AND ACCEPTED

D2L LTD.

By: ____________________________

Name: ____________________________

Title: ____________________________

Date: ____________________________

UNIVERSITY OF OREGON

By: ____________________________

[Authorized Signatory]

Name: ____________________________

Title: ____________________________

Date: ____________________________
# Fees and Rates Schedule

**Effective Date:**
- Term: 7 months
- **Client:** University of Oregon
- **User Type:** Active User
- **Support Type:** Standard
- **Instance Type:** Shared

**Fees and Rates Currency:** USD

<table>
<thead>
<tr>
<th>Component</th>
<th>Measure</th>
<th>Fees</th>
<th>Due</th>
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<tr>
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<tr>
<td><strong>Annual Fees:</strong></td>
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<tr>
<td><strong>Annual Fees Total:</strong></td>
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</tr>
<tr>
<td><strong>Additional Fees &amp; Rates</strong></td>
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<td></td>
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</tr>
<tr>
<td>Support Incident overage</td>
<td>Any incidents above the contracted amount</td>
<td>$45</td>
<td></td>
</tr>
<tr>
<td>Learning Environment Active User overage</td>
<td>per Active User in excess of contracted amount</td>
<td>TBD</td>
<td></td>
</tr>
<tr>
<td>Storage overage</td>
<td>Storage over 100 MB per Active User</td>
<td>$0.01 per MB/Month</td>
<td></td>
</tr>
</tbody>
</table>

| Optional/Additional Fees         |                                              |       |     |

| Consulting Rates                 |                                              |       |     |

| Position                         | Hourly Rate                                  |       |     |
| Level 3 Consultant/Architect/Manager | $300                        |       |     |
| Level 2 Consultant/Architect/Manager | $215                             |       |     |
| Level 1 Consultant               | $185                                         |       |     |
| Training                         | Daily Rate                                   |       |     |

| Maximum of twelve participants or a maximum of eight participants responsible for system administration. | TBD |

**Please note:**
- Rates For professional services may be modified on 90 days’ notice.
- Professional Services billing rates are dependent upon the scope of the engagement/implementation and the consulting skill levels required. Project Managers are assigned to oversee all professional services implementations at a rate dependent upon complexity of the project and skill level required.
- The Allocated Storage is the expected maximum amount of storage required by Client under this Master Agreement. Client may use additional storage above the Allocated Storage, but may be subject to additional fees. D2L provides Allocated Storage number for planning purposes.
- Travel and per diem expenses are not included in Consulting or Training Rates.
- After the initial 12-month period, fees may be increased by 5%.
- Optional products set out above and any other D2L offerings not contained in this Master Agreement may be subject to additional terms and conditions.
MASTER AGREEMENT

This Master Agreement, including its Addenda and Schedules ("Master Agreement") governs terms and conditions between University of Oregon, 720 E. 13th Ave., Suite 302, Eugene, OR 97401, an Oregon educational institution ("Client") and D2L Ltd., 715 St. Paul Street, Baltimore MD 21202, a Maryland corporation, or its subsidiaries, divisions or affiliates ("D2L") as listed in any Addendum to this Master Agreement.

1 Definitions

1.01 Active User means any person who registers for or is enrolled in one or more courses, and/or logs into the system in each consecutive 12-month period following the Effective Date.

1.02 Addendum is an executed document attached to this Master Agreement that provides specific terms and conditions of Products supplied to Client.

1.03 Applications mean D2L Software applications resident on D2L computers that Client is permitted to access and use through an Applications & Hosting Addendum.

1.04 Authorizing Document is any document signed or electronically agreed to by D2L and Client. An Authorizing Document may be an Addendum, a Statement of Work, an engagement letter, a purchase order letter, an e-mail (subject to reasonable authentication of sender’s authority) or similar document.

1.05 Client includes its employees, directors, officers, or agents, and to the extent they are specifically identified, its affiliates and subsidiaries.

1.06 Client Information includes course content, materials, personal information, and any other data that Client (or its authorized users) uploads or enters through its lawful use of Products and Services.

1.07 Confidential Information is information provided to one Party about the other Party’s products or services, business, affairs, computer systems, installations or clients, to the extent that the information might reasonably be expected to be confidential. Confidential information also includes Client information and personal information protected under privacy laws.

1.08 Consulting is implementation, development, or other assistance provided pursuant to an Addendum, Statement of Work or other Authorizing Document.

1.09 Deliverable is a tangible, verifiable work output such as a specification, programming, code, or other output developed under a Statement of Work.

1.10 Documentation is a document published by D2L for all clients such as a user’s manual, release notes or is otherwise designated as documentation. Documentation does not include sales and/or marketing materials.

1.11 Effective Date is the date that the Client signs this Master Agreement or Addendum, unless otherwise specified in the Addendum.

1.12 End Users are the persons who access, attempt to access or use the Software or Applications as a product during the course of this Master Agreement.

1.13 Enrolment means the total of each unique course registrations over the course of each consecutive 12-month period following the Effective Date. For clarity, if an End User is registered in 2 course offerings during a particular year, it will count as 2 Enrolments.

1.14 FTE means a count of the highest reported full-time equivalents over the course of a year. The FTE is typically based upon the FTE reported to the Integrated Post-secondary Data System (IPEDS).

1.15 Hosting is the use of Applications on D2L equipment within D2L facilities.

1.16 Intellectual Property is any present or future development work, copyright, patent, trade-mark, trade name, service mark, design, program, procedure and method of computation, trade secret, data model, invention, drawing, plan, specification, process or similar property.

1.17 License Fee is the fee paid to license the Software pursuant to a License Addendum.

1.18 Network is, collectively, D2L’s hardware, Software, communications, cabling and other related resources through which Client accesses services.

1.19 Party is D2L and Client.

1.20 Products and Services include Applications, Software, Hosting, Consulting and any other duty, function or task D2L performs under this Master Agreement.

1.21 Rates are D2L’s then-current charges for professional services it provides, except for out-of-pocket and per diem expenses.

1.22 Schedule is a document attached to this Master Agreement that is not an Addendum, or a document attached to an Addendum.

1.23 Software is a D2L software application or any part thereof in object code form licensed to or accessed by Client. Software also includes Upgrades provided under the Support Schedule, but does not include software applications developed under a Consulting Addendum or related Statement of Work.

1.24 Statement of Work (or Work Order) is a document created pursuant to a Consulting Addendum that specifies the roles and responsibilities of the Parties with respect to a particular engagement.

1.25 Support is support services provided pursuant to a Support Schedule, as more fully described in the Support Schedule.

1.26 Upgrades are modifications, templates and newer versions of Software and Applications provided by D2L that are made available generally to D2L clients. Upgrades do not include new independently-priced modules or utilities.

1.27 Vendor is a third party provider of products or services to D2L.

2 Warranties. For Products and Services provided under this Master Agreement, D2L warrants that:

2.01 Its employees are competent and appropriately trained to and will perform Consulting; and
2.02 Applications and Software will substantially perform according to applicable Documentation provided that Client (or D2L at Client’s request) has not modified Software.

2.03 Except as set forth in this Master Agreement, D2L makes no warranties, conditions, or guarantees, express or implied, oral or written, with respect to the Products and Services or Network. D2L does not warrant that Products and Services or Network are error-free. D2L makes no warranties of merchantability, fitness for a particular purpose, or arising from a course of performance, dealing, or usage of trade.

3 Confidentiality

3.01 No Party shall furnish Confidential Information to any unauthorized person or entity.

3.02 Neither Party shall be bound by confidentiality obligations if the Confidential Information (a) is required to be disclosed pursuant to court or regulatory order, provided that, where feasible, the owner of the Confidential Information is given a reasonable opportunity to limit the extent of disclosure; (b) was already rightfully in its possession before negotiations commenced that led to this Master Agreement; (c) is learned from a 3rd party under no apparent duty of confidentiality and is not otherwise protected under law; or (d) becomes part of the public domain other than as a result of a breach of this section and is not otherwise protected under law.

3.03 Nothing in this section is intended to prohibit D2L from issuing a mutually-acceptable press release, or naming Client in client listings or having Client’s name disclosed as part of the natural use of the Products and Services.

4 Proprietary Rights & Restrictions

4.01 D2L has all appropriate rights and interest in its Applications, Software, Documentation, Materials, Deliverables, and other Intellectual Property (collectively, the “IP”), and D2L reserves these rights and privileges in connection with the IP, except as expressly granted to Client pursuant to this Master Agreement or applicable Creative Commons License. Except as may be expressly granted in a Statement of Work, D2L does not transfer any title or interest in its IP. The IP contains valuable intellectual property of D2L and its licensors. The IP is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

4.02 Except as permitted by this Master Agreement, or applicable Creative Commons License Client shall not:

- attempt to decompile, disassemble, modify the source code of, or reverse engineer the IP;
- use, reproduce, transmit, modify, adapt or translate the IP;
- rent, lease, license, transfer, assign, sell or otherwise provide access to the IP on a temporary or permanent basis;
- alter, remove or cover proprietary notices in or on the IP.

4.03 Client owns and retains all right, title and interest to, or has appropriate possessory rights in Client Information. D2L makes no claim of license, title or ownership to Client Information.

4.04 Any default in Client’s obligations under this section may cause irreparable harm to D2L. If Client takes or threatens any action that may infringe on D2L’s IP rights, D2L may seek injunctive or other equitable relief in addition to any damages to which D2L may be entitled.

5 Indemnification

5.01 Claims. D2L may indemnify, defend and hold harmless Client from any direct costs, expenses, damages, judgments or settlements incurred because of an action or claim by 3rd parties alleging that Client’s use of Applications, Software, Deliverables or Documentation is an infringement of patent or registered trademark rights of a 3rd party in Canada or the United States, but only if Client (a) promptly notifies D2L in writing of any claim; (b) allows D2L to control the defense or settlement of the claim; and (c) takes no action that, in D2L’s reasonable judgment, impairs D2L’s defense of the claim.

5.02 Exclusions and Limitations. This indemnity shall not apply to the extent that the infringement claim results from (a) Client’s unauthorized modification to Applications, Deliverables or Software; (b) Client’s failure to install an Upgrade that would have avoided the claim; (c) the combination of the Software or Deliverables with 3rd party products where the 3rd party products are or reasonably should be governed by an agreement between Client and the 3rd party; or (d) D2L’s compliance with specifications furnished by Client.

5.03 D2L Options. If a claim arises, D2L shall (a) substitute equivalent non-infringing Applications or Software; (b) modify the Applications or Software so that they no longer infringe but remain functionally equivalent; or (c) if neither (a) nor (b) is reasonably feasible, cancel the Addendum, and refund the unused pro-rated amounts.

5.04 Entire Liability. This section states the entire liability and obligation of D2L regarding infringement claims.

6 Liability Limitations

6.01 D2L’s liability to Client for damages, costs, losses or expenses provided pursuant to this Master Agreement, in contract, tort or otherwise, (except for the Indemnification section) is limited to six months of fees paid under the relevant Addendum or Statement of Work under which the claim arose. The liability limitation is commensurate with the consideration paid under this Master Agreement.

6.02 Neither Party is liable for indirect, consequential or incidental damages, including loss of revenue, profits or data, even if the other Party had advised of the possibility of such damages. Each Party is liable to the other for direct losses and expenses incurred by the other Party as a result of any breach of the Confidentiality Section, and Client is liable to D2L against all direct losses and expenses incurred as any result of a breach of the Proprietary Rights & Restrictions Section.
Client is responsible for the content of its and its End User’s transmissions, including Client Information, over D2L’s Network. Client agrees that it and its End Users will not use the Network for illegal purposes, to infringe the rights of a 3rd party, or to interfere with or disrupt the Network (“Disruption”). Disruptions include distribution of unsolicited advertising or chain letters, defamatory, libelous or offending content, propagation of computer worms and viruses, and unauthorized use of the Network to enter, or attempt to enter, another Network machine or Organizational Instance. If a Disruption occurs, D2L may, in its reasonable discretion, immediately remove the Disruption, terminate the mode of communication, suspend Client’s and its End User’s access to Network or terminate this Master Agreement, and Client is liable to D2L for claims arising from any Disruption.

6.04 No act or omission by D2L under this Master Agreement shall be interpreted or construed as being for the benefit of, or creating any D2L obligation toward, any 3rd party or legal entity other than Client.

7 Payment Terms & Taxes
7.01 D2L emails invoices to the address listed as Invoice Recipient. Unless otherwise agreed payment is due within 30 days of the issue date noted on the invoice. Late payments will be subject to an interest charge of 1.5% per month or 19.56% APR.
7.02 If D2L incurs costs in collecting overdue invoices, Client is responsible for reimbursing D2L for collection costs, including reasonable legal fees.
7.03 All fees and rates stated in this Master Agreement do not include taxes of any kind, which taxes shall be added to Client's invoices. Client shall pay taxes promptly to D2L if D2L is required by law to collect them, except for taxes payable upon the income or capital of D2L. If Client is tax exempt, Client shall furnish to D2L its certificate upon request.
7.04 Client shall not deduct or set-off any amount from payments due to D2L.
7.05 D2L may accept payment from any entity without accepting that entity as Client and without waiving any provision against assignment. D2L may accept partial payments for amounts due without waiving its right to payment in full of all outstanding amounts.

8 Excusable Delay
8.01 If a Party cannot perform any of its obligations under this Master Agreement because of natural disaster, actions of governmental bodies, strikes, lockouts, riots, acts of war, communication line failures, power failures, fires or similar events or circumstances outside that Party's control, the Party who cannot perform shall promptly notify the other in writing, and shall do everything reasonably possible to resume performance. Upon receipt of notice, and except for accrued payment-related obligations, all obligations under this Master Agreement are immediately suspended. If the period of non-performance exceeds 60 days from the receipt of notice, the Party receiving the notice may terminate this Master Agreement with written notice within 30 days.

9 Term & Termination
9.01 Master Agreement. This Master Agreement shall continue until all Addenda are terminated, or may be terminated as specified elsewhere in this Master Agreement or as follows:
9.01.1 by either Party if the other breaches the provisions of Confidentiality, Import/Export Restrictions and Proprietary Rights & Restrictions sections;
9.01.2 by either Party if the other Party materially or repeatedly (which in the aggregate is material) defaults in performing its duties or obligations under this Master Agreement for a period of 60 days after written notice is given to the defaulting Party, unless the default is cured within the 60 day period; and
9.01.3 by either Party in the event the other Party ceases conducting business in the normal course, become insolvent, makes a general assignment for the benefit of creditors, seeks creditor protection, suffers or permits the appointment of a receiver for its business or assets, or becomes bankrupt
9.01.4 by D2L if Client fails to pay an invoice, which is not the subject of a good faith dispute, provided that the invoice remains unpaid 30 days after D2L's subsequent notice to Client that payment is required.

10 Rights on Termination; Survival
10.01 On termination, all rights and obligations of the Parties cease except payment obligations.
10.02 Client shall return all copies of Software, Documentation and Materials within 30 days of termination.
10.03 Survivability. The Confidentiality, Proprietary Rights & Restrictions, Indemnification (to the extent the claim arose before the relevant Addendum was terminated), Liability Limitations, and the General sections shall survive termination of this Master Agreement, regardless of the reason for the termination.
10.04 D2L will delete or destroy Client files and data residing on D2L Networks 30 days after termination, unless otherwise agreed in writing.

11 Assignment
11.01 Neither this Master Agreement nor any rights hereunder may be assigned or transferred by Client, whether directly or by operation of law, without the prior written consent of D2L. D2L’s consent may be conditioned upon the payment of additional fees to D2L in amounts determined by D2L.
11.02 Deemed Assignment. A change of control of Client, sale of substantially all of the assets of Client, merger or consolidation involving Client or any affiliate of Client effecting a change of control of Client, is deemed an assignment or transfer of this Master Agreement and the rights under it by operation of law requiring the prior written consent of D2L.
11.03 Assignment Void. Any assignment or transfer of this Master Agreement or the Product without the prior written consent of D2L shall constitute a material breach of this Master Agreement. Subject to the foregoing, this Master Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns. Any attempted transfer or assignment prohibited by this Master Agreement is null and void.
12 General

12.01 Governing Law. This Master Agreement is governed by the laws of state of Maryland, without regard to its conflict of laws principles. Legal action arising pursuant to this Master Agreement shall be filed in the courts of state of Maryland. The United Nations Commission on International Trade Law Conventions on Contracts for the International Sales of Goods and Related Transactions is specifically excluded from this Master Agreement. The Parties waive any right to a jury trial. This section maybe modified under the F&R Schedule upon a showing by Client of applicable law requiring a different jurisdiction.

12.02 Conflicting between Master Agreement and Addendum or other Authorizing Document. An Addendum shall supersede the provisions of this Master Agreement where the documents are in conflict. The Master Agreement shall supersede the provisions of an Authorizing Document, unless the Authorizing Document refers to the provision of the Master Agreement it supersedes. No Addendum or Authorizing Document modifies any other Addendum or Authorizing Document unless the Parties agree in writing.

12.03 RemediesCumulative. All rights and remedies under this Master Agreement are cumulative and in addition to all other rights and remedies of either Party at law or in equity.

12.04 Notices. All notices shall be in writing and delivered (a) by hand, (b) by registered mail, postage prepaid, return receipt requested, (c) reputable overnight delivery service, or (d) by facsimile, provided that the sender retains proof of successful transmission. All notices shall be deemed received, if delivered by hand, on the date of delivery; if mailed, on the date of receipt appearing on the return receipt card; if sent by courier, on the date recorded by the courier company as having been received by the addressee; or, if sent by facsimile, on the date of receipt by the facsimile machine when it reports that the transmission is complete. Notices shall be sent or faxed to the names, addresses and numbers set forth below the signature lines to this Master Agreement.

12.05 Import/Export Controls. Client shall comply with all applicable export, re-export and foreign policy laws that may be imposed by the Canadian/United States government.

12.06 Non-solicitation. During the term of this Master Agreement, and for 1 year following its termination, neither Party shall recruit or solicit any employee of the other Party, including as an independent contractor or consultant, without that Party’s prior written consent.

12.07 Products and Services Analysis. To deliver the Products and Services required under this Master Agreement, Desire2Learn may collect, analyze, and interpret data elements acquired by, associated with, or provided in the use of Applications and Software (“Product and Service Analysis”). All individual data elements of the Product and Service Analysis are property of their respective owners and shall be governed by the Confidentiality and Intellectual Property provisions of this Master Agreement. All algorithm, computational, or cumulative results of the Product and Service Analysis are wholly-owned by Desire2Learn. This provision is in addition to, and not a substitute for, any other provision of this Master Agreement.

12.08 Entire Agreement. This Master Agreement contains the entire understanding between the Parties with respect to its subject matter. All prior agreements, representations, inducements and negotiations, and any and all existing contracts previously executed between the Parties with respect to this subject matter are superseded hereby.

12.09 Amendment/Waivers. No amendment, modification, termination or waiver of any provision of this Master Agreement is effective unless it is in writing and signed by both Parties. Any waiver or consent shall be effective only in the specific instance and purpose for which it was given. Terms or conditions that Client purports to include in a purchase order or similar instrument are void and of no force and effect.

12.10 Severability. If a court declares void or unenforceable any term of this Master Agreement, the remaining terms and provisions of this Master Agreement shall remain unimpaired and the invalid term shall be replaced by a valid term that comes closest to the intention underlying the invalid term.

12.11 Independent Parties. Neither Party is an agent, employee, partner, joint venturer or legal representative of the other.

AGREED AND ACCEPTED

D2L LTD. 

By: 

Name: 

Title: 

Date: 

(University of Oregon) 

By: 

Name: 

Title: 

Date: 

(Authorized Signatory)
NOTE INFORMATION

D2L LTD.

