



Order Form

ORDER #	Q-78246R	D2L Ltd.
ORDER DATE	November 14, 2025	100 West Road, Suite 300 Towson, Maryland 21204

CLIENT

Prairie View A&M University ("Client")
 700 University Drive
 Prairie View, Texas 77446
 US

ORDER START DATE	November 30, 2025	ORDER END DATE	September 30, 2029
CURRENCY	U.S. Dollar		

Pricing Summary

ITEM	YEAR 1	YEAR 2	YEAR 3	YEAR 4
Pricing Period	November 30, 2025 - September 30, 2026	October 1, 2026 - September 30, 2027	October 1, 2027 - September 30, 2028	October 1, 2028 - September 30, 2029
Fees Due	November 30, 2025	October 1, 2026	October 1, 2027	October 1, 2028
Software	\$27,051.14	\$33,332.85	\$34,327.74	\$35,355.62
Services	\$2,250.00	-	-	-
Support	\$2,508.22	\$3,090.00	\$3,182.70	\$3,278.18
Training	\$2,000.00	-	-	-
Total	\$33,809.36	\$36,422.85	\$37,510.44	\$38,633.80

Pricing quoted is in U.S. Dollar and does not include applicable taxes. Unless stated otherwise, pricing under this Order is valid for 30 days from the Order Date ("Offer Expiration Date"). If Client exceeds its entitled use under this Order, overage fees shall apply.



Pricing Details

Group1

Year 1 (November 30, 2025 to September 30, 2026)

DESCRIPTIONS	CATEGORY	QUANTITY	FEES
D2L Accessibility+ Enterprise	Software	1,500	\$ 17,557.53
Creator+ (with H5P) (includes 7.5 AI Generations per licensed user)	Software	1,500	\$ 7,399.25
Lumi Pro for Brightspace (includes 30 AI Generations per licensed user)	Software	1,500	\$ 4,803.24
Plus Administrator Support	Support	1	\$ 2,508.22
D2L Accessibility Plus - Getting Started	Services	1	\$ 2,250.00
Brightspace Certified Administrator Program	Training	1	\$ 2,000.00
Creator+ (includes 7.5 AI Generations per licensed user)	Software	- 1,500	\$- 2,708.88
Year 1 Total:			\$ 33,809.36

Year 2 (October 1, 2026 to September 30, 2027)

DESCRIPTIONS	CATEGORY	QUANTITY	FEES
D2L Accessibility+ Enterprise	Software	1,500	\$ 21,630.00
Creator+ (with H5P) (includes 7.5 AI Generations per licensed user)	Software	1,500	\$ 9,115.50
Lumi Pro for Brightspace (includes 30 AI Generations per licensed user)	Software	1,500	\$ 5,917.35
Plus Administrator Support	Support	1	\$