To: John Baker
Title: President
Copy to: Legal Department
Fax: 519 772 0324
Address: 715 Saint Paul Street
Baltimore, MD 21202

UNIVERSITY OF OREGON

To: ____________________________
Title: ____________________________
Fax: ____________________________
Address: ____________________________

INVOICING INFORMATION

INVOICE RECIPIENT

Name: ____________________________
Title: ____________________________
Fax: ____________________________
Phone: ____________________________
Address: ____________________________
Email: ____________________________

PAYABLE ENQUIRY

Name: ____________________________
Title: ____________________________
Fax: ____________________________
Phone: ____________________________
Address: ____________________________
Email: ____________________________

Note: all invoices are provided via e-mail, unless otherwise requested in writing.
APPENDIX & HOSTING ADDENDUM

This Applications & Hosting Addendum, together with the Master Agreement, governs terms and conditions between University of Oregon and D2L relating to Applications.

A1 Definitions

A1.01 Terms not defined in this Addendum shall have the meanings given to them in the Master Agreement.
A1.02 Available means the material components of the Applications are available for Client's use.
A1.03 Downtime means those times in which material components of the Applications are not Available but shall not include Emergency Unavailability and Scheduled Unavailability.
A1.04 Emergency Unavailability means those times when material components of the Applications are unavailable for Client use resulting from the existence or repair of software bug/virus/worm, hardware failure, 3rd party communication failure, force majeure (excusable delay), Disruption (as defined in the Master Agreement), or other event that is outside Desire2Learn's commercially reasonable efforts to mitigate unavailability through industry standard processes and network design or those unavailable events arising from Client error or negligence.
A1.05 Measurement Period means each calendar month commencing from the Effective Date. For purposes of clarification each calendar month shall constitute a distinct Measurement Period.
A1.06 Scheduled Unavailability means the times in which the material components of the Applications are not Available: 1) in accordance with posted maintenance schedules which may, in the sole discretion of Desire2Learn, be changed from time-to-time on 30 days' notice, or; 2) as a result of an agreement between Client and Desire2Learn, for example, to accomplish an Upgrade.

A2 Grant of Use

A2.01 Upon the Effective Date, D2L shall permit to Client to use Applications in a non-exclusive, non-transferable, time-limited (revoked upon termination) manner as set forth in the attached Fees and Rates Schedule by the specified number of Active Users. Should Client not pay according to Section A5, this Addendum is terminated.

A3 Term

A3.01 This Addendum shall be effective for 6 months from the Effective Date listed in the below Fees and Rates Schedule ("Initial Term").
A3.02 Automatic renewal. At the end of the Initial Term, this Addendum shall be extended for additional consecutive terms equal in duration to the initial term, unless and until either Party notifies the other of its intent to terminate or modify this Addendum at least 60 days before the end of the then-current term.

A4 Support

A4.01 Support services are set forth in the Support Schedule attached to this Addendum and are coterminous with this Addendum.
A4.02 Modifications to Applications or Hosting. D2L may modify the Applications or Hosting. D2L will advise Client of material Modifications where feasible.

A5 Payments

A5.01 Client shall pay the fees as per the Fees and Rates Schedule, or, for additional work, as specified in an Authorizing Document.

A6 Use of Applications

A6.01 Client may use or access Applications for its use only. No 3rd party, other educational institution or business group or entity other than that identified in the attached Schedules(s) may make use of, or obtain access to, Applications without a separate Agreement.
A6.02 Audit. D2L may view the Client's site no more than twice a year for the purpose of ensuring compliance by Client with the terms of this Master Agreement. If the audit reveals that Client's use of Applications exceeds its permitted use, Client shall pay D2L's then-current fees and reasonable administrative fees.

A7 Service Objectives

A7.01 Availability. Throughout each Measurement Period the material components of the Applications shall be Available at least 99.9% of the time.
A7.02 Downtime and Emergency Unavailability. Desire2Learn shall undertake commercially reasonable efforts to rectify any Downtime or Emergency Unavailability.
A7.03 Notice of Emergency Unavailability. If possible, Desire2Learn shall make commercially reasonable efforts to provide Client reasonable notice prior to making the material components of the Applications unavailable for Client use during Emergency Unavailability.
A7.04 Reporting, Investigation & Classification. Client shall report incidents to Desire2Learn Support that it considers Downtime immediately, but in no event later than 24 hours from when Client became aware of, or reasonably should have become aware of, the occurrence; failure to do so shall disentitle Client to any credit for that incident under this Schedule. In reporting, Client shall provide Desire2Learn sufficient information to investigate and classify the incident, including: date, duration, and description of occurrence. Desire2Learn shall investigate and reasonably classify any reported outage/occurrence as Scheduled Unavailability, Emergency Unavailability, or Downtime. In making its classification, Desire2Learn shall rely solely upon its own statistics software and monitoring equipment.
**D7.05** Downtime Credit. If after investigation and classification, Desire2Learn determines that Downtime during the Measurement Period was such that Availability fell below the level stated in this Schedule, Client shall be entitled to a credit on hosting fees during the relevant Measurement Period, calculated on the following basis:

<table>
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<tr>
<th>Availability</th>
<th>Client credit</th>
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<tbody>
<tr>
<td>$99.9% \leq x$</td>
<td>N/A</td>
</tr>
<tr>
<td>$99.5% \leq x &lt; 99.9%$</td>
<td>1% of Client's Hosting fee</td>
</tr>
<tr>
<td>$99% \leq x &lt; 99.5%$</td>
<td>2.5% of Client's Hosting fee</td>
</tr>
<tr>
<td>$98% \leq x &lt; 99%$</td>
<td>5% of Client's Hosting fee</td>
</tr>
<tr>
<td>$x &lt; 98%$</td>
<td>10% of Client's Hosting fee</td>
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</table>

**D7.06** Credit Sole Remedy. Any credit so determined may only be applied against subsequent Hosting fees on renewal of the Applications & Hosting Addendum and shall be Client's sole remedy if that Availability falls below the level stated in this Schedule.

**A8** Additional Active Users

**A8.01** Client may increase its number of Active Users upon paying the appropriate fee.

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**AGREED AND ACCEPTED**

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<td><strong>D2L LTD.</strong></td>
<td><strong>UNIVERSITY OF OREGON</strong></td>
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<td><strong>By:</strong></td>
<td>(Authorized Signatory)</td>
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1 $x =$ Availability
The Video Note Tool Addendum

This The Video Note Tool Addendum, together with the Master Agreement, governs terms and conditions between University of Oregon and D2L relating to the Video Note Tool ("VNT") feature of the Desire2Learn Learning Environment.

VN1 Definitions

VN1.01 Amazon Cloud means the Amazon Elastic Compute Cloud and Amazon Web Services platforms provided by Amazon.com Inc., a Washington corporation.

VN1.02 Data includes the schema comprised of (i) Desire2Learn Learning Environment database elements (the instance name, org name, org id, org unit id, username, title, description, data/time and location); and (ii) the content created, uploaded and downloaded to the Amazon Cloud by the End User.

VN1.03 Service means the VNT feature of the Desire2Learn Learning Environment in combination with Amazon Cloud.

VN1.04 URL means the uniform resource locator generated by the VNT Service for a specific VNT Data element such as video.

VN2 Disclaimer of Warranty

VN2.01 VNT Service is a beta service. To the maximum extent permitted by law, D2L disclaims all warranties, both express and implied with respect to the VNT Service, including warranties of merchantability or fitness for a particular purpose, or warranties arising from a course of performance, dealing or usage of trade. With respect to the VNT Service, these provisions shall supersede any other warranty provisions previously agreed by the Parties.

VN3 Limitation of Liability

VN3.01 To the maximum extent permitted by law, D2L disclaims all liability to Client for any act or omission relating to the unlawful or unauthorized use of the VNT Service. The maximum liability D2L shall have with respect to the VNT Service is the annual fee paid by the Client for the VNT Service in the year in which the claim arose.

VN4 Indemnification

VN4.01 Client understands that the VNT Service is provided by D2L through Amazon Cloud, a third Party service used by D2L.

VN4.02 Notwithstanding anything to the contrary in the Master Agreement or other Authorizing Document, Client will indemnify, or where Client is prohibited by law from indemnifying, will be liable to D2L and/or the relevant D2L partner participating in the delivery of the VNT Service, to the maximum extent permitted by law for any and all claims, losses and damages D2L and/or the relevant D2L partner participating in the delivery of the VNT Service suffers as a result of the unlawful, unlicensed or misuse of the Branding, Client Information, and/or the VNT Service by Authorized End Users.

VN5 Security and Personally Identifiable Information

VN5.01 Client and its End Users use the VNT Service at their own risk. D2L is not responsible for the VNT Data. D2L does not, and disclaims any obligation to, police, monitor or control the VNT Data.

VN5.02 D2L does not control the Amazon Cloud. D2L recommends that Client implement appropriate policies and procedures, including restrictions on VNT Data, to govern the personal information that may be processed in the course of use of the VNT Service as well as the acceptable use of the VNT Service by End Users.

VN6 Usage

VN6.01 Clients are responsible for managing their storage and bandwidth usage by utilizing the provided VNT functions to assist with monitoring and purging of videos.

VN6.02 Client may receive an initial storage and bandwidth package calculated per user type and per year at no charge; the amount of storage and bandwidth in this initial package is as set forth in the Fees and Rates Schedule. If Client exceeds the storage and bandwidth in the initial package, Clients are responsible for all additional storage and bandwidth charges incurred through their and their End Users’ use of the VNT Service. Storage and bandwidth usage are calculated at the end of each month and accrued on an annual basis. Overage rates are set out on the Fees and Rates Schedule or the attached quote, as the case may be. Fees and rates for such additional storage and bandwidth may be subject to change at any time, at D2L’s sole discretion, upon 30 days’ prior written notice to Client.

VN7 Suspension and Termination Rights

VN7.01 The Parties reserve the right to suspend or terminate this Addendum at any time without penalty.

VN7.02 D2L may suspend or terminate the VNT Service for any breach of this Addendum, including any breach claimed by any third Party that VNT Data infringes their intellectual property rights (e.g., a DMCA claim).

VN7.03 D2L reserves the right to suspend or terminate access to the Amazon Cloud or the VNT Service at any time without notice.

VN7.04 Unused prepaid amounts for the VNT Service are eligible to be refunded on a pro-rata basis if D2L has terminated this Addendum for convenience. There is no right to any refund of prepaid amounts for any other reason.

VN8 Support

VN8.01 Support services shall be provided in accordance with the Support Schedule attached to the Applications Hosting Addendum.

VN9 Term
This Addendum shall be coterminous with the Applications Hosting Addendum, as amended.

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<th>UNIVERSITY OF OREGON</th>
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</table>
Support Schedule (Standard)

Support shall be as specified below. These terms are subject to change in the reasonable discretion of D2L after informing Client. Support fees are set forth in the fees and Rates Schedule.

S1 Definitions

S1.01 Business Hours mean 8:00 a.m. to 8:00 p.m., Monday to Friday, except public holidays, in Client’s time zone.
S1.02 Client Support means Software or Applications remote support.
S1.03 Emergency means an Issue that is time critical, materially impairs the use of Software and is essential to the operation of Client’s business.
S1.04 General Support means access to the client web site, general notifications, advisories, and similar services.
S1.05 Issue means a query regarding, or user-identified concern about, Software or Applications.
S1.06 Supported Version means the current and most recent prior release.

S2 Authorized Support Contact Name(s) (ASC)

S2.01 Client shall provide name(s) of the authorized contact(s) to D2L. Only Client’s authorized support contact(s) may contact D2L for Support under this Schedule. Contact may be made by phone or email methods.
S2.02 D2L provides Client Support during Business Hours. Outside Business Hours, Client Support will be provided for an Emergency only.
S2.03 Client Support is available to record Issues, explain the functions and features of Software and clarify the contents of Documentation.
S2.04 Client may access D2L’s client web site (www.Desire2Learn.com) for information about how to obtain Documentation and, for Software, available Upgrades.

S3 Unsupported Versions

S3.01 D2L will support versions other than Supported Versions or versions modified by Client at its sole discretion and on an as-available basis only. Client Support for Unsupported Versions will be charged at 200% of the applicable Rate.

S4 Remote Access

S4.01 To allow D2L to assess Issues in the Software, Client shall use reasonable efforts to permit D2L remote access to Client’s systems.

S5 Additional Authorized Support Contact(s)

S5.01 Additional Authorized Support Contact(s), beyond the one(s) currently included in the Fees and Rates Schedule, shall have a cost as described in the Fees and Rates Schedule.

S6 Other services

S6.01 Client may not use Client Support for services other than Client Support. Services not identified in this Schedule, including training, implementation, modifications, configuration and communications, will be charged at the Rates, except for out-of-pocket and per diem expenses.

S7 Language of Support

S7.01 All Support will be provided in the English language unless agreed otherwise. If Support is provided in another language without written agreement or modification through an Authorizing Document then there is no guarantee of follow-up or to provide further Support in a language other than English.

S8 Termination

S8.01 Support is terminated when the relevant Addendum expires or is terminated.

S9 Reinstatement

S9.01 If Client is in default for payment under the Master Agreement, D2L may, at its option, (a) charge a reinstatement fee to reinstate Support and charge for future Support according to D2L’s then-current support policies; or (b) decline to provide Client Support.
CAPTURE HARDWARE, SOFTWARE AND APPLICATIONS ADDENDUM

This Desire2Learn® Capture Hardware, Software and Applications Addendum, together with the Master Agreement, governs terms and conditions between University of Oregon and D2L relating to licensed software.

CA1  Definitions

CA1.01  Acceptable Use Policy for Capture means the rules governing the use of Capture by Client and its Authorized End Users, as may be published at www.desire2learn.com/legal/capture.

CA1.02  Authorized End Users are those individuals who have been granted permission by the Client to use Capture.

CA1.03  Branding means the trade-marks, service-marks, colour schemes, names and fonts used by any Party for purposes of communication, identification, and marketing.

CA1.04  Capture means anything related to Capture Hardware, Capture Software or Capture Applications.

CA1.05  Capture Applications means those Applications provided by D2L to Client under this Addendum.

CA1.06  Capture Hardware means the physical computing hardware including applicable peripherals that may be provided by D2L or its vendors to Client under this Addendum.

CA1.07  Capture Software means those object code elements provided by D2L to Client under this Addendum that are resident on Capture Hardware, or Client hardware.

CA2  Capture Deployment

CA2.01  Where applicable, D2L and Client will execute a Statement of Work or other applicable document that outlines the Branding elements, and other applicable requirements pertaining to Capture. There is no transfer of Intellectual Property rights with respect to Capture unless agreed in writing.

CA3  Use of Branding and Trademarks.

CA3.01  Client grants D2L non-exclusive, worldwide permission to use its Branding in accordance with Client’s reasonable branding use guidelines or similar documentation, for the sole purpose of creating, distributing and maintaining a Client branded version of Capture, in accordance with the Statement of Work or other applicable document. D2L will not use Client’s Branding for any other purpose without the express written consent of Client.

CA4  Grant of Licence

CA4.01  D2L only grants Client and its Authorized End Users a non-exclusive, time limited right to use Capture, subject to the then current Acceptable Use Policy for Capture. The use of Capture may include the presentation of Client Information and Branding. Client Information as defined in the Master Agreement includes any content that Client makes available to the Authorized End User of Capture under this Addendum. Each Party retains their respective Intellectual Property rights.

CA5  Hardware Delivery

CA5.01  If Client purchases Capture Hardware under this Addendum, Client becomes owner of the Capture Hardware once D2L or D2L’s designated affiliate or partner ships the Capture Hardware to Client (FOB shipping point of origin). Client is responsible for all shipping and related costs and shall reimburse D2L for any out-of-pocket expenses D2L may incur from or through shipping Capture Hardware.

CA6  Disclaimer of Warranty

CA6.01  Except as provided for in the Master Agreement and/or Capture Support Schedule and unless otherwise agreed, Desire2Learn disclaims all warranties, both express and implied with respect to Capture, including merchantability, fitness for a particular purpose, or arising from a course of performance, dealing, or usage of trade to the maximum extent permitted by law. With respect to Capture, these provisions shall supersede any other warranty provisions previously agreed by the Parties. If this absolute waiver of warranty is deemed non-enforceable by a court of competent jurisdiction, then the maximum liability D2L shall have with respect to Capture is the annual fee paid, or payable by the Client in the year in which the claim arose.

CA7  Disclaimer of Liability

CA7.01  To the maximum extent permitted by law, D2L disclaims all liabilities to Client, through any act or omission as it relates to the unlawful or unauthorized use of Capture. Client is solely responsible for all Client Information made available to or by Capture.

CA8  Indemnification

CA8.01  Client will indemnify, or where Client is prohibited by law from indemnifying, will be liable to D2L and/or the relevant D2L partner participating in the delivery of Capture, to the maximum extent permitted by law for any and all claims, losses and damages D2L and/or the relevant D2L partner participating in the delivery of Capture suffers as a result of the unlawful, unlicensed or misuse of the Branding, Client Information, and/or Capture by Authorized End Users.

CA9  Suspension and Termination Rights
CA9.01 D2L reserve the right to suspend or terminate, where feasible, any Authorized End User(s) for any breach or suspected breach of this Addendum or the Acceptable Use Policy for Capture, including any breach claimed by any person or entity that the Client Information or Branding infringes their intellectual property rights (e.g. a DMCA claim). D2L reserves the right to suspend or terminate, where feasible, all access to Capture if required to do so by law, or judicial order.

CLSS 1.01 Client Information Obligations. Client shall ensure that a process is established, maintained, and communicated to Authorized End Users with respect to any claim the Authorized End User may have with respect to the quality, accuracy, or appropriateness of Client Information provided over or via Capture. Client shall terminate an Authorized End User for any breach or suspected breach of this Addendum or Acceptable User Policy for Capture. D2L has no, and shall not incur any responsibility with respect to policing, or monitoring Client Information.

CA10 General

CA10.01 This Addendum shall supersede conflicting terms that may be found in the Master Agreement.

<table>
<thead>
<tr>
<th>AGREED AND ACCEPTED</th>
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<tbody>
<tr>
<td>D2L LTD.</td>
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<tr>
<td>By:</td>
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<tr>
<td>___________________</td>
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<tr>
<td>Name:</td>
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<table>
<thead>
<tr>
<th>UNIVERSITY OF OREGON</th>
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<tbody>
<tr>
<td>By:</td>
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<tr>
<td>___________________</td>
</tr>
<tr>
<td>(Authorized Signatory)</td>
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<tr>
<td>Name:</td>
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<td>Title:</td>
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</table>
**Desire2Learn Capture Support Schedule (Entry-Level)**

Support shall be as specified below. These terms are subject to change in the reasonable discretion of D2L after informing Client. Support fees are set forth in the Fees and Rates Schedule.

**CS1  Definitions:**

CS1.01 Entry-Level Support Hours mean 8:00 a.m. to 8:00 p.m. (GMT -5), Monday to Friday, except public holidays.

CS1.02 Client Capture Support means remote support for Capture, Software or Applications;

CS1.03 Emergency means an Incident that is time critical, materially impairs the use of Software and is essential to the operation of Client’s business.

CS1.04 General Support means access to the client web site, general notifications, advisories, and similar services.

CS1.05 Incident means a query regarding, or user-identified concern about, Capture Hardware, Software or Applications.

CS1.06 Supported Version means the current and most recent prior release of Capture Software or Applications.

**CS2  Hardware Warranty**

CS2.01 If applicable, for a period of one (1) year from the shipment date of the hardware, D2L provides limited parts and labour warranty for Capture Hardware ("Hardware Warranty Period") under the following terms:

CS2.02 Capture Hardware will substantially perform in the commercially reasonable manner expected to support Capture Software provided that Client or any other entity under Client’s implied or actual instruction has not attempted to, disassemble, modify or repair any portion of Capture Hardware ("Qualifying Defect").

CS2.03 If in D2L’s sole and reasonable discretion, pursuant to the applicable Support Schedule, the Capture Hardware has a Qualifying Defect, D2L shall: (a) authorize Client to ship the affected Capture Hardware back to D2L or D2L’s designated affiliate or partner at Client’s own expense (FOB D2L or FOB D2L’s designated affiliate or partner), (b) provide Client, directly or with a local third-party affiliate or partner, with onsite technical assistance to address the Qualifying Defect or, (c) provide Client with replacement Capture Hardware (FOB D2L or D2L’s designated affiliate or partner). If D2L recommends onsite technical assistance, Client agrees to provide all commercially reasonable accommodations commensurate with onsite technical assistance. D2L will charge Client for the replacement Capture Hardware if the affected Capture Hardware has not been shipped to D2L within fifteen (15) days of D2L providing Client with the replacement Capture Hardware.

CS2.04 Upon receipt of the affected Capture Hardware, D2L shall replace at its own costs any or all components it deems necessary to repair the Capture Hardware. D2L shall ship at its own expense (FOB Client) the repaired/replaced Capture Hardware back to Client.

CS2.05 Without guarantee or liability, D2L will use commercially reasonable efforts to correct a Qualifying Defect in a timely manner.

CS2.06 Any Incident which is attributed to a Qualifying Defect shall be excluded from the Incident limits on the Fee and Rate Schedule.

CS2.07 Client acknowledges that there is no guarantee that data which may be present on the affected Capture Hardware will be preserved. Client will not hold D2L responsible, and D2L waives all liability and responsibility, for any losses or claims related to this Section.

CS2.08 Client may elect to extend the one (1) year Hardware Warranty Period for two additional years at any time before or during the Hardware Warranty Period by notifying D2L and paying the applicable fee.

CS2.09 If the agreement or Addendum which references this Schedule is terminated before the expiration of the Hardware Warranty Period, the hardware warranty provided under this section shall survive termination until it expires. After such termination, if Client submits an Incident under this section CS2 and it is found to be attributed to Capture Software and therefore not covered under section CS2, Client shall be required to pay an assessment fee not to exceed $500.00.

**CS3  Authorized Support Contact Name(s) (ASC)**

CS3.01 Client shall provide name(s) of the authorized contact(s) to D2L. Only Client’s authorized support contact(s) may contact D2L for Support under this Schedule. Contact may be made by phone or email methods.

CS3.02 D2L provides Client Capture Support during Entry-Level Support Hours. Outside Entry-Level Support Hours, Client Capture Support will be provided for an Emergency only.

CS3.03 Client Capture Support is available to record Incidents, explain the functions and features of Capture Hardware, Software or Applications and clarify the contents of Documentation.

CS3.04 Client may access D2L’s client web site (www.Desire2Learn.com) for information about how to obtain Capture Documentation and, for Capture Software, available Upgrades.

**CS4  Incidents**

CS4.01 Client is permitted to have their ASC’s contact D2L for Incident support based on the number of Incidents listed on the Fee & Rates Schedule. There may be a commercially reasonable charge, at D2L’s then current rates, for Incident support requested in excess of the contract amount.

**CS5  Unsupported Versions**

CS5.01 D2L will support versions other than Supported Versions or versions modified by Client at its sole discretion and on an as-available basis only. Client Capture Support for non-Supported Versions will be charged at 200% of the applicable Rate.
CS6  Remote Access
CS6.01  To allow D2L to assess Incidents in the Capture Hardware, Software or Applications, Client shall use reasonable efforts to permit D2L remote access to Client’s systems.

CS7  Additional Authorized Support Contact(s)
CS7.01  Additional Authorized Support Contact(s), beyond the one(s) currently included in the Fees and Rates Schedule, shall have a cost as described in the Fees and Rates Schedule.

CS8  Other services
CS8.01  Client may not use Client Capture Support for services other than Client Capture Support. Services not identified in this Schedule, including training, implementation, modifications, configuration and communications, will be charged at the Rates, except for out-of-pocket and per diem expenses.

CS9  Termination
CS9.01  Support is terminated when the relevant Schedule or Addendum expires or is terminated.

CS10  Reinstatement
CS10.01  If Client is in default for payment under the relevant Capture agreement, D2L may, at its option, (a) charge a reinstatement fee to reinstate Support and charge for future Support according to D2L’s then-current support policies; or (b) decline to provide Client Capture Support.
CONSULTING ADDENDUM

This Consulting Addendum, together with the Master Agreement, governs terms and conditions between University of Oregon and D2L relating to Deliverables produced under a Statement of Work.

C1 Intellectual Property

C1.01 Except as specifically set forth in a Statement of Work, D2L shall retain sole and exclusive ownership of and all intellectual property rights in the Deliverables, which include: tools, methodologies, questionnaires, responses, and proprietary research, data, requirements, specifications, and code generated in the course of performing the consulting services. D2L grants to Client a time-limited, non-exclusive, royalty-free license to use and to disclose the Deliverables, subject to the limitations set forth below.

C1.02 D2L may render services to others and develop work products that are competitive with, or functionally comparable to, the Deliverables. D2L shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the consulting services or producing Deliverables, provided that D2L shall not use or disclose any of Client’s Confidential Information.

C1.03 Unless otherwise stated, Client shall retain its rights in any proprietary material that Client supplies to D2L. If Client provides D2L with materials owned or controlled by Client or with use of, or access to, such materials, Client grants to D2L all rights and licenses that are necessary for D2L to fulfill its obligations under each Statement of Work for consulting services.

C2 Use of Deliverables

C2.01 Subject to payment in full of the applicable fees, D2L grants to Client for internal purposes only a worldwide, royalty-free, time-limited license to use, reproduce, and display of the Deliverables. Client shall not make the Deliverables available to anyone outside of Client, without the prior written consent of D2L, except Client may share the Deliverables with (i) its outside auditors and/or accountants, (ii) third parties who have signed appropriate confidentiality agreements with Client who are engaged by Client to review or implement suggestions or to further research the issues contained in the Deliverables, and (iii) governmental or regulatory bodies as required by law.

C3 No Third-Party Beneficiaries

C3.01 This Addendum is for the benefit of the Parties only. None of its provisions are for the benefit of, or enforceable by, any third party. No third party shall have the right to (i) rely on the consulting services provided by D2L or (ii) seek to impose liability on D2L as a result of the consulting services or any Deliverables furnished to Client.

C4 Required Skills

C4.01 Professional services billing rates are dependent upon the scope of the engagement/implementation and the consulting skill levels required. Project Managers are assigned to oversee all professional services implementations at a rate dependent upon complexity of the project and skill level required.

C5 Content of Statement of Work

C5.01 Each Statement of Work authorized under this Consulting Addendum shall include, at a minimum, the following information:

- Project Name and Number
- Client Obligations
- Project ID
- Software Requirements Specifications
- Client Project Manager
- Intellectual property transfers (if any transfers are applicable)
- Client Technical Lead
- Project Start Date
- D2L Project Manager
- Project End Date
- D2L Technical Lead
- Project Location
- Project Description
- Project Price & expenses (if applicable)
- D2L Deliverables
- Special Conditions
- A reference to this Consulting Addendum.

AGREED AND ACCEPTED

D2L LTD. By: ____________________________

Name: ____________________________

Title: ____________________________

Date: ____________________________

[Authorized Signatory]

UNIVERSITY OF OREGON By: ____________________________

Name: ____________________________

Title: ____________________________

Date: ____________________________
**FEES AND RATES SCHEDULE**

**Effective Date:** December 16, 2013  
**Term:** 6 months  
**Client:** University of Oregon  
**User Type:** Active User  
**Support Type:** Bronze  
**Instance Type:** Shared  
**Fees and Rates Currency:** USD

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<td>Desire2Learn Learning Environment (Test) - Implementation</td>
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<tr>
<td>LDAP/AD Integration - Implementation</td>
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<tr>
<td>SSO Integration - Implementation</td>
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<td>Desire2Learn ePortfolio - Implementation</td>
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<td>Desire2Learn Learning Repository - Implementation</td>
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<td>Training - 2 Day(s) - Condensed course</td>
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<td>Desire2Learn Products</td>
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<tr>
<td>Desire2Learn Learning Environment - Up to 500 Active Users</td>
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<tr>
<td>Desire2Learn Cloud Services Fee - Up to 500 Active User</td>
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<tr>
<td>Desire2Learn ePortfolio - Up to 500 Active Users</td>
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<tr>
<td>Desire2Learn Learning Repository - Up to 500 Active Users</td>
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<tr>
<td>Desire2Learn Capture - 500 user Desire2Learn Enterprise Capture, Cloud Services Package with approx. 1,536 Hours per year of storage**</td>
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<tr>
<td>Maintenance</td>
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<td>SSO Integration (one way) - Annual Maintenance</td>
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<td>Support</td>
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<td>Bronze Support - 1 ASC and 5/month incidents per month</td>
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### Consulting Rates

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<tr>
<td>Level 2 Consultant/Architect/Manager</td>
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<td>Level 1 Consultant</td>
<td>$185</td>
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<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Maximum of twelve participants or a maximum of eight participants responsible for system administration.</td>
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### Additional Fees & Rates

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<tr>
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<td>Allocated Storage</td>
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<tr>
<td>Desire2Learn Video Note Tool Storage and Bandwidth</td>
<td>Total storage per year</td>
</tr>
<tr>
<td>Desire2Learn Video Note Tool Overage</td>
<td>per GB per year in excess of contracted amount</td>
</tr>
<tr>
<td>Desire2Learn Capture - Storage**</td>
<td>Total Storage per year</td>
</tr>
<tr>
<td>Desire2Learn Capture - Storage overage fee</td>
<td>per GB per month in excess of contracted amount</td>
</tr>
</tbody>
</table>

* Capture storage usage is calculated at the end of each month and accrued on an annual basis. Hour estimates are based on default camera and screen (image mode) settings. Individual results may vary.

Please note:
- Rates For professional services may be modified on 90 days' notice.
- Professional Services billing rates are dependent upon the scope of the engagement/implementation and the consulting skill levels required. Project Managers are assigned to oversee all professional services implementations at a rate dependent upon complexity of the project and skill level required.
- The Allocated Storage is the expected maximum amount of storage required by Client under this Master Agreement. Client may use additional storage above the Allocated Storage, but may be subject to additional fees. D2L provides Allocated Storage number for planning purposes.
- Travel and per diem expenses are not included in Consulting or Training Rates.
- After the initial 12-month period, fees may be increased by 5%.
- Optional products set out above and any other D2L offerings not contained in this Master Agreement may be subject to additional terms and conditions.
July, 2013

RE: Financial Statements

To Whom It May Concern:

Please treat the following information as confidential.

D2L Ltd. is a wholly-owned subsidiary of Desire2Learn Incorporated (Desire2Learn), organized and existing under the laws of the Province of Ontario, Canada, was founded in 1999. It is a privately-held company. Globally, Desire2Learn and its subsidiaries employ more than 800 employees.

The Desire2Learn family of companies has been building tools for teaching and learning for over 14 years, never wavering in our commitment to our clients. We focus on the delivery, support and advancement of the leading-edge teaching and learning technology, and strive to be an ideal partner for our clients. We are well on our way to achieving our vision of being the global leader in education technology.

Since the founding of Desire2Learn Incorporated, we have experienced significant growth every year, achieving a compound annual growth rate in sales over the past 5 years of greater than 30%. Unquestionably, this growth is attributed to our client satisfaction and our strong and dedicated team of employees that are focused on delivering value to our customers.

Our success was recently recognized through our recent announcement of an $80 million financing provided by New Enterprise Associates (NEA), a U.S.-based venture capital firm, and OMERS Ventures, the investment arm of one of Canada’s largest pension funds. This financing further strengthens our balance sheet and provides our clients with security knowing we are a solid and reliable partner for our clients.

We continue to innovate for the benefit of our customers, investing a significant portion of our budget into R & D and client services. This unparalleled investment back into our products and services helps position our clients as leaders in teaching and learning.

Should you have any further questions, please do not hesitate to contact me directly.

Sincerely yours,

Brandon Nussey
Chief Financial Officer
Contents

Introduction

Key accessibility features
  Keyboard-only navigation
  Screen magnification, zooming and color contrast technologies
  Screen readers
  Other features

VPAT Section 1194.22 – Web-based Internet Information and Applications
Introduction

At Desire2Learn we share your goal of providing equal and inclusive learning opportunities to all individuals. We work closely with our clients to develop comprehensive solutions that are flexible to the individual needs of institutions, instructors and students. Accessibility is not a checklist at Desire2Learn; it is a commitment to empower and engage individuals in their learning goals.

The Voluntary Product Accessibility Template (VPAT) is an industry standard template for recording how a product or service conforms to Section 508 of the United States Rehabilitation Act. This VPAT outlines the compliance of Learning Environment 10.3. Our analysis was done on tools using our .NET framework.

Key accessibility features

Keyboard-only navigation

- Logical tab order and visible tab stops.
- Skip to main content links.
- Ability to simplify page layouts and collapse secondary content.
- Full keyboard accessibility.

Screen magnification, zooming and color contrast technologies

- Standard page designs so it is easy to find similar functionality across tools.
- Support for browser and assistive technology scaling (zooming), magnifying and contrast options.
- Ability to override system styles with custom style sheets.
- Good color contrast on all system styles.
- System information is not communicated by color alone.
- Built-in user account settings to adjust font size and style.
- Ability for institutions to control their own color schemes.
Screen readers

- Focus on standards-compliant designs to improve interoperability with assistive technologies.
- Consistent and unique headings, links, buttons, and image descriptions.
- Table row headings, column headings, and summaries.
- Descriptive form field labels, including field sets.
- Minimal use of frames and proper frame titles.
- Good indication of context changes, including new windows, expanded or collapsed content, and dynamic page changes.
- Wide adoption of ARIA landmarks and alerts.

Other features

- Student/course participant pages focus on lower-secondary or earlier reading level.
- Ability to accommodate different learning needs and time limits through special access and release conditions.
## VPAT Section 1194.22 – Web-based Internet Information and Applications

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Supporting Features</th>
<th>Remarks and Explanations</th>
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</table>
| (a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content). | Supports with exceptions | Remarks  
All system images have text equivalents. Decorative images use alt="".  
Alt text for icons is unique and identifies which object the action applies to.  
The HTML Editor requests alt text when users insert images.  
Exceptions  
Users control their own content.  
The Content and Dropbox tools use an image-based document viewer to display common document and image formats inline. A text-based version is also available for some document formats. The text version does not include the alt text from embedded images. It also does not make links active. Users have the option to download files instead. |
| (b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation. | Supports with exceptions | Remarks  
The interface does not use multimedia.  
Exceptions  
Users control their own content. |
<table>
<thead>
<tr>
<th>Criteria</th>
<th>Supporting Features</th>
<th>Remarks and Explanations</th>
</tr>
</thead>
</table>
| (c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup. | Supports with exceptions | Remarks  
Color is used for warning and confirmation messages. The text communicates meaning clearly on its own.  
Tool menus and tabs use highlighting to indicate current location. This information is also communicated by headings and selected states.  
Exceptions  
Tables use shading to indicate new sections or categories.  
The Grades tool allows grade ranges to be associated with colors and symbols.  
The User Progress and Content tools use color alone to indicate the current active subarea.  
The Course Management, Registration Forms, and Attendance Schemes tools have required field asterisks that do not convey their meaning clearly and are not WCAG 2.0 AA compliant for color difference. |
| (d) Documents shall be organized so they are readable without requiring an associated style sheet. | Supports | Remarks  
Style sheets are only used for visual design. If style sheets are disabled, users should select the account setting to view secondary windows as pop-ups instead of dialogs.  
Pages use logical HTML structures to ensure optimal navigability when style sheets are disabled, such as: headings; contextualized, unique links; table headings and summaries; and logical tab order and focus.  
Custom style sheets can be applied to pages. |
| (e) Redundant text links shall be provided for each active region of a server-side image map. | Supports | Remarks  
Learning Environment does not use image maps. |
| (f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape. | Supports with exceptions | Remarks  
Learning Environment does not use image maps.  
Exceptions  
Users control their own content. |
<table>
<thead>
<tr>
<th>Criteria</th>
<th>Supporting Features</th>
<th>Remarks and Explanations</th>
</tr>
</thead>
<tbody>
<tr>
<td>(g) Row and column headers shall be identified for data tables.</td>
<td>Supports with exceptions</td>
<td>Remarks</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Table summaries are used to explain table</td>
</tr>
<tr>
<td></td>
<td></td>
<td>contents and actions. Table summaries are</td>
</tr>
<tr>
<td></td>
<td></td>
<td>not role specific.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tables use row and column headers.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Remarks</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Table summaries are used to explain table</td>
</tr>
<tr>
<td></td>
<td></td>
<td>contents and actions. Table summaries are</td>
</tr>
<tr>
<td></td>
<td></td>
<td>not role specific.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tables use row and column headers.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Remarks</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Table summaries are used to explain table</td>
</tr>
<tr>
<td></td>
<td></td>
<td>contents and actions. Table summaries are</td>
</tr>
<tr>
<td></td>
<td></td>
<td>not role specific.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tables use row and column headers.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Remarks</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Table summaries are used to explain table</td>
</tr>
<tr>
<td></td>
<td></td>
<td>contents and actions. Table summaries are</td>
</tr>
<tr>
<td></td>
<td></td>
<td>not role specific.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tables use row and column headers.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Remarks</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Table summaries are used to explain table</td>
</tr>
<tr>
<td></td>
<td></td>
<td>contents and actions. Table summaries are</td>
</tr>
<tr>
<td></td>
<td></td>
<td>not role specific.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tables use row and column headers.</td>
</tr>
<tr>
<td>(h) Markup shall be used to associate data cells and header cells for</td>
<td>Supports with exceptions</td>
<td>Remarks</td>
</tr>
<tr>
<td>data tables that have two or more logical levels of row or column</td>
<td></td>
<td>Table headings use scope attribute where</td>
</tr>
<tr>
<td>headers.</td>
<td></td>
<td>appropriate.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Exceptions</td>
</tr>
<tr>
<td></td>
<td></td>
<td>When there are two levels of column headers,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>cells do not reference the headers correctly.</td>
</tr>
<tr>
<td>(i) Frames shall be titled with text that facilitates frame identification</td>
<td>Supports</td>
<td>Remarks</td>
</tr>
<tr>
<td>and navigation</td>
<td></td>
<td>Frames have descriptive titles.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Very few pages use frames. A few pages use</td>
</tr>
<tr>
<td></td>
<td></td>
<td>empty frames for layout; they are clearly</td>
</tr>
<tr>
<td></td>
<td></td>
<td>labeled.</td>
</tr>
<tr>
<td>(j) Pages shall be designed to avoid causing the screen to flicker with</td>
<td>Supports with exceptions</td>
<td>Remarks</td>
</tr>
<tr>
<td>a frequency greater than 2 Hz and lower than 55 Hz.</td>
<td></td>
<td>The user interface does not contain content</td>
</tr>
<tr>
<td></td>
<td></td>
<td>that flickers.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Exceptions</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Users control their own content.</td>
</tr>
<tr>
<td>(k) A text-only page, with equivalent information or functionality,</td>
<td>Not applicable</td>
<td>Remarks</td>
</tr>
<tr>
<td>shall be provided to make a web site comply with the provisions of this</td>
<td></td>
<td>Accessibility features are integrated into the</td>
</tr>
<tr>
<td>part, when compliance cannot be accomplished in any other way. The</td>
<td></td>
<td>standard Learning Environment. Text-only</td>
</tr>
<tr>
<td>content of the text-only page shall be updated whenever the primary</td>
<td></td>
<td>pages are not used.</td>
</tr>
<tr>
<td>page changes.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Criteria</td>
<td>Supporting Features</td>
<td>Remarks and Explanations</td>
</tr>
<tr>
<td>----------</td>
<td>---------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.</td>
<td>Supports with exceptions</td>
<td><strong>Remarks</strong>&lt;br&gt;Drop-down lists are used, but do not initiate change when tabbed to.&lt;br&gt;Some secondary windows open as dialog boxes in front of a shimmied background page. These secondary windows are not fully separated from the page behind, although they do take focus and the tab order is set correctly. Individuals who use screen readers or disable the system style sheets should change their account settings so these dialogs open as pop-up windows.&lt;br&gt;Confirmation messages, error messages, and alerts are communicated to non-visual users using ARIA alerts. Some browser/assistive technology combinations do not reliably communicate ARIA alerts.&lt;br&gt;&lt;strong&gt;Exceptions&lt;/strong&gt;&lt;br&gt;The “Category” drop-down list in the FAQ tool and the “Move To” drop-down list in the Email tool currently initiate change when tabbed to.&lt;br&gt;The Locale Management, Language Management, and Account Settings tools contain sections without a “lang” attribute to indicate language changes programmatically to assistive technology. The HTML Editor does not include a button or prompt users to indicate a “lang” attribute for language changes. Users can insert a “lang” attribute using the HTML Editor’s source editor.</td>
</tr>
<tr>
<td>(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).</td>
<td>Supports</td>
<td><strong>Remarks</strong>&lt;br&gt;Learning Environment includes a system check utility that looks for necessary plug-ins. The system check provides links to missing software.</td>
</tr>
<tr>
<td>Criteria</td>
<td>Supporting Features</td>
<td>Remarks and Explanations</td>
</tr>
<tr>
<td>----------</td>
<td>---------------------</td>
<td>--------------------------</td>
</tr>
</tbody>
</table>
| (n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues. | Supports with exceptions | Remarks  
Forms are accessible by keyboard and assistive technologies.  
Users are warned when a form link opens in a new window.  
The expanded/collapsed state of secondary form content is clearly indicated and the fields are accessible.  
Exceptions  
Forms are accessible by keyboard and assistive technologies. Some forms use a combination of fields, buttons, inline help and links; the entire page should be read before using forms mode with a screen reader.  
The visual indication that buttons have focus is not visible enough.  
The keyboard behavior of the course selector, completion status, and publish menus is non-standard. Users must tab through the options rather than use their arrow keys.  
The focus is lost when you sort a data grid by column.  
The DOME administrative tool is challenging to use without a mouse.  
It is difficult to move topics in the Content tool without a mouse. Users can move topics more easily in the Course Builder tool.  
The HTML Editor is not fully accessible to screen reader users; if you apply a style in the editor view, it lacks a non-visual indication of its presence unless you view the source code. Users can turn off the HTML Editor using the Account Settings tool.  
The Equation Editor is not fully accessible to screen reader or keyboard-only users. It does produce standards-compliant equations using MathML. |
| (o) A method shall be provided that permits users to skip repetitive navigation links. | Supports | Remarks  
A skip to main content link is provided at the start of the navigation bar.  
ARIA landmarks are available for navigation.  
Headings are used to organize pages, widgets and sections. |
<table>
<thead>
<tr>
<th>Criteria</th>
<th>Supporting Features</th>
<th>Remarks and Explanations</th>
</tr>
</thead>
<tbody>
<tr>
<td>(p) When a timed response is required, the user shall be alerted and</td>
<td>Supports</td>
<td><strong>Remarks</strong></td>
</tr>
<tr>
<td>given sufficient time to indicate more time is required.</td>
<td></td>
<td>Users can refresh data in the Chat, Discussions, and Pager tool at their own pace.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Organizations can set time-out periods for Learning Environment. Users are warned before their session expires.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Some tools, such as Quizzes, support time limits. Users are warned before their time expires. Alternative time limits (Special Access) can be set for specific users.</td>
</tr>
</tbody>
</table>
About this Document

This document covers the server hardware, server software, storage, and hosting infrastructure specifications guidelines that can be used to host the Desire2Learn platform.

Server Hardware Recommendations

The key decision making factors in determining the server hardware configuration to implement include:

- The number of users: The larger the number of users regularly or concurrently using the system, the more powerful the servers must be. More users typically require an increase in load balanced application servers and a larger database server. Storage requirements for the database and file servers are also increased along with network bandwidth.

- The level of availability and reliability required: Production systems typically require a higher level of availability than test and development servers, which typically leads to a higher degree of redundancy for the hardware and supporting systems design.

- Budget availability: Budget is always a determining factor in hardware decisions. For most production systems a reasonable storage, CPU, and RAM buffer should be built in, and at least one level of redundancy is recommended for all hardware components. Budgetary constraints may reduce the extent of the buffers and the level of redundancy that can be acquired.

- Existing infrastructure: Existing infrastructure, such as storage arrays, virtual servers, enterprise SQL instances, and other technologies may significantly affect the hardware decisions for a Desire2Learn installation. As these situations can be unbounded, discuss these circumstances further with a Desire2Learn Consultant.

The following section contains several potential server configurations, ranging from a standalone server option (more appropriate for a development or test environment, to a fully redundant option (recommended for production systems).

Fully Redundant Multiple Server Option

This configuration is one possible hardware configuration for a Desire2Learn installation and provides full redundancy of all major system components and servers. This configuration is appropriate for test or production installations.

Note: A non-redundant, multiple server option could also be utilized that is identical to the following specification but without clustering or load balancing (for smaller implementations). This reduces cost but also reduces reliability by introducing single points of failure.
Variable Components

The following table outlines the variable components of a fully redundant server implementation of Desire2Learn for various full time equivalent user (FTE) and enrollment counts. The variables correspond to the minimum quantity of application servers (Variable component A), the minimum number of database server CPUs (Variable component B), and the minimum amount of database server RAM (Variable component C). Those institutions expecting growth or heavy usage should increase their hardware specifications beyond the minimum.

<table>
<thead>
<tr>
<th>FTE</th>
<th>Enrollments</th>
<th>Application Servers</th>
<th>Database Cores</th>
<th>Database RAM</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,000</td>
<td>5,000</td>
<td>2</td>
<td>2</td>
<td>8 GB</td>
</tr>
<tr>
<td>5,000</td>
<td>25,000</td>
<td>3</td>
<td>4</td>
<td>16 GB</td>
</tr>
<tr>
<td>10,000</td>
<td>50,000</td>
<td>4</td>
<td>4.6</td>
<td>32 GB</td>
</tr>
<tr>
<td>20,000</td>
<td>100,000</td>
<td>4.5</td>
<td>6.8</td>
<td>64 GB</td>
</tr>
<tr>
<td>40,000</td>
<td>200,000</td>
<td>6-8</td>
<td>8</td>
<td>128 GB</td>
</tr>
<tr>
<td>100,000</td>
<td>500,000</td>
<td>8-12</td>
<td>12</td>
<td>128-192</td>
</tr>
<tr>
<td>250,000+</td>
<td>1,000,000</td>
<td>16-20</td>
<td>18.24</td>
<td>192-256</td>
</tr>
</tbody>
</table>

Application Server Specifications

The following specifications are recommended for each application server. The quantity of application servers is the only variable affected by the number of users and type of use. An additional rule of thumb is approximately 300-500 concurrent users per application server.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Servers</td>
<td>Variable component A</td>
<td>Load balanced virtual machines are an option</td>
</tr>
<tr>
<td>CPUs</td>
<td>2+</td>
<td>CPU quantity and speed rating based on current best value per dollar</td>
</tr>
<tr>
<td>Local disk</td>
<td>2</td>
<td>50+ GB 10K RPM (if physical) internally redundant (mirrored)</td>
</tr>
<tr>
<td>RAM</td>
<td>4-6 GB</td>
<td></td>
</tr>
<tr>
<td>Network</td>
<td>2</td>
<td>1 GB network interface cards</td>
</tr>
</tbody>
</table>
File Server Specifications

The following specifications are recommended for each file server in the cluster. The amount of SAN (or similar) connected storage is the most significant variable affected by the number of users and type of use but the overall input/output (I/O) load will drive significant amounts of CPU and RAM utilization if dealing with considerable concurrency of use. Concurrency may dictate that additional network connections, CPU Cores, RAM, and backplane capacity are considered closely. CIFS based Network Attached Storage (NAS) may also be utilized, and is recommended for higher use cases. Due to the potential depth of folder structures and the number of files saved over time, ensure that the NAS operating system is 64 bit and does not have any known file structure limitations (for example, file name length, folder depth, or file count).

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Servers</td>
<td>2</td>
<td>Active/Passive clustered using Microsoft Windows Server 2008. Microsoft Windows Server 2008 Storage Server Edition may be utilized adding single instance storage technologies, reducing the overall storage footprint over time</td>
</tr>
<tr>
<td>Cores</td>
<td>4+</td>
<td>Core quantity and speed rating based on current best value per dollar or concurrency considerations</td>
</tr>
<tr>
<td>Local disk</td>
<td>2</td>
<td>36+ GB internally redundant (mirrored)</td>
</tr>
<tr>
<td>RAM</td>
<td>8-16 GB</td>
<td>Concurrency may dictate higher memory allocations and high usage. Environments of 100K students or higher should deploy with 32Gb or more</td>
</tr>
<tr>
<td>Storage</td>
<td>TBD</td>
<td>• 10-15K RPM SAN or shared disk array</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• RAID 10 (recommended) or RAID 5, 15K or SSD recommended for DB usage</td>
</tr>
<tr>
<td>Network</td>
<td>2+</td>
<td>1 GB network interface cards</td>
</tr>
<tr>
<td></td>
<td></td>
<td>High density builds should utilize multiple bonded 1GbE or dual 10GbE NICs and associated networks</td>
</tr>
</tbody>
</table>

Database Server Specifications

The following specifications are recommended for each database server in the cluster. The number of CPU Cores, the amount of RAM, and the amount of SAN (or similar) connected storage are the variables affected by the number of users and the type of use. These specifications assume that the use of the database server is dedicated to hosting the Desire2Learn products and is not shared with other applications.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Servers</td>
<td>2</td>
<td>Active/Passive clustered running Microsoft Windows Server 2008 R2 with Microsoft SQL Server 2008 R2</td>
</tr>
<tr>
<td>Cores</td>
<td>Variable component B</td>
<td>Core quantity and CPU rating based on current best value per dollar or concurrency/load</td>
</tr>
<tr>
<td>Local disk</td>
<td>2</td>
<td>36+ GB internally redundant (mirrored)</td>
</tr>
<tr>
<td>RAM</td>
<td>Variable component C</td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Quantity</td>
<td>Notes</td>
</tr>
<tr>
<td>--------------</td>
<td>----------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>Storage</td>
<td>TBD</td>
<td>• 10-15K RPM or SSD SAN or shared disk array</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• SQL install on local disk RAID 1 recommended</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Data: RAID 10 (recommended), RAID 5 or RAID 1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Logs: RAID 1 (recommended) or RAID 5</td>
</tr>
<tr>
<td>Network</td>
<td>2+</td>
<td>1 GB network interface cards</td>
</tr>
<tr>
<td></td>
<td></td>
<td>High density builds should utilize multiple bonded 1Gbe or dual 10Gbe NICs and associated networks</td>
</tr>
</tbody>
</table>

Utility Server Specifications (Optional)

Larger installations utilize a specialized application server to manage services such as email, user information system integrations, course conversion processes, and other specialized services. Most institutions using less than three application servers do not require a dedicated utility server and can utilize one of their application servers to run these services. The following specifications are recommended for the utility server.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Servers</td>
<td>1</td>
<td>Virtual machines are an option</td>
</tr>
<tr>
<td>Cores</td>
<td>2+</td>
<td>Core quantity and speed rating based on current best value per dollar</td>
</tr>
<tr>
<td>Local disk</td>
<td>2</td>
<td>60+ GB internally redundant (mirrored)</td>
</tr>
<tr>
<td>RAM</td>
<td>4.6 GB</td>
<td></td>
</tr>
<tr>
<td>Network</td>
<td>2</td>
<td>1 GB network interface cards</td>
</tr>
</tbody>
</table>

Server Software Requirements

The following section contains guidelines around the operating system, database, and application server software that can be used with the Desire2Learn platform.

Operating System

Desire2Learn Learning Software Suite is designed to work with the Microsoft Server 2008 R2 operating system. We recommend consulting with a Microsoft Certified licensing professional to gain the best understanding of the operating system requirements to ensure the proper operating system is chosen to work best with your hardware.


Additional Software

The following section contains required and optional software for the various servers that can be used with the Desire2Learn platform. Again, we recommend consulting with a Microsoft Certified licensing professional before procurement of any hardware or software to ensure a proper fit in your specific environment.
<table>
<thead>
<tr>
<th>Server Role</th>
<th>Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application server</td>
<td>All of:</td>
</tr>
<tr>
<td></td>
<td>• Internet Information Services (IIS) 7.5</td>
</tr>
<tr>
<td></td>
<td>• Microsoft .NET Framework 2.0</td>
</tr>
<tr>
<td></td>
<td>• Microsoft .NET Framework 3.5 (SP1)</td>
</tr>
<tr>
<td></td>
<td>• Microsoft .NET Framework 4.0</td>
</tr>
<tr>
<td>File server</td>
<td>None</td>
</tr>
<tr>
<td>Database server</td>
<td>One of:</td>
</tr>
<tr>
<td></td>
<td>• † Microsoft SQL server 2008 Standard (32 or 64 bit)</td>
</tr>
<tr>
<td></td>
<td>• Microsoft SQL server 2008 Enterprise (32 or 64 bit)</td>
</tr>
</tbody>
</table>

† Microsoft SQL server 2005/2008 Enterprise is required for more than four CPUs and the D2L Analytics Product
ADAM HARTSHORN
Senior Project Manager

Implementation Project Manager with experience in Higher Ed, K-12 and corporate implementations.

Project Management Experience

Desire2Learn – Senior Project Manager
- Oversees the implementation of small, medium and large projects to customers
- Identifies and assembles the appropriate blend of resources to meet project needs and requirements; manages sub-contractors as required
- Plans, schedules, monitors, and reports on activities related to the project; including financial health and status of the project; all risks, issues, changes; deliverables; etc.
- Develops project control and reporting procedures and manages changes in operational plan

Covarity Inc. – Implementation Consultant
- Responsible for planning, execution and documentation of implementation plans and processes per client
- Providing in-depth analysis of client issues and creating effective practical solutions to improve client process
- Providing on-going subject-matter assistance for new client projects and product support during the implementation period
- Support the Sales organization by providing demonstrations and solution engineering to the Sales group, customers and prospective customers

Profile

EDUCATION
Economics and Finance at Wilfrid Laurier University

EXPERIENCE
April 2011 - to date
Desire2Learn
October 2008 – March 2011
Covarity Inc

MEMBERSHIPS
PMI

LANGUAGES
English
Senior Implementation Consultant
Name: Dawn MacDonald

1. Academic Training
   - Undergraduate:
     B. Math in Computer Science, University of Waterloo
   - Post Grad:
     M. Math in Computer Science, University of Waterloo

2. General Experience:
   - Senior Implementation Consultant with Desire2Learn since October 2011
   - 6 years as Business Analyst, Project Manager, Developer for Bestech, Sudbury
   - 1 years as an Applications Engineer for MKS, Waterloo
   - 6 years as a Programmer for Knowledge Control Corp, Sudbury

3. Sample Projects

<table>
<thead>
<tr>
<th>Clients</th>
<th>Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Client Consulting</td>
<td>Queen’s University</td>
</tr>
<tr>
<td></td>
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<td>University of Surrey</td>
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<td>Implementation Milestones</td>
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<td>Detailed Project Planning</td>
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<td>Install Production Instance</td>
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<td>Install Test/Dev Instance</td>
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<td>Watch Administration Introduction Videos</td>
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<td>Training</td>
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<td>Implementation Support</td>
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<td>Insights (optional)</td>
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<td>Production Launch Support</td>
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</table>
Administration Tools Training

This session provides comprehensive coverage of the configuration and maintenance strategies for Learning Environment for new clients. We will perform a detailed examination of ORG (Organization) structure, roles and permissions, configuration variables and your eLearning topology. In addition, we may, as necessary, take a high level look at the course development and delivery tools in order to provide a view into these functions for dedicated administrators who will have no other exposure.

Learning Outcomes

At the end of this workshop each participant would have critically examined Org Setup and will have an understanding of how to configure their Learning Environment to meet identified business needs. At the end of the training, participants will be able to:

- Configure and maintain Learning Environment
- Understand organizational structure and how it applies to their organization
- Create, enroll and manage users
- Create course templates and course offerings
- Manage roles and permissions
- Manage organizational org units and org level settings

Duration

One day

Delivery Method

Face-to-Face, Virtual or Blended

Number of Participants

Up to eight per trainer

Audience

This informative session is geared towards site administrators, helpdesk, technical support staff and other individuals from your institution who will be involved with the configuration and management of the Desire2Learn Learning Environment.
# Agenda: Administration Tools Training

## Overview
- Introduction to Desire2Learn Administration

## Organization Structure
- Key Terms and Diagrams
- Pros and Cons of Org Structure Decisions

## System Configuration
- Customizing Configuration Variables
- Setting Form Elements

## Users
- Creating and Enrolling Users
- Bulk User Management

## Roles and Permissions
- Creating and Editing Roles
- Setting Role Permissions

## Navigation Bar Management
- Setting up default My Home Navbar
- Setting up default Course Navbar
- Setting up Themes
- Setting up Minibar
Homepage Management
- Setting up default My Home Homepage
- Setting up default Course Homepage
- Creating custom Widgets
- Widget Styling

Managing Courses
- Creating Course Templates and Offerings
- Naming convention for courses and course codes
- Organization Files & Shared Files
- Copying, Importing and Exporting Courses
- Bulk Management of Courses

Ongoing Administration Tools
- Help Management
- Organization Tools Management
- Language Management
- Global News
- Grade Schemes
- Reporting
- Course Content Feedback

Wrap Up
- Q&A Session
- Desire2Learn Community access
Instructional Tools Training

This course will provide all of the essential knowledge required for instructors at new client institutions to get started with course development and delivery in Desire2Learn Learning Environment. Full exploration of the course development and management process using the Content, HTML Editor and Manage Courses tools will be facilitated. We will also look at efficiently bringing your existing learning materials and objects into the development environment and incorporating these elements into your course design. Then we will examine the art and science of effective delivery of online learning interactions.

Learning Outcomes

By the end of this 2 day session, participants will have solid experience in and knowledge of the Desire2Learn essential course development and management tools used to develop content and to communicate with, assess and manage users.

At the end of the training, participants will be able to:

- Apply best practices and solid learning theory to course development and delivery
- Effectively use course development tools and edit existing content
- Incorporate key communication tools into course design and delivery
- Optimize course design to promote learner engagement
- Leverage the course management console

Duration

Two days

Delivery Method

Face-to-Face, Virtual or Blended

Number of Participants

Up to twelve per trainer

Audience

This informative session is geared towards users who will be using Desire2Learn to develop courses and to deliver online sessions. Administrative, helpdesk and technical support staff are encouraged to attend to gain a better understanding of how different users will be utilizing the system
Day One

Introduction to Desire2Learn

- Logging into Desire2Learn
- Available Resources and Help Files
- Overview of the Learning Environment

News

- Creating a News item
- Restricting News availability with dates
- Conditionally releasing News items
- Deleting a News items
- Setting up News notifications
- Dismissing news items
- Customizing the news widget

Content

- Introduction to Content tools
- Working in the Content area
  - Creating and editing Modules and Topics
  - Restricting Content availability with dates
  - Conditionally releasing Content
  - Organizing and Editing Existing Content
  - Upcoming Events
  - Configuring Completion tracking
  - Viewing Completion summaries
- Working in the Manage Files Area
Discussions

- Creating Forums and Topics
- Creating private discussions
- Adding, replying and editing messages
- Evaluating Discussion messages
- Restricting Discussion visibility
- Restoring deleted discussions

Dropbox

- Creating Dropbox folders
- Viewing Submitted assignments
- Downloading submitted files
- Evaluating & Leaving Feedback
- Using Special access folders
- Due date vs. Availability
- Restoring deleted folders

Day Two

Quizzes and Surveys

- Question Library
- Creating Quizzes and Surveys
- Grading Feedback
- Statistics and Reports
## Grades

- Grade setup and Grade Schemes
- Creating Grade Categories and Items
- Calculated/Adjusted Final Grades
- Event Log and restoring grades

## User Progress

- User progress tools
- Class progress

## Wrap Up

- Desire2Learn Community
- Q/A Session
Train the Trainer Learning Environment for Instructors

This workshop style session is ideal for organizations who will be training a core group of individuals who will then be responsible for providing training to the rest of their organization. As instructional tools training is a prerequisite, this session does not provide instruction on how to use the product but rather accelerates deep understanding of the Learning Environment, providing foundational tools and recommended practices to enable your staff to deliver training within your organization. This is built on three main pillars:

1. **Discover**: Analysis of tool strengths, use-case scenarios, institutional requirements and training methodologies.
2. **Practice**: Teach-back on selected tools back to the group supported by a Desire2Learn trainer and Facilitator Guide.
3. **Extend**: Apply the newly discovered concepts and connections to address instructor difficulties and discover new uses.

**Learning Outcomes**

By the end of this four day session, participants will have developed the tools and skills necessary to successfully provide training within their organization. At the end of the training, participants will be able to:

- Identify and remedy common knowledge gaps
- Understand the relationship of the Learning Environment tools holistically to better suggest course design strategies
- Recognize design commonalities and interdependencies in interface and usability to integrate into personal instructional design
- Facilitate instructor transition from a previous LMS to Desire2Learn’s Learning Environment
- Conduct teach back on selected tools

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<thead>
<tr>
<th>Duration</th>
<th>Delivery Method</th>
<th>Number of Participants</th>
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<tbody>
<tr>
<td>Four days</td>
<td>Face-to-Face</td>
<td>Up to eight per trainer</td>
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</table>

**Audience**

This informative session is geared towards users who will be using Desire2Learn to deliver training and provide instructional design support.

**Resources**

Participants will make use of an online workbook designed to record answers and allow group collaboration. They will also receive a print copy of the Desire2Learn Instructor Facilitator Training Guide.
Day One

Introduction

- Introductions
- Learning Outcomes

Learning Environment Solidification

- Setting Learning Paths
  - An inventory of knowledge and goals
- Tool Mapping
  - A review of the components of the Learning Environment and the interdependencies they create
- Learning Environment Attributes
  - An exploration and development of training strategies by recognizing system models and paradigms
- Key Tool Definitions
  - Translation of previous LMS concepts to Desire2Learn “lingo” and functionality with a focus on preparing trainers for navigating challenges in the differences

Days Two and Three

Teachbacks

- Training Delivery Objectives
  - A personal examination, in a social context, of the elements of a good training session
- Pre-Teachback
  - A small, collaborative “warmup” teachback to prepare for the Key Tool Teachback
Key Tool Teachback Preparation
  o A preparation for Key Tool Teachback supported by a Desire2Learn Trainer and the Instructor Facilitator Training Guide

Key Tool Teachback
  o An independent training presentation on a key tool of the Learning Environment

Day Four

Problem Tasks
  • Examination, discussion, solving of multiple common problems
    o A collaborative problem solving exercise that includes supported construction of answers in the Learning Environment to develop expertise while arming trainers with tool-specific and systematic strategies

Epilogue
  • Training Your Faculty
    o A conversation-based activity around appropriate training strategies for your institution using participant gathered data
  • Wrap Up
MEMORANDUM OF INSURANCE

This memorandum describes coverage in force at the date of issue hereof and is furnished as a matter of information only, and confers no rights or obligations to the holder.

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<th>BROKER’S FULL NAME AND MAILING ADDRESS</th>
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<td>D2L Ltd.</td>
<td>Cowan Insurance Group</td>
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<tr>
<td>715 St. Paul Street</td>
<td>705 Fountain Street North, P.O. Box 1510</td>
</tr>
<tr>
<td>Baltimore, Maryland</td>
<td>Cambridge, ON</td>
</tr>
<tr>
<td>USA 21202+2311</td>
<td>N1R 5T2</td>
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COVERAGE

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Above limits are in US Currency

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Jolanda Palach, C.A.I.B.

PHONE NUMBER: 519-650-6360
FAX NUMBER: 519-650-6366
EMAIL ADDRESS: Jolanda.palach@cowangroup.ca
DATE (YYYY/MM/DD): 2013/01/03
CERTIFICATE

State of Oregon

OFFICE OF THE SECRETARY OF STATE
Corporation Division

I, KATE BROWN, Secretary of State of Oregon, and Custodian of the Seal of said State, do hereby certify:

D2L LTD.
a Business Corporation,
incorporated under the laws of Maryland
was authorized to transact business in Oregon on April 16, 2010
using the name of D2L LTD., A CORPORATION OF MARYLAND

I further certify that D2L LTD., A CORPORATION OF MARYLAND is active on the records of the Corporation Division as of the date of this certificate.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

KATE BROWN, Secretary of State

By Therese M. Johnson
April 16, 2010

Come visit us on the internet at http://www.filinginoregon.com
FAX (503) 378-4381
D2L LTD., A CORPORATION OF MARYLAND
715 ST PAUL STREET
BALTIMORE MD 21202

Acknowledgment Letter
The document you submitted was recorded as shown below. Please review and verify the information listed for accuracy.
If you have any questions regarding this acknowledgement, contact the Secretary of State, Corporation Division at (503)986-2200. Please refer to the registration number listed above. A copy of the filed documentation may be ordered for a fee of $5.00. Submit your request to the address listed above or call (503)986-2317 with your Visa or MasterCard number.

Document
APPLICATION FOR AUTHORITY

Filed On
04/16/2010

Jurisdiction
MARYLAND

Name
D2L LTD., A CORPORATION OF MARYLAND

Principal Place of Business
715 ST PAUL STREET
BALTIMORE MD 21202

Registered Agent
HIQ CORPORATE SERVICES, INC.
325 13TH STREET NE STE 501
SALEM OR 97301

Mailing Address
715 ST PAUL STREET
BALTIMORE MD 21202

President
JOHN BAKER
715 ST PAUL STREET
BALTIMORE MD 21202

Secretary
WILLIAM TRICK
715 ST PAUL STREET
BALTIMORE MD 21202

THEJOH
ACK
04/16/2010
Application for Authority to Transact Business - Business/Professional

Secretary of State - Corporation Division
355 Capitol St. NE Suite 151 - Salem, OR 97310-5227 - phone (503) 378-4290

Foreign Business Corporation

Foreign Professional Corporation

REGISTRY NUMBER:

For office use only

This application must be accompanied by a certificate of existence, current within 60 days of delivery of this application, signed by the legal entity's agent or registered agent authorized to accept service of process by the legal entity's agent. A filing fee of $280 must accompany the application. The fee is nonrefundable. The Oregon Secretary of State will not send a notice of the receipt of the filing and will not provide a certificate of authority. Please Type in Print Legibly in Black Ink, Attach Additional Sheets if Necessary.

1) Name of Corporation: D2L, Ltd., a corporation of Maryland

2) Certificate of Existence: (This application must be accompanied by a certificate of existence, current within 60 days of delivery of this application, signed by the legal entity's agent or registered agent authorized to accept service of process by the legal entity's agent.)

3) Date of Incorporation: 03/15/2007

4) State or Country of Organization: MARYLAND

5) Address for Mailing Notices:

   715 ST. PAUL STREET
   BALTIMORE, MD 21202

6) Name and Address of President and Secretary:

   President: JOHN BAKER
   Address: 715 ST. PAUL STREET
   BALTIMORE, MD 21202

   Secretary: WILLIAM TRICK
   Address: 715 ST. PAUL STREET
   BALTIMORE, MD 21202

7) Registered Agent's Name and Address:

   HQ CORPORATE SERVICES, INC.
   325 13TH STREET, NE, SUITE 501
   SALEM, OREGON 97301

8) Provisions of the Business (if applicable)

   Professional Services: Financial Services (as defined in ORS 671.890)

9) Duration, If Not Perpetual: 03/15/2007

11) Execution: (Must be signed by at least one officer or director)

   Signature: WILLIAM TRICK
   Printed Name: WILLIAM TRICK
   Title: SECRETARY

Contact Name: JAMES STROTT

Phone Number: (800) 564-5300

Address for Mailing Notices:

715 ST. PAUL STREET
BALTIMORE, MD 21202

Fees:

Application Fee: $280

Additional Fees: $0
STATE OF MARYLAND  
Department of Assessments and Taxation  

I, PAUL B. ANDERSON OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATIONS, OR THE RIGHTS OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT D2L LTD IS A CORPORATION DULY INCORPORATED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF MARYLAND AND THE CORPORATION HAS FILED ALL ANNUAL REPORTS REQUIRED, HAS NO OUTSTANDING LATE FILING PENALTIES ON THOSE REPORTS, AND HAS A RESIDENT AGENT. THEREFORE, THE CORPORATION IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING WITH THIS DEPARTMENT AND DULY AUTHORIZED TO EXERCISE ALL THE POWERS RECITED IN ITS CHARTER OR CERTIFICATE OF INCORPORATION, AND TO TRANSACT BUSINESS IN MARYLAND.


[Signature]
Paul B. Anderson  
Charter Division
3.4.2
EXHIBIT A
Learning Management System (LMS)
PCS# 250000-0011-RFP

(Must Complete, Sign and Submit with your Proposal by the Closing Date and Time)

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGEMENTS

By submitting this Proposal in response to this RFP, Proposer represents and warrants that:

1. Proposer has read all of the terms and conditions of this RFP; Proposer understands that by signing below and submitting a Proposal, if awarded the contract, Proposer will be bound by the terms and conditions of this RFP and its Proposal.

2. Prices proposed shall be firm for 90 days after the Notice of Award; and, if awarded the contract, Proposer must furnish any and all goods and/or services at the prices offered within the terms and time specified.

3. Proposer has the power and authority to enter into and perform the contract awarded as a result of this RFP.

4. The individual signing for Proposer is authorized to execute this Proposal on behalf of Proposer.

5. Proposer is an independent contractor and not an employee, partner, or agent of University.

6. Proposer’s name, as it appears in this Proposal, is Proposer’s legal name, as it will appear in the Proposer’s W-9, and if Proposer is an entity rather than an individual that the entity named in this Proposal is validly-existing and in good standing.

7. Proposer has not discriminated against Historically Underrepresented Businesses (defined in OAR 580-061-0010) in obtaining any required subcontracts.

8. No officer, agent or employee of University has participated on behalf of University in preparation of the Proposal, that the Proposal is made in good faith, without fraud, collusion, or connection of any kind with any other proposer for the same work, and that the Proposer is competing solely on Proposer’s own behalf without connection with, or obligation to any undisclosed person or firm.

Acknowledgment of Addenda

☐ By checking this box, Proposer acknowledges Proposer has received, reviewed, and agrees to the all terms and conditions added to this RFP via any Addenda that were posted on the OUS website, under “Business Opportunities,” accessible at https://secure.ous.edu/bid/.

* As at November 14, 2013 we have received one Addenda.
Please indicate your Minority Women or Emerging Small Business (MWESB) Status:
Women Owned ☐ Self Report ☑ State Certified #
Minority Owned ☐ Self Report ☐ State Certified #
Emerging Small Business ☐ Self Report ☐ State Certified #
None of the Above ☑

Signature: ____________________________
Dated: November 15, 2013
Name: Bill Trick
Title: Secretary / Treasurer and Director, Finance
Firm: D2L Ltd.
Address: 715 St. Paul Street
          Baltimore, MD 21202
E-mail: Legal@Desire2Learn.com
Phone: (519) 772-0325

Above information must be provided prior to the Closing Date and Time for the Proposal to be considered responsive.
# EXHIBIT B – Proposer’s Qualifications

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<tbody>
<tr>
<td><strong>3.6</strong> Profile and Qualifications. (M/E)</td>
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<tr>
<td>3.6.1. Provide a brief (one page limit) history of your firm.</td>
<td>Yes</td>
<td>Yes - in extended response narrative.</td>
<td>Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
</tr>
<tr>
<td>3.6.2. Describe the number of years that the Proposer’s firm has been in business number of current learning management system clients, number and makeup of staff and any industry recognition or awards.</td>
<td>Yes</td>
<td>Yes - in extended response narrative.</td>
<td>D2L Ltd. was founded in 2007; however, it draws upon the experience and resources of Desire2Learn Incorporated, which was founded in 1999. Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
</tr>
<tr>
<td>3.6.3. Provide brief history of the proposed LMS itself. If there are multiple versions of the LMS currently installed and in use by institutions include a breakdown of approximately how many institutions, faculty and students are using each version and the primary differences between the most used versions. Also indicate which programming language(s) that the software is written in, as well as any other architectural components that relevant to the LMS.</td>
<td>Yes</td>
<td>Yes - in extended response narrative.</td>
<td>Our flagship product is Desire2Learn Learning Environment. We have provided a table in the corresponding extended narrative response detailing product releases and features related to the versions that have been released since 2010. Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
</tr>
<tr>
<td>3.6.4. Clearly state whether Proposer is the manufacturer, an authorized reseller or a</td>
<td>Yes</td>
<td>Yes - in extended</td>
<td>Desire2Learn is a software developer (manufacturer) providing commercially available education technology.</td>
</tr>
</tbody>
</table>
third-party partner. Describe Proposer's ownership structure. If independently owned and operated, include names of all owners. If a wholly owned subsidiary, list these details for the parent organization as well. If Proposer is a reseller, describe the ownership structure of the proposed LMS.

<p>| 3.6.5. | Has your company changed ownership in the last five years? If so, please explain why and how this has affected your customer base. | Yes | Yes - in extended response narrative. | Desire2Learn has not changed ownership in the last five years. Our original founder, John Baker, is still CEO of our organization and still very passionate about making knowledge and learning more accessible, mobile, social, and personal than ever before. |
| 3.6.6. | Identify the individual who would be assigned as Proposer’s contract administrator/project manager for this project. Also include a detailed description of procedures and other aspects of the working relationship expected between Proposer's contract administrator/project manager and University's representative, Helen Chu, Director, Academic Technology. | Yes | Yes - in extended response narrative. | Please refer to the corresponding extended narrative response for more information regarding this requirement. |
| 3.6.7. | Provide Proposer’s approach to managing LMS project-related risks and issues. | Yes | Yes - in extended response narrative. | Please refer to the corresponding extended narrative response for more information regarding this requirement. |
| 3.6.8. | Proposer must provide a list of all key personnel who will be assigned to this project. Include the following for each listed key personnel: | Yes | Yes - in Supporting Documents section. | Desire2Learn typically follows the industry-standard practice of aligning resources closer to when the project begins. Nonetheless, we have included the biographies of staff members who would most likely work on this project; biographies have been provided in the Supporting Documents section of this proposal (page 141). However, please note we cannot provide absolute guarantees regarding their availability because this depends on the progress and volume of other work. If we needed to... |</p>
<table>
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<tr>
<td>3.6.8.1. Include the name and title</td>
<td>Yes</td>
<td>See 3.6.8</td>
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<tr>
<td>3.6.8.2. Include qualifications, credentials, and areas of expertise</td>
<td>Yes</td>
<td>See 3.6.8</td>
</tr>
<tr>
<td>3.6.8.3. Identify each part of the project on which the listed individual will work</td>
<td>Yes</td>
<td>See 3.6.8</td>
</tr>
<tr>
<td>3.6.8.4. Experience with projects of similar scope and nature</td>
<td>Yes</td>
<td>See 3.6.8</td>
</tr>
<tr>
<td>3.6.8.5. Concise business biography or resume.</td>
<td>Yes</td>
<td>See 3.6.8</td>
</tr>
<tr>
<td>3.6.9. University is a leader in sustainability. List any sustainability measures Proposer has taken, awards received or other information that will demonstrate Proposer's commitment to sustainability.</td>
<td>Yes</td>
<td>Yes - in extended response narrative. Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
</tr>
<tr>
<td>3.6.10 Proposers must submit verification that the Proposer has any and all licenses (including, but not limited to, software licenses) necessary for the work contemplated under this RFP, as applicable.</td>
<td>Yes</td>
<td>No Desire2Learn has no relevant licenses to verify as none are required of us.</td>
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<tr>
<td><strong>3.7 References. (M/E)</strong></td>
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</tr>
<tr>
<td>3.7.1. Proposer must provide at least five higher education clients for whom similar LMS projects have been completed by Proposer. These clients may be contacted by University for an evaluation and assessment of the Proposer's performance. At least two of these clients should be Ellucian Banner clients. Client references contacted may include but not be limited to those client references provided by Proposer. In providing the client references, include, at minimum, the following:</td>
<td>Yes</td>
<td>Yes - in extended response narrative.</td>
</tr>
<tr>
<td>3.7.1..1. Institution Name</td>
<td>Yes</td>
<td>See 3.7.1</td>
</tr>
<tr>
<td>3.7.1..2. Contact Person and Title</td>
<td>Yes</td>
<td>See 3.7.1</td>
</tr>
<tr>
<td>3.7.1..3. Phone and e-mail address for contact person</td>
<td>Yes</td>
<td>See 3.7.1</td>
</tr>
<tr>
<td>3.7.1..4. Number of years Proposer has been providing service to this institution</td>
<td>Yes</td>
<td>See 3.7.1</td>
</tr>
<tr>
<td>3.7.1..5. For Ellucian Banner customer, how Proposer's LMS product interfaces with Banner at each institution.</td>
<td>Yes</td>
<td>See 3.7.1</td>
</tr>
<tr>
<td>3.7.1..6. How many of the institution’s departments use the LMS system?</td>
<td>Please consult with references provided in 3.7.1.</td>
<td>See 3.7.1</td>
</tr>
<tr>
<td>3.7.1..7. Proposer's average response time to reported concerns or problems reported by institution.</td>
<td>Please consult with references provided in 3.7.1.</td>
<td>See 3.7.1</td>
</tr>
</tbody>
</table>
## EXHIBIT C – Requirements and Features

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<tr>
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<tbody>
<tr>
<td><strong>3.8 Infrastructure and Accessibility, (M/E)</strong></td>
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</tr>
<tr>
<td>3.8.1. Describe the process for automatically populating course registration from Banner student registration data and subsequently uploading grades to Banner.</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
<td>Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
</tr>
<tr>
<td>3.8.2. Describe the LMS’s provisions for large file size transport (e.g. video files &gt; 500 MB) and video streaming capabilities.</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
<td>Please refer to our response regarding media storage and streaming on page 85 of the extended narrative response.</td>
</tr>
<tr>
<td>3.8.3. Does the LMS have the ability to automatically populate course registration from Banner student registration data and subsequently upload grades to Banner?</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
<td>Please refer to our response regarding Banner integration on page 40 of the extended narrative response.</td>
</tr>
<tr>
<td>3.8.4. Does the LMS employ a scalable database? If so, under what architecture?</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
<td>Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
</tr>
<tr>
<td>3.8.5. Does the LMS adjust its resources to balance different loads and demands?</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
<td>Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
</tr>
<tr>
<td>3.8.6.</td>
<td>What is the standard published plan for providing upgrades and new releases of the LMS? Do you maintain a published new release schedule and timing of upgrades, maintenance releases and patches? If so, please provide a copy of the schedule(s).</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
</tr>
<tr>
<td>3.8.7.</td>
<td>If the system offers a vendor-hosted option, please describe the flexibility and control University retains over the upgrade schedule.</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
</tr>
<tr>
<td>3.8.8.</td>
<td>If the system offers a vendor-hosted option, please describe the level of control over the version University runs.</td>
<td>Yes</td>
<td>See 3.8.7</td>
</tr>
<tr>
<td>3.8.9.</td>
<td>The law school operates on a semester basis, while the remainder of the University operates on a quarter system. How will the LMS accommodate University’s need for two production instances for the semester and quarter system courses?</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
</tr>
<tr>
<td>3.8.10.</td>
<td>How does the LMS accommodate faculty and staff who wish to store course materials and media in secure, persistent repositories for use in multiple courses and multiple terms?</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
</tr>
<tr>
<td>Requirement</td>
<td>Description</td>
<td>Response</td>
<td>Additional Information</td>
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<tr>
<td>3.8.11.</td>
<td>Describe archival and storage provisions of past courses as available to faculty, student, school administrators (non-technical) and system/application administrators.</td>
<td>Yes</td>
<td>Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
</tr>
<tr>
<td>3.8.12.</td>
<td>Describe the provisions that enable the LMS to be in compliance with Oregon and federal disabilities laws and regulations, including accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194.</td>
<td>Yes</td>
<td>Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
</tr>
<tr>
<td>3.8.13.</td>
<td>Describe how the LMS meets WCAG 2.0 accessibility standards.</td>
<td>Yes</td>
<td>Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
</tr>
<tr>
<td>3.8.15.</td>
<td>Does your product allow the user to customize the look of the display (size, color, etc.)? If so, describe how the user enables the customization features.</td>
<td>Yes</td>
<td>Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
</tr>
<tr>
<td>3.8.16.</td>
<td>Can LMS users program or use hot-keys for shortcuts?</td>
<td>Yes</td>
<td>Yes. Desire2Learn is a browser based platform; our solution has unique URLs for each area in the system. Therefore, it is possible to create short cut keys or hot keys to a specific, frequently used area of the platform. Depending on the authentication strategy adopted by your</td>
</tr>
<tr>
<td>3.8.17.</td>
<td>If included in the Competitive Range and invited for a demonstration, you will need to submit a completed copy of Section 1194.22 of the Information Technology Industry Council’s Voluntary Product Accessibility Template (VPAT).</td>
<td>Yes</td>
<td>Yes - in Supporting Documents section</td>
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<tr>
<td><strong>3.9 LMS Features. (M/E)</strong></td>
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<tr>
<td>3.9.1. Describe how the LMS provides and presents the following:</td>
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<tr>
<td>3.9.1.1. Uploading and downloading documents</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
<td>Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
</tr>
<tr>
<td>3.9.1.2. An assignment drop box or equivalent</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
<td>Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
</tr>
<tr>
<td>3.9.1.3. The ability to create, perform, and grade quizzes and tests online</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
<td>Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
</tr>
<tr>
<td>3.9.1.4. A comprehensive, programmable online grade book</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
<td>Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
</tr>
<tr>
<td>3.9.1.5. Offline sync capability for grade books.</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
<td>Yes, Desire2Learn supports faculty exporting the Desire2Learn gradebook to CSV and conducting offline grading. With the Import Wizard, Desire2Learn gradebook can identify when new grading columns have been added to the csv and</td>
</tr>
<tr>
<td>Requirement</td>
<td>Detailed Description</td>
<td>Yes/No</td>
<td>Additional Information</td>
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<tr>
<td>3.9.1.6.</td>
<td>Ability for instructors, course builders, teaching assistants and</td>
<td>Yes</td>
<td>walk the faculty through a short set of questions to properly import the new figures.</td>
</tr>
<tr>
<td></td>
<td>to properly import the new figures.</td>
<td>Yes</td>
<td>Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
</tr>
<tr>
<td>3.9.2.</td>
<td>Does the proposed LMS provide a well-designed mobile interface that works on the most commonly-used smart phones and tablets? Describe the functional differences between the mobile client or platform and the full online website.</td>
<td>Yes</td>
<td>Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
</tr>
<tr>
<td>3.9.3.</td>
<td>Describe the communication tools natively available in the LMS.</td>
<td>Yes</td>
<td>Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
</tr>
<tr>
<td>3.9.4.</td>
<td>Describe the ability to integrate plug-ins and third party tools.</td>
<td>Yes</td>
<td>Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
</tr>
<tr>
<td>3.9.4.1.</td>
<td>Does the LMS natively support LTI? What other interoperability and industry standards does LMS natively support?</td>
<td>Yes</td>
<td>Yes, Desire2Learn natively supports LTI. Please refer to our response regarding standards on page 8.</td>
</tr>
<tr>
<td>3.9.4.2.</td>
<td>Can a faculty member develop and integrate a third party tool just for one course?</td>
<td>Yes</td>
<td>Yes, using our standards-based and generic interfaces, a faculty member can create and integrate a tool for just one course.</td>
</tr>
<tr>
<td>3.9.4.3.</td>
<td>What are the common third party tools that are integrated?</td>
<td>Yes</td>
<td>Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
</tr>
<tr>
<td>Section</td>
<td>Yes/No</td>
<td>Response</td>
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</tr>
<tr>
<td>3.9.4.4. What collaboration tools (e.g. Google Docs) are natively supported or integrated?</td>
<td>Yes</td>
<td>Yes - in extended narrative response. Please refer to our response to item 3.9.3 (page 58) within the extended narrative response for details about collaboration tools supported within Desire2Learn Learning Suite.</td>
<td></td>
</tr>
<tr>
<td>3.9.4.4.1. E-Book tools</td>
<td>Yes</td>
<td>Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
<td></td>
</tr>
<tr>
<td>3.9.4.4.2. E-portfolio tools</td>
<td>Yes</td>
<td>Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
<td></td>
</tr>
<tr>
<td>3.9.4.4.3. Collaboration tools</td>
<td>Yes</td>
<td>Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
<td></td>
</tr>
<tr>
<td>3.9.4.4.4. Assessment tools, including math assessment tools</td>
<td>Yes</td>
<td>Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
<td></td>
</tr>
<tr>
<td>3.9.4.4.5. Classroom capture/lecture tools</td>
<td>Yes</td>
<td>Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
<td></td>
</tr>
<tr>
<td>3.9.4.4.6. Grading tools</td>
<td>Yes</td>
<td>Please refer to our response on page 54 of the extended narrative for details about grading tools supported within Desire2Learn Learning Suite.</td>
<td></td>
</tr>
<tr>
<td>3.9.4.4.7. Content creation and delivery tools</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
<td>Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
</tr>
<tr>
<td>3.9.4.4.8. Video editing tools</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
<td>Available via the optional Desire2Learn Capture. Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
</tr>
<tr>
<td>3.9.4.4.9. Live and on-demand streaming video platforms</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
<td>Yes, Desire2Learn Capture is an optional live and on-demand streaming platform available with our Learning Suite. Please refer to the overview provided on page 72 of the extended narrative for more information.</td>
</tr>
<tr>
<td>3.9.4.4.10. Other tools and platforms</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
<td>Please refer to our response to item 3.9.3 (page 58) for details about communication and collaboration tools supported within Desire2Learn Learning Suite. Furthermore, we encourage UO to review the Groups tool, as well as our Wiggio solution, as described on page 65.</td>
</tr>
<tr>
<td>3.9.4.5. How does the LMS handle large file size transport (e.g. video files &gt; 500 MB)?</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
<td>Please refer to our response regarding media storage and streaming on page 85.</td>
</tr>
<tr>
<td>3.9.4.6. Describe the Proposer’s process for integration of third party tools.</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
<td>Please refer to our response to item 3.9.4 on page 60 for details on the various ways our platform supports third-party extensibility. A further description of common third party integrations has been provided on page 60.</td>
</tr>
<tr>
<td>3.9.4.7. What is Proposer’s technical review and approval process for these tools?</td>
<td>Yes</td>
<td>Yes - in extended narrative</td>
<td>Desire2Learn does not want to limit integration capability, so we have opened up our API (through Desire2Learn Valence) and provide</td>
</tr>
<tr>
<td>3.9.5.</td>
<td>What kind of learning analytics features are natively integrated and/or otherwise available? If additional modules need to be licensed and integrated, please indicate. To whom are these data available and how are they presented?</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
</tr>
<tr>
<td>3.9.5.1.</td>
<td>Usage Reporting &amp; data mining</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
</tr>
<tr>
<td>3.9.5.2.</td>
<td>Intervention</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
</tr>
</tbody>
</table>
| 3.9.5.3. | Assessment | Yes | Yes - in extended | Yes, assessment reporting is supported. Please refer to our response regarding the reporting tool.
<table>
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<tr>
<th>Requirement</th>
<th>Yes/No</th>
<th>Narrative Response</th>
<th>Additional Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.9.5.4. Dashboard</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
<td>Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
</tr>
<tr>
<td>3.9.5.5. Student activity, time on task for separate components of the class</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
<td>Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
</tr>
<tr>
<td>3.9.5.6. Graphical representation of data</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
<td>Yes, graphical representation of reporting data is supported. Please refer to our response regarding our reporting capabilities on page 77.</td>
</tr>
<tr>
<td>3.9.6. Describe the query tools available to access data contained within the LMS, including usage data and content. Describe the granularity of permissions available for users to access these query tools.</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
<td>Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
</tr>
</tbody>
</table>
| 3.9.7. What are the LMS' provisions for media storage and streaming?      | Yes    | Yes - in extended narrative response                                                | Desire2Learn offers multiple ways for users to create, upload, and distribute media. The three main ways are:  
  - Through native Desire2Learn interfaces, such as the Video Note tool or the Content tool  
  - Through the optional Desire2Learn Capture, or;  
  - Through the optional Desire2Learn Learning Repository  
  Please refer to the corresponding extended narrative response for more information regarding this requirement. |
<p>| 3.9.8. | <strong>Describe default and available user roles and views. Describe how granular and customizable these roles and views are without additional development.</strong> | Yes | Yes - in extended narrative response | Please refer to the corresponding extended narrative response for more information regarding this requirement. |
|-----------------------|-------------------------|--------------------------------------|-----------------------------|
| 3.10 Implementation Plan. (M/E) | | | |
| 3.10.1. Describe your plan for implementing the LMS at the University. Include approximate time lines, roles, vendor responsibilities and the resources and time commitments the University is expected to provide. Include in your plan, the LMS’ optimal hardware configuration - meaning all hardware needed. If multiple system configurations are possible, state each configuration separately and specifically. Include an estimate of what would be involved in migrating data from the University’s existing system (at the posting of this RFP, we are running Blackboard Learn 9.1, SP11 with plans to upgrade to SP13) to the selected LMS. | Yes | Yes - in extended narrative response and Supporting Documents | Please refer to the corresponding extended narrative response for more information regarding this requirement. Sample Implementation Plan provided in our Supporting Documents section on page 141. |
| 3.10.1. Include a detailed time line for the LMS implementation including anticipated time you are required to be on site. | Yes | Yes - in extended narrative response and Supporting Documents | Please refer to the sample implementation timeline provided for UO in the Supporting Documents section, and the accompanying details regarding implementation on page 88. Note that the sample timeline included in the Supporting Documents section is only a sample; Desire2Learn will develop a detailed timeline with UO during the implementation process. Furthermore, Desire2Learn’s implementation team does not typically go on-site during an implementation. However, this could be accommodated if required; UO would be expected to cover travel costs in such cases. |
| 3.10.1.2. Include an estimate of the amount of | Yes | Yes - in | Please refer to the corresponding extended |</p>
<table>
<thead>
<tr>
<th>Requirement</th>
<th>Narrative Response</th>
<th>Extended Narrative Response and Supporting Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.10.1.3. Include a brief narrative of similar implementation plans used by your firm over the past two years.</td>
<td>Yes</td>
<td>For each project, Desire2Learn prepares a plan that defines the scope, schedule, cost, and approach for a project. Task owners are involved in developing implementation and operational plans and dates for deliverables. This ensures buy-in at applicable levels of the organization. Requirements management is factored into the planning stage, ensuring that the appropriate Desire2Learn team leaders are fully aware of all of a client’s requirements. Versioning for subsequent planning documents is taken into account providing that all stakeholders understand requirements. Signoffs are obtained at pre-determined “gates” to ensure that expectations and quality are met. Desire2Learn has performed a number of implementations for clients who are similar in size and type to UO.</td>
</tr>
<tr>
<td>3.10.1.4. Provide a sample project plan that shows the typical tasks, durations and dependencies for deploying the LMS.</td>
<td>Yes</td>
<td>Please refer to the sample implementation timeline provided for UO in the Supporting Documents section, and the accompanying details regarding implementation on page 88. Note that the sample timeline included in the Supporting Documents section is only a sample; Desire2Learn will develop a detailed timeline with UO during the implementation process.</td>
</tr>
<tr>
<td>3.10.1.5. What support resources are available to University staff and students during the migration? (e.g. documentation,</td>
<td>Yes</td>
<td>Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
</tr>
<tr>
<td><strong>3.10.1.6.</strong> What support resources are available to technical staff (e.g. application, system and database administrators) during the migration? Include pricing model for support.</td>
<td><strong>Response</strong></td>
<td>Yes</td>
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<tr>
<td><strong>3.10.1.7.</strong> Include a listing of anticipated roles and responsibilities for University employees, including estimated workload in labor hours over the period of the migration (e.g. documentation, communities of practice, etc.)</td>
<td><strong>Response</strong></td>
<td>Yes</td>
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<tr>
<td><strong>3.11</strong> Training. (M/E)</td>
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</tr>
<tr>
<td>3.11.1. Describe how training is conducted and the depth of training for system administrators, technical staff support personnel, and end users.</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
</tr>
<tr>
<td>3.11.2. List the training materials and manuals provided</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
</tr>
<tr>
<td>3.11.3. Identify site specific training materials that will be created as part of the implementation at University. Include a plan for development of University-specific training materials, which in conjunction with Proposer supplied materials and personnel. Training should be designed to position University to train future end users in use of the LMS. Provide examples of materials created for previous clients if applicable (hyperlinks to wikis, or other online documentation is acceptable).</td>
<td>Yes</td>
<td>Yes - in extended narrative response and Supporting Documents</td>
</tr>
<tr>
<td>3.11.4. Describe the all tiers of offered end user training models and methods. Include pricing for each tier.</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
</tr>
<tr>
<td>3.11.5.</td>
<td>What is the costing model for training on future upgrades?</td>
<td>Yes</td>
</tr>
<tr>
<td>3.11.6.</td>
<td>Is training web-based, on-site or conducted at some other location?</td>
<td>Yes</td>
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<tr>
<td><strong>3.12</strong> System Support. (M/E)</td>
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<tr>
<td>3.12.1. Provide the warranty period and details of the warranty coverage for your product. It is assumed the warranty period will comply with Section 2.5 of the RFP – if this is different for your product, please explain.</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
</tr>
<tr>
<td>3.12.2. State the different user support options available, the hours that support is available (in Pacific Time), and the cost for the different options. In the event of a system problem, what technical support staff (from successful Proposer) would be available to respond, how would they respond, what response methods would be used, and what would be the response time?</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
</tr>
<tr>
<td>3.12.3. Provide performance statistics over the last three years to support your estimated response time.</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
</tr>
<tr>
<td>3.12.4. Provide a clear description of any software on which the LMS is dependent (e.g.: Oracle, SQL Server, Windows) and for each type of software dependency (OS, database, browser, etc.) describe how many versions will be concurrently supported. Address both forward and backward</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
</tr>
<tr>
<td>Section</td>
<td>Question</td>
<td>Response 1</td>
</tr>
<tr>
<td>---------</td>
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</tr>
<tr>
<td>3.12.5.</td>
<td>How do you track compatibility issues with the major browsers (Firefox, Internet Explorer, Safari, Chrome…) and how do you communicate information regarding compatibility issues to your clients?</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>Desire2Learn tracks all compatibility issues with major browsers in the ServiceNow Helpdesk. Desire2Learn considers browser issues to be a top priority and strives to quickly fix any reported browser issues for the supported and preferred browsers for each version. Desire2Learn keeps an active list of compatible and supported browsers on our client facing documentation for each version. Desire2Learn releases a known issues list with each version that includes any browser related compatibility issues. When a user logs in with a browser that is not consider one of the preferred browsers for the environment, a brief, dismissible warning can appear.</td>
<td></td>
</tr>
<tr>
<td>3.12.6.</td>
<td>Provide a clear description of relevant third-party services on which the LMS is dependent (e.g., third-party vendor cloud-based storage).</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
<td></td>
</tr>
<tr>
<td>3.12.7.</td>
<td>If you offer hosted solutions, list and describe any and all unplanned outages the LMS experienced over the last three years, including duration, cause, response and client communications/management.</td>
<td>Yes - client communication information has been provided.</td>
</tr>
<tr>
<td></td>
<td>Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
<td></td>
</tr>
<tr>
<td>3.12.8.</td>
<td>List the updates/upgrades/releases of your proposed LMS solution for the past three years including its purpose (e.g., bug fixes, security update, functionality enhancements, etc.).</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>Please refer to our response on page 29 for a table detailing product releases and features related to the versions released since 2010. Further information about our releases can be found in the Innovation section on page 14.</td>
<td></td>
</tr>
<tr>
<td>3.12.9.</td>
<td>What is the plan for providing future upgrades and new releases of the LMS? What is the new release schedule and timing of upgrades? Delineate the standard update/upgrade procedures</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
<td></td>
</tr>
<tr>
<td>3.12.10.</td>
<td>How are client’s needs accommodated in the upgrade and planned downtime schedules?</td>
<td>Yes</td>
</tr>
<tr>
<td>3.12.11.</td>
<td>What methods do you have in place for users to request LMS enhancements?</td>
<td>Yes</td>
</tr>
<tr>
<td>3.12.12.</td>
<td>What processes do you have in place for users to know what enhancements are being developed and to allow for early-adoption or beta-testing?</td>
<td>Yes</td>
</tr>
<tr>
<td>3.12.13.</td>
<td>Include an estimate of University’s technical support needed in-house to keep your LMS running at optimal level on an ongoing basis for maintenance, upgrades, modifications, back-ups, etc. Give your recommendation in FTE (Full Time Equivalence). For example, a full time (40 hours a week) person would be 1.0 FTE. A half-time person (20 hours per week) would be 0.5 FTE. Also, list any programming languages or specific skills that will be required to perform maintenance, upgrades, modifications, back-ups, etc.</td>
<td>Yes</td>
</tr>
<tr>
<td>3.12.14.</td>
<td>What statistics do you have to support the above recommendations for in-house (University) support staffing needed?</td>
<td>Yes</td>
</tr>
<tr>
<td>3.12.15.</td>
<td>What LMS problems are expected to be fixed in-house by University technical staff vs. any emergencies that must be fixed by the successful Proposer’s support team?</td>
<td></td>
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</tr>
<tr>
<td><strong>Yes</strong></td>
<td><strong>Yes</strong> - in extended narrative response</td>
<td></td>
</tr>
<tr>
<td>Desire2Learn would fix problems that are specifically related to our products, integrations, and our hosting services (if hosted using Desire2Learn Cloud). If, for instance, users were unable to log in to the LMS because UO’s LDAP server was unavailable, we would expect UO to be responsible for fixing that issue. That said, we recognize that users may experience a problem and not immediately know that it is strictly an “LMS problem”. Therefore, we would provide best-effort support to help identify the source of the problem and provide assistance until it became clear that the problem was actually not something we could resolve, at which point we would notify the appropriate contact at UO. If hosted on-premise, clients are responsible for addressing issues related to their server software (OS, etc.), hardware, and infrastructure, as well as any issues pertaining to local archiving and backups. If UO uses Desire2Learn’s APIs to develop custom integrations, Desire2Learn would provide support for the APIs, but UO would need to support the integrations themselves.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3.12.16.</th>
<th>If the LMS is completely or partially hosted, please provide LMS service uptime expectations, including the criteria on which the calculation is</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Yes</strong></td>
<td><strong>Yes</strong> - in extended narrative</td>
</tr>
<tr>
<td>Please refer to our response regarding availability and our SLA objectives on page 105. Further information can also be found on page 12.</td>
<td></td>
</tr>
<tr>
<td>Requirement</td>
<td>Description</td>
</tr>
<tr>
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</tr>
<tr>
<td>3.12.17.</td>
<td>If the LMS is completely or partially hosted, provide histories of planned and unplanned downtime for the past three years. Clearly define what is included in “planned” and “unplanned” downtime.</td>
</tr>
<tr>
<td>3.12.18.</td>
<td>If the LMS is completely or partially hosted, please describe the business continuity and disaster recovery procedures and infrastructure for the LMS service.</td>
</tr>
<tr>
<td>3.12.19.</td>
<td>If the LMS is completely or partially hosted, how do you communicate with and provide support/mitigation to clients during unplanned downtimes?</td>
</tr>
</tbody>
</table>

Desire2Learn understands the importance of reliability. We have a Service Level Agreement with respect to our Application availability in our Desire2Learn Cloud environment. Desire2Learn will incur financial penalties for failing to meet those requirements. This is a financial guarantee on our service availability. We have provided a table of what those penalties would look like in relation to the level of unavailability of the service on page 12. Further information regarding availability and our SLA objectives can be found on page 105.

Outage notifications and updates typically occur via e-mail. When we set up a client with the Desire2Learn Service Desk, a communication plan can be put in place to ensure that desired communication channels are followed when service is interrupted or lost. Clients can specify who at their institution should be notified about different types of issues. Off hours contacts at your institution can also be set up with the Service Desk.
<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>3.13</td>
<td></td>
<td></td>
<td>The response provided in the extended response for this requirement details Desire2Learn Cloud’s security architecture. For information regarding our application architecture, please refer to our response on page 33.</td>
</tr>
<tr>
<td>3.13.1. Describe the security architecture for this LMS.</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
<td>The LMS has capabilities with respect to non-repudiation through various levels of logging and meta-data generation as part of user operations.</td>
</tr>
<tr>
<td>3.13.2. Describe the capabilities of the LMS that ensure that all activity in the LMS is accountable.</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
<td>Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
</tr>
<tr>
<td>3.13.3. Describe how authentication data and access control information is protected.</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
<td>Please refer to our response to item 3.13.3 above, as well as our response regarding the Roles and Permissions tool on page 86.</td>
</tr>
<tr>
<td>3.13.4. Describe the organization schema of access control rights and privileges and emphasize how this schema supports Role Based Access Control concepts.</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
<td>Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
</tr>
<tr>
<td>3.13.5. Describe what authentication mechanisms are supported by the LMS via applicable interfaces, e.g., web-based and mobile access.</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
<td>We have experience with SAML 2. SAML 2 is the protocol used by Shibboleth, which is supported by Desire2Learn. We can use our Shibboleth</td>
</tr>
<tr>
<td>3.13.5.1. SAML 2.0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.13.5.2. Internet2 Middleware Initiative eduPerson schema</td>
<td>response</td>
<td>support to integrate with other SAML2-compliant SSO systems, as well as other SSO protocols that Shibboleth interoperates with (e.g., SAML 1, WS-Federation for ADFS).</td>
<td></td>
</tr>
<tr>
<td>3.13.6. How does the LMS accommodate users without credentials from the primary authentication mechanism?</td>
<td>response</td>
<td>Although Desire2Learn Learning Environment is a consumer of LDAP services and not a directory in itself, Desire2Learn’s flexible LDAP support allows for interoperability with directories implementing eduPerson - for example, optionally using eduPersonPrincipalName as the match field in authenticating binds, and appending the @realm suffix invisibly, if required.</td>
<td></td>
</tr>
<tr>
<td>3.13.7. Provide a detailed explanation of measures, constructs, or operational concepts that have been implemented to ensure that information requiring privacy protection is in accordance with applicable law.</td>
<td>response</td>
<td>An unlimited number of authentication sources can be used with one Desire2Learn instance, provided that only one authentication source is associated with a particular user. This capability is unique to Desire2Learn. Separate authentication sources can be used for different organization units as well. Users without credentials from the primary authentication system can still login via the client’s Desire2Learn login page/portal. This login can be placed on a client webpage. The user will have their login credentials checked against the primary authentication source, and if they are not in it, the system will seamlessly check against the basic Desire2Learn user/password database tables.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
<td>Yes - in extended narrative response</td>
</tr>
<tr>
<td>3.13.8.</td>
<td>Describe the measures and capabilities that are in place to support legal and regulatory requirements (FERPA, Homeland Security, HIPAA, Oregon Identity Theft Protection Act, Copyright, Higher Education Reauthorization Act etc.).</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
</tr>
<tr>
<td>3.13.9.</td>
<td>List and describe changes in licensing and support models required if the University were interested in hosting two separate instances of the LMS to accommodate alternate academic calendars (quarter and semester) and systems (continuing education/extension where students do not have university IDs).</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
</tr>
<tr>
<td>3.13.10.</td>
<td>Describe how the LMS will meet the OUS Information Security Policy (<a href="http://www.ous.edu/dept/cont-div/fpm/genl-56-350">http://www.ous.edu/dept/cont-div/fpm/genl-56-350</a>).</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
</tr>
<tr>
<td>3.13.11.</td>
<td>Provide a detailed description of the LMS' backup and recovery features. Does the LMS have turnkey redundancy?</td>
<td>Yes, we have responded to this requirement</td>
<td>Yes - in extended narrative response</td>
</tr>
<tr>
<td>3.13.12.</td>
<td>Using the most current top 10 list of web application vulnerabilities published by the Open Web Application Security Project (<a href="http://www.owasp.org">www.owasp.org</a>), describe the actions taken to</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
</tr>
<tr>
<td>Requirement</td>
<td>Description</td>
<td>Response</td>
<td></td>
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</tr>
<tr>
<td>3.13.13.</td>
<td>Describe how and/or the extent to which known system vulnerabilities are communicated to clients.</td>
<td>Yes - in extended narrative response</td>
<td>In the event that system vulnerabilities would need to be communicated to clients, Desire2Learn follows its Security and Privacy Incident Management Process. Desire2Learn would work with impacted clients to implement a patch or remediation of the vulnerability in a timeframe that addresses the criticality of the issue and the ability of the client to implement the corrective action.</td>
</tr>
<tr>
<td>3.13.14.</td>
<td>Provide examples of experience with security configurations at other schools of similar size and structure to University.</td>
<td>Please see comments</td>
<td>Desire2Learn does not disclose specifics or examples of security configurations, but is willing to discuss an organization’s security requirements and how Desire2Learn controls can address them.</td>
</tr>
<tr>
<td>3.13.15.</td>
<td>Describe the process used to test the security of the LMS after each version release and for each patch.</td>
<td>Yes - in extended narrative response</td>
<td>Please refer to the corresponding extended narrative response for more information regarding this requirement.</td>
</tr>
<tr>
<td>3.13.16.</td>
<td>List and describe any security breaches, incidents compromising confidential information, and unauthorized access to your LMS during the last five years.</td>
<td>Please see comments</td>
<td>Desire2Learn does not disclose any information regarding security breaches or unauthorized access to the LMS environment except directly to impacted clients, as covered under the Desire2Learn Privacy Statement or in accordance with internal Security Incident Management policies and procedures. As a testament to the success of our security practices, Desire2Learn has not been listed in the National Institute of Standards and Technology (NIST) National Vulnerability Database, a reputable repository of reported software vulnerabilities.</td>
</tr>
<tr>
<td>3.13.17.</td>
<td>List and describe any incidents involving the introduction of computer viruses on customer's or third party's computer.</td>
<td>Please see comments</td>
<td>Yes - in extended narrative</td>
</tr>
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<tr>
<td>3.14</td>
<td>Price Proposal. (M/E)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.14.1.</td>
<td>Describe the basis for your pricing structure.</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
</tr>
<tr>
<td>3.14.1.1.</td>
<td>Number of enrolled students?</td>
<td>Yes - FTE Students</td>
<td>Yes - in extended narrative response</td>
</tr>
<tr>
<td>3.14.1.2.</td>
<td>University’s full-time equivalent (FTE) employees?</td>
<td>Yes - FTE Students</td>
<td>Yes - in extended narrative response</td>
</tr>
<tr>
<td>3.14.1.2.1.</td>
<td>If based on University’s FTE, what is your basis for determining University’s FTE?</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
</tr>
<tr>
<td>3.14.1.3.</td>
<td>Number of University’s courses?</td>
<td>See comments</td>
<td>Yes - in extended narrative</td>
</tr>
<tr>
<td>Requirement</td>
<td>Question</td>
<td>Response</td>
<td>Information Provided Above</td>
</tr>
<tr>
<td>-------------</td>
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</tr>
<tr>
<td>3.14.1.4</td>
<td>Other basis not listed above?</td>
<td>Yes - in extended narrative response</td>
<td>See comments</td>
</tr>
<tr>
<td>3.14.1.5</td>
<td>Do you offer a tiered pricing structure based on volumes of any of the above?</td>
<td>Yes - in extended narrative response</td>
<td>Yes, Desire2Learn offers volume-based pricing for our core products. Should UO’s student population grow, your institution may be able to take advantage of that growth and negotiate a lower per FTE price upon contract anniversary dates. On-premise configurations are compliant with the information provided above.</td>
</tr>
<tr>
<td>3.14.1.6</td>
<td>What will be the impact on pricing as University’s LMS usage increases or decreases?</td>
<td>Yes - in extended narrative response</td>
<td>Information regarding both On-Premise and Desire2Learn-hosted options have been provided in the corresponding extended narrative response for this requirement.</td>
</tr>
<tr>
<td>3.14.1.7</td>
<td>What is the impact on pricing of non-credit courses (i.e. professional and continuing education courses)?</td>
<td>Yes - in extended narrative response</td>
<td>The pricing provided as part of Desire2Learn’s proposal is based on Full Time Equivalent (FTE) Students. Should Staff or Faculty be required to use the system to learn, then additional licenses would need to be purchased for those learners. Desire2Learn would be happy to discuss this option with you and determine pricing upon request.</td>
</tr>
<tr>
<td>3.14.1.8</td>
<td>What is the impact on pricing of non-credit large enrollment courses (i.e. massive open online courses)?</td>
<td>Yes - in extended narrative response</td>
<td>Information regarding both On-Premise and Desire2Learn-hosted options have been provided in the corresponding extended narrative response for this requirement.</td>
</tr>
<tr>
<td>3.14.2</td>
<td>Hardware (provide an estimated cost and list of ALL hardware that University will be required to have to support proposed solution.)</td>
<td>Yes - in extended narrative response</td>
<td>Information regarding both On-Premise and Desire2Learn-hosted options have been provided in the corresponding extended narrative response for this requirement.</td>
</tr>
<tr>
<td>3.14.3</td>
<td>All-inclusive (“bundled’) pricing for software and hosting (as applicable) required to meet all LMS functional and system requirements. Include base cost of software licensing fees and itemized prices for any required or optional add-on modules/interfaces.</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
</tr>
<tr>
<td>3.14.4</td>
<td>Miscellaneous fees - required or optional (detailed list of fees may include shipping fees, usage fees, upgrade fees, etc).</td>
<td>See comments</td>
<td>Yes - in extended narrative response</td>
</tr>
<tr>
<td>3.14.5</td>
<td>Training cost – if you offer different training options (on-site, web-based, etc) include complete pricing for all possible training options.</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
</tr>
<tr>
<td>3.14.6</td>
<td>Cost of migration/conversion of existing data in our current LMS to your LMS. What is included in the standard fee and what is available at additional cost?</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
</tr>
<tr>
<td>3.14.7</td>
<td>Annual Support and maintenance, based on available levels of service for years 1 through 5 after the end of the one-year warranty period on the initial LMS implementation (should include support, maintenance and any other costs necessary). For evaluation purposes, University assumes a one-year no charge, warranty period – if this is different for your product, please explain. Additionally, it is assumed these prices will be subject to Sections 2.3 and 2.4 of the RFP – if this is different for your product, please</td>
<td>See comments</td>
<td>Yes - in extended narrative response</td>
</tr>
<tr>
<td>3.14.8</td>
<td>Hourly rates (which may include rates at different tiers based on skill-set of employee) used to provide the basis for add-on development and training. It is assumed these rates shall be will be subject to Sections 2.3 and 2.4 of the RFP – if this is different for your product, please explain.</td>
<td>See comments</td>
<td>Yes - in extended narrative response</td>
</tr>
<tr>
<td>3.14.9</td>
<td>Provide any and all additional pricing by category or service type as well as price and rate structure (i.e., hourly, annually, per transaction) for any costs not previously addressed in the above items.</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
</tr>
<tr>
<td>3.14.10</td>
<td>Provide your pricing methodology for enhancements and customizations if requested by University.</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
</tr>
<tr>
<td>3.14.11</td>
<td>Provide pricing methodology and costs University may incur for new or additional functionality or services.</td>
<td>Yes</td>
<td>Yes - in extended narrative response</td>
</tr>
</tbody>
</table>
|               |               | information.  
|---------------|---------------|-------------------
|               |               | On-premise configurations are compliant with the information provided above. |
The following information is marked confidential, and is not intended for public release. In the event of a public records request, this information is to be redacted to the maximum extent provided by law.

All specifications and requirements are subject to Desire2Learn’s responses. Desire2Learn agrees only to substantially furnish services to the University of Oregon in accordance with what it has proposed in this document.

Desire2Learn attaches our Master Agreement to this RFP response. If there are any omissions, inconsistencies or modifications between Desire2Learn’s attached Master Agreement and the terms and conditions supplied or referenced in this RFP, and the term is not required by law, Desire2Learn’s Master Agreement shall take precedence. While Desire2Learn is open to negotiating in good faith our terms and conditions with the University of Oregon, our pricing and offering is consistent with the terms and conditions set out in our Master Agreement.

Pursuant to section 4.2 of the RFP, we also itemize some of the exceptions we have in the table below:

<table>
<thead>
<tr>
<th>Section, Article or Paragraph in RFP or Terms and Conditions</th>
<th>Desire2Learn exception, referenced language or proposed change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 4.9, “Public Records/Property of University”</td>
<td>Desire2Learn requests that such license be limited in order to provide protection for Desire2Learn’s intellectual property, trade secrets and confidential information contained in the proposal. We can therefore grant you limited rights to use and copy the proposal solely for the purpose of evaluating the Proposal, negotiating a contract, if awarded to Proposer, or as otherwise needed to administer the RFP process, and to fulfill obligations under Oregon Public Records Laws.</td>
</tr>
<tr>
<td>Exhibit A, Section 1</td>
<td>Desire2Learn requests the ability to negotiate some of the terms and conditions prior to being bound by them.</td>
</tr>
<tr>
<td>Exhibit E, Trial Period License Agreement</td>
<td>Desire2Learn prefers to use our form of agreement. Please see the attached Pilot Agreement.</td>
</tr>
<tr>
<td>Exhibit F, Section 1.1</td>
<td>In the event of a conflict Desire2Learn requests our Master Agreement to control over all.</td>
</tr>
<tr>
<td>Exhibit F, Section 2.5</td>
<td>Desire2Learn requests this clause be removed in its entirety</td>
</tr>
<tr>
<td>Exhibit F, Section 2.6</td>
<td>Due to our maintenance schedule, Desire2Learn requires sixty (60) days after receipt of written notice from the non-breaching Party to cure a breach of contract.</td>
</tr>
<tr>
<td>Exhibit F, Section</td>
<td>Desire2Learn request(s)</td>
</tr>
<tr>
<td>-------------------</td>
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</tr>
<tr>
<td>2.7</td>
<td>this section be replaced with section 9 of the attached Master Agreement. Desire2Learn is willing to discuss termination by reason of non-appropriation of funding, and other reasons set out in 2.7 of the Terms and Conditions.</td>
</tr>
<tr>
<td>3.2</td>
<td>Desire2Learn will use reasonable commercial efforts to staff the project with certain key personnel, but reserves the right to revise its list if schedules do not permit the allocation of such resources, or for any reason beyond Desire2Learn’s reasonable control.</td>
</tr>
<tr>
<td>3.7</td>
<td>Desire2Learn requests that cancellation of work shall be addressed in accordance with section 9 of the Master Agreement. As regards scheduling delays, we are willing to discuss this within the context of the relevant Statement of Work.</td>
</tr>
<tr>
<td>4</td>
<td>Desire2Learn requests that any acceptance criteria and procedures be addressed in the relevant Statement of Work.</td>
</tr>
<tr>
<td>5.1 and 5.2</td>
<td>We are in agreement with these sections; however we request that “Unless otherwise agreed between the parties” be added to the beginning, in case change orders to the project are agreed.</td>
</tr>
<tr>
<td>5.3</td>
<td>Please add “unless otherwise agreed between the parties” to the end of the first sentence.</td>
</tr>
<tr>
<td>5.4</td>
<td>Depending on the agreed length of the initial term, we request that we remain open to discuss any price increases.</td>
</tr>
<tr>
<td>5.6</td>
<td>Desire2Learn requests this clause be removed in its entirety.</td>
</tr>
<tr>
<td>7</td>
<td>Desire2Learn will only provide the warranties outlined in section 2 of the attached Master Agreement.</td>
</tr>
<tr>
<td>9.1, 9.2, 9.3, and 9.4</td>
<td>Desire2Learn requests these clauses be made mutual as such; we propose that sections 1.06, 1.07, 3.01 and 3.02 from the Desire2Learn Master Agreement be used to replace these sections.</td>
</tr>
<tr>
<td>9.5</td>
<td>Desire2Learn requests this clause be made mutual so that it protects and provides benefits to both parties.</td>
</tr>
<tr>
<td>Exhibit F, Section 9.7</td>
<td>Desire2Learn requests this clause be made mutual, and that a party's consent will not be unreasonably withheld. In addition, we request that the following be added to this clause: “Nothing in this section is intended to prohibit Desire2Learn from naming the University in client listings or having the University’s name disclosed as part of the natural use of the products and services”.</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Exhibit F, Section 9.8</td>
<td>Please add “Subject to the foregoing confidentiality provisions and to Oregon law as regards the protection of trade secrets” to the beginning of this clause.</td>
</tr>
<tr>
<td>Exhibit F, Section 10</td>
<td>Desire2Learn has attached our insurance certificate of our current coverage. It is our experience that this type of coverage will suffice.</td>
</tr>
<tr>
<td>Exhibit F, Section 11</td>
<td>Desire2Learn requests this clause be removed in its entirety and replaced with sections 5 and 6 of the attached Master Agreement.</td>
</tr>
<tr>
<td>Exhibit F, Section 12</td>
<td>Desire2Learn requests this clause be removed in its entirety and replaced with sections 5 and 6 of the attached Master Agreement.</td>
</tr>
<tr>
<td>Exhibit F, Section 13</td>
<td>Desire2Learn requests this clause be removed in its entirety and replaced with section 4 of the attached Master Agreement and section C1 of the Consulting Addendum attached to the Master Agreement.</td>
</tr>
<tr>
<td>Exhibit F, Section 14</td>
<td>Desire2Learn has an existing agreement with Escrow Associates LLC. Upon payment of the annual fee for such services, the University can be added as a beneficiary to this agreement.</td>
</tr>
<tr>
<td>Exhibit F, Section 15.5</td>
<td>Desire2Learn requests clarification regarding this clause. It is not our intention to request payment from the University for anything that is not being provided under Desire2Learn’s agreement with the University.</td>
</tr>
<tr>
<td>Exhibit F, Section 15.7</td>
<td>This clause should not be required because Desire2Learn is providing a software solution, and our printed documentation – if any – is a very small part of what we provide.</td>
</tr>
<tr>
<td>Exhibit F, Section 15.8</td>
<td>Desire2Learn requests this clause be removed in its entirety.</td>
</tr>
<tr>
<td>Exhibit F, Section 15.9</td>
<td>Desire2Learn requests this clause be removed in its entirety and replaced with section 11 of the attached Master Agreement.</td>
</tr>
<tr>
<td>------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Exhibit F, Section 15.10</td>
<td>Desire2Learn would prefer to replace this clause with section 12.01 of the attached Master Agreement.</td>
</tr>
<tr>
<td>Exhibit F, Section 15.12</td>
<td>Such audits may be done once per year upon thirty (30) days prior written notice during normal business hours and in a manner that would not unreasonably disrupt Desire2Learn’s business. No copies may be made.</td>
</tr>
<tr>
<td>Exhibit F, Section 15.14</td>
<td>Desire2Learn requests this clause be removed in its entirety and replaced with section CA3.01 of the Consulting Addendum in the attached Master Agreement.</td>
</tr>
<tr>
<td>Exhibit F, Section 15.15</td>
<td>Desire2Learn is willing to discuss termination by reason of non-appropriation of funding, but requests that the last sentence in this clause be removed in its entirety.</td>
</tr>
<tr>
<td>Exhibit F, Section 15.17</td>
<td>Desire2Learn requests this clause be removed in its entirety.</td>
</tr>
<tr>
<td>Exhibit F, Section 15.34</td>
<td>Desire2Learn requests that this clause be replaced by section 6 of the attached Master Agreement.</td>
</tr>
</tbody>
</table>
MEMORANDUM OF INSURANCE

This memorandum describes coverage in force at the date of issue hereof and is furnished as a matter of information only, and confers no rights or obligations to the holder.

**INSURED’S FULL NAME AND MAILING ADDRESS**

<table>
<thead>
<tr>
<th>D2L Ltd.</th>
<th>Cowan Insurance Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>715 St. Paul Street</td>
<td>705 Fountain Street North, P.O. Box 1510</td>
</tr>
<tr>
<td>Baltimore, Maryland</td>
<td>Cambridge, ON</td>
</tr>
<tr>
<td>USA 21202+2311</td>
<td>N1R 5T2</td>
</tr>
<tr>
<td>BROKER’S CLIENT ID: DESIR-U</td>
<td></td>
</tr>
</tbody>
</table>

**COVERAGES**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>INSURANCE COMPANY AND POLICY NUMBER</th>
<th>EFFECTIVE DATE (YYYY/MM/DD)</th>
<th>EXPIRY DATE (YYYY/MM/DD)</th>
<th>LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>Chubb Insurance 35997200</td>
<td>2012/12/31</td>
<td>2013/12/31</td>
<td>Each Occurrence $2,000,000, General Aggregate $2,000,000, Products &amp; Completed Operations Aggregate $2,000,000, Personal Injury $2,000,000, Tenants Legal Liability $2,000,000, Non-Owned Auto $</td>
</tr>
<tr>
<td>AUTOMOBILE LIABILITY</td>
<td>Chubb Insurance 79889359</td>
<td>2012/12/31</td>
<td>2013/12/31</td>
<td>Bodily Injury and Property Damage Combined $</td>
</tr>
<tr>
<td>EXCESS LIABILITY</td>
<td>Chubb Insurance 35997200</td>
<td>2012/12/31</td>
<td>2013/12/31</td>
<td>Each Occurrence $8,000,000, Aggregate $8,000,000</td>
</tr>
<tr>
<td>OTHER LIABILITY (SPECIFY)</td>
<td>Chubb Insurance 35997200</td>
<td>2012/12/31</td>
<td>2013/12/31</td>
<td>Each Claim: $5,000,000, Aggregate: $5,000,000</td>
</tr>
</tbody>
</table>

Above limits are in US Currency

**SIGNATURE OF AUTHORIZED REPRESENTATIVE**

[Signature]

Jolanda Palach, C.A.I.B.

**PHONE NUMBER**

519-650-6360

**FAX NUMBER**

519-650-6366

**EMAIL ADDRESS**

Jolanda.palach@cowangroup.ca

**DATE (YYYY/MM/DD)**

2013/01/03
University of Oregon PCS # 250000-0009-RFI – Best and Final Offer

*University of Oregon and D2L*

Alan Whitehead, SESE
9/03/2014
Purchasing and Contracting Services
University of Oregon

09/03/2014

Dear Helen,

Thank you for inviting D2L to submit a best and final offer for the University of Oregon PCS # 250000-0009-RFI.

The following information is marked confidential, and is not intended for public release. In the event of a public records request, this information is to be redacted to the maximum extent provided by law.

Since it has been some time since we responded to your RFI in June 2013, we would appreciate the opportunity to meet with the committee to understand what developments have occurred in your organization and discuss how we can help you achieve your objectives. We would also be happy to update you on our business, including the latest developments in what we can offer with respect to adaptive and personalized learning, competency-based learning, learning analytics and more. The technology that supports our solutions is continually evolving, enabling us to offer greater personalization and produce dramatic improvements for clients in the areas of student engagement, retention, graduation rates and learning outcomes.

Since we submitted our original June 2013 response there have been adjustments to our pricing model. As you would be aware, last year we offered the University of Oregon a statewide public institution aggregate model. We combined the student FTE/user count across the public Oregon higher education institutions that are D2L clients to minimize the cost for you and other Oregon institutions as they join D2L. Our proposal of $9.25 per FTE/user annual fee and a $20,000 one-time implementation fee was significantly lower than what we could offer if we were commencing the RFI today. However, in good faith, we are willing to honor the original proposal. The annual fee includes the D2L Learning Environment (including maintenance), D2L Cloud Services (our SaaS offering), and standard support. Also included is batch SIS integration. If you wish to pursue this aggregate model then we would be happy to provide a further transition discount.
As an alternative to our prior proposal, D2L is offering a complete online/blended solution designed exclusively for Internet2 member institutions. Based on your FTE of 23,230 we propose the following pricing:

<table>
<thead>
<tr>
<th>Year</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$165,995.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>$249,722.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>$262,266.70</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>$275,275.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>$288,981.20</td>
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</tbody>
</table>

This Internet2 pricing includes Bronze Level Support.

Attached to the email which accompanied this document is a D2L and Internet2 brochure explaining the features and included items within our Internet2 package.

Regards,

Alan

Alan Whitehead
Senior Enterprise Sales Executive
Brightspace by D2L
310.795.5433
alan.whitehead@d2l.com
www.brightspace.com
Desire2Learn's Integrated Learning Platform

D2L technology in a holistic package designed for Internet2
Committed to a Partnership with Internet2

Desire2Learn is pleased to introduce an exciting program for Internet2 that offers member institutions discounted D2L products and services. As part of a package designed in collaboration with existing Internet2 members, this offering will help your own institution get off to a running start with the world's first truly Integrated Learning Platform.
Internet2 Net+ package highlights

**INNOVATIVE LEARNING TECHNOLOGY**
**IN ONE COMPLETE PACKAGE**
Pricing is bundled and includes Desire2Learn Learning Environment (base LMS product) in the D2L Cloud, Silver or Bronze-level support, and end-to-end implementation.

**SIMPLIFIED CONTRACTS**
Internet2 members benefit from special pricing and streamlined contract terms that have been pre-negotiated with Internet2.

**EASY TRANSITION**
Annual fees are not billed or accrued for the first four months, allowing Internet2 institutions to better manage a transition.

**END-TO-END DELIVERY**
Our implementation includes all the account management, project management, delivery services, and consulting required to configure-and-install your production system.

**SEAMLESS MIGRATION**
Migration from Blackboard, WebCT, ANGEL, Moodle, Canvas, Sakai and others.

**PEACE OF MIND WITH D2L CLOUD**
Reliable uptime, security, maintenance, patches, capacity planning, and more.

**INCREASED ENGAGEMENT**
The optional integrated lecture capture (Desire2Learn Capture) enables Internet2 members to effortlessly capture rich-media presentations and broadcast them to online audiences, live and on-demand.

**A SOLUTION THAT EVOLVES WITH YOU**
Options for additional products and services are also available.

**UNINHIBITED PRIVATE NETWORK**
Internet2 members benefit from a secure, fast, dedicated 100GB Ethernet for unfettered, customizable network connectivity.
Inspiring innovative ways to teach and learn

D2L has partnered with clients to pioneer its next-generation learning solution that helps create a learning experience capable of directly addressing key challenges related to student engagement, faculty productivity, retention and attainment. This represents a shift from the simple course management capabilities of an LMS to the highly pervasive, perceptive, and personal learning experience found in our Integrated Learning Platform (ILP).

A focus on accessibility

Recognized with three Gold-Level NFB-NVA Certifications from the National Federation of the Blind, our platform was carefully crafted with a focus on exceeding accessibility standards and ensuring compatibility with assistive technologies.
An online and blended learning solution that does it all

Building on our core beliefs, the Desire2Learn online and blended learning solution delivers a learning experience that goes beyond the expectations of the institution and all of its constituents including instructors, administrators and students.

ANYWHERE ACCESS
Learning is no longer confined to the classroom. Today’s learners are busy, mobile, and digitally plugged in. Extending access to tablets and smartphones enables learner interaction with courses, services, and resources wherever and whenever it’s convenient for them.

The Desire2Learn Integrated Learning Platform includes the industry’s most robust set of built-in mobile features, including web support across multiple platforms, responsive HTML 5 layouts and content, and a growing range of native mobile apps that enhance productivity for both students and instructors. The Integrated Learning Platform enables an entire learning community to participate in a shared, collaborative experience that goes beyond the classroom.

“Binder is the one thing I brag about with my iPad. I show all my classmates how awesome it is to add my own notes and highlights to PowerPoint® presentations. Thanks for making it so much easier to connect to my personal classes and making one less thing stressful for nursing school.”

*Name and context removed for privacy*
COMMUNICATE AND CONNECT
The Desire2Learn platform provides opportunities for collaboration, sharing, and social learning between peers, colleagues, and experts. With a fully-featured, integrated toolset—including group collaboration tools, e-mail, instant messaging, mobile notifications, engaging discussions, and easy-to-access social profiles—the Desire2Learn online learning solution can be customized to match your unique security policy while also promoting a more personalized and social experience.

PERSONALIZED FOR EVERYONE
One size doesn’t fit all. Our extensible platform was designed to support the third-party tools that your instructors use today as well as the ones that they plan to use tomorrow. Instructors and course designers can build and customize content using powerful HTML course templates and time-saving tools like our intuitive Course Builder®. Additionally, instructional design best practices can be easily incorporated to align assessments and learning experiences with course objectives.

ENGAGE AND ENRICH
Create a better experience in less time with support for internal and external media, expansive storage and sharing capabilities, and an interface that makes embedding rich media content easy through an integrated HTML editor. Instructors can personalize student communication, assignment instructions, feedback and more with an integrated video messaging tool.
MEASURE AND GUIDE

The Desire2Learn platform's robust assessment tools enable instructors to go beyond diagnostics and formative or summative assessments. Faculty can access the insights they need directly within our online learning solution using Desire2Learn Analytics Essentials™, a built-in suite of tools that measure, report, and analyze existing data to help create the conditions needed to facilitate learner success. Performance dashboards display student progress for individuals and entire classes, offering the ability to drill-down and target a specific student to reveal more details. To assess learner performance quickly and easily, the Dropbox tool supports offline grading and mark-up while our Assignment Grader tablet application allows instructors to provide personalized audio and video feedback from virtually anywhere, right from a tablet device—online or offline to help boost productivity.

"Since launching D2L in January 2008, we have seen increased adoption by faculty and requests from students that all their courses have an online course site."

John Savery, Director of Instructional Services
University of Akron
Reliability with the D2L Cloud

D2L is one of the largest SaaS eLearning platform providers in education. The Desire2Learn Cloud environment can be counted on for reliable uptime, data protection, and the ability to accommodate high loads and growth. Our private cloud infrastructure enables Internet2 members to offer eLearning programs in a fast, reliable, scalable, and secure environment.

KEY FEATURES

- Provide all of the infrastructure needed to deliver our solutions
- Maintain the solution from the infrastructure level all the way up to the application
- Monitor, backup, upgrade, and patch
- Perform capacity planning
- Maintain the availability, security, and performance of your environment

End-to-end implementation

We understand that the unique implementation needs of each individual Internet2 member cannot be met by the simple enablement of software features. With that in mind, we have included our “white glove” implementation to get you up and running painlessly.

KEY FEATURES:

- Deploy your production site
- Deploy a basic test site
- Provide custom branding
- Support course conversion
- Perform LDAP integration
- Design single sign-on
- Support your training needs
- Perform SIS integration
Peace-of-mind support

Desire2Learn Support Services will be with you every step of the way with your choice of Silver or Bronze Level Support.

KEY FEATURES

- Administrator access to a searchable, online knowledge base of technical resources and documentation
- A monthly newsletter with troubleshooting tips & tricks and other relevant info
- Historical incident reporting for all submitted issues
- Monthly product updates

SILVER LEVEL

- Two approved Support Contacts
- Unlimited incident events per year
- 24x7x365 toll-free telephone and web support

BRONZE LEVEL

- One approved Support Contact
- Support for up to 60 incident events per year
- 24x7x365 web-based support
- Toll-free telephone support during core hours 8 a.m to 8 p.m. in your time zone

Optional lecture capture

Desire2Learn Capture allows presentations to be created, edited, and viewed within Desire2Learn Learning Environment and shared in courses or on external websites and content management systems. Desire2Learn Capture is an ideal solution for lecture capture, distance learning, or supporting a blended learning strategy for professional development. This presentation capture and webcasting solution that enables you to effortlessly capture rich-media presentations—with audio, video and visual aids—and broadcast them to online audiences, live and on-demand.

KEY FEATURES

- Presentations can be embedded into our integrated learning platform, public websites, or other content management systems
- Flexible hardware, software, and web-based recording options to stream rich media content live or on-demand
- Powerful media search, post-production capabilities including closed captioning and cuts
- Media playback supported on iOS, BlackBerry and Android tablets and smartphones
Features summary

MOBILE

Tablet/Mobile application enables students to work with course content and other digital learning resources on-the-go

Tablet/Mobile grading app including offline marking for instructors

Custom Mobile Notifications for assignments, marks, news and other items set by the user

Mobile web and HTML 5 responsive design supports access to learning from smartphones and tablet devices

END-TO-END IMPLEMENTATION

Install Learning Environment, including additional features and extensions

Duplicate a production site for integration/ongoing testing

Tailor the login portal, navigation theme, page background, and widget colors with custom branding

Consulting, training, and support of ongoing course conversion

Alignment of your central directory for unified login credentials via LDAP integration

Link other organizational portals for single sign-on

Video tutorials, webinars, community discussions, and blogs to support training needs

SIS Integration

COURSE DESIGN AND DELIVERY

Easily create pedagogically-sound courses with an intuitive Course Builder tool

Create course content easily with built-in, accessibility-compliant HTML course templates

Easily transfer content from one course to another with the Import/Export Copy tool

Personalize course homepages in minutes with custom themes and navbars

Create personalized learning paths with the industry’s most powerful, automated instructor tools

Open APIs and LTI Integration to connect to virtually any third party tool- 400+ and growing!

Industry-leading accessibility with WCAG 2-level AA, plus Gold Level NFB-NVA Certification

Shared quizzes and question library allows departments to reuse learning material between faculty

MULTIMEDIA

Personalized video messaging for instructors and students to drive more meaningful collaboration

Audio and video support for Flickr®, YouTube™, Vimeo™, and virtually any media to heighten student engagement

Microsoft Office® and Google Chrome™ extensions allow students to submit work and assignments more easily
ASSESSMENTS AND ANALYTICS
Built-in analytics and reporting functionality to measure, assess, report, and analyze information critical to learner success.
Robust Quizzing tool includes a wide range of delivery options and question styles that are completely customizable.
Easily test users’ comprehension of course material or poll students with a self-assessment tool.
Inline assignment grading including feedback or scoring by rubric-online or offline.
Mobile-friendly Seating Chart tool adds drag-and-drop functionality to the process of taking attendance, tracking class participation, and composing notes for formative assessment.
A competencies tool facilitates easy tracking of user progress by leveraging organizational structures to share competencies across multiple courses.

D2L CLOUD
D2L provides all infrastructure to deliver applications.
D2L maintains the solution from the infrastructure all the way up to the application.
D2L monitors, upgrades, patches, and performs backup.
D2L manages and maintains security and performance.
99.9% uptime target via Service Level Agreement.

COLLABORATION
Access to Lifelong ePortfolio for students to share and showcase learning.
Built-in discussions, email, calendar, blog, news, instant messaging.
Manage group projects with “to-do” lists, group polls, host virtual meetings via audio and video conference and run video chats, screen sharing, and group chats, shared calendars and more.
Bridge internal and external learning networks through the integration of Twitter, Facebook and Google+™ social profiles.

SUPPORT BENEFITS
Monthly customer support newsletter.
Troubleshooting tips and tricks.
Historical incident reporting.
Monthly product updates.

SILVER LEVEL (OPTION 1)
Two approved support contacts.
Support for unlimited incident events per year.
24x7x365 toll-free telephone and web-based support.

BRONZE LEVEL (OPTION 2)
One approved support contact.
Support for up to 60 incident events per year.
24x7x365 web-based support.
Toll-free telephone support during core hours.
About us

Desire2Learn (D2L) is a global leader in EdTech and the pioneer of the Integrated Learning Platform. D2L partners with thought-leading institutions and organizations to accelerate learning and improve the learning experience through highly-accessible solutions that ensure a personalized experience is available for all regardless of geography or ability.

D2L's open and extensible platform is used by more than 1,100 clients and 13 million learners in higher education, K-12, healthcare, government, and the enterprise sector—including Fortune 1000 companies. The company has operations in the United States, Canada, Europe, Australia, Brazil, and Singapore. For more information, visit www.Desire2Learn.com or try Desire2Learn's Integrated Learning Platform for yourself at www.Desire2Learn.com/try.

CONTACT
Visit Desire2Learn.com

Phone 1-519-772-0325 (Worldwide)
Toll-free 1-888-772-0325 (North America)
0-808-234-4235 (United Kingdom & Europe)
0-800-452-069 (New Zealand)
1-800-656-210 (Australia)
0-800-891-4507 (Brazil)

Fax 1-519-772-0324

Facebook facebook.com/Desire2Learn
Twitter @Desire2Learn
Email contactus@Desire2Learn.com

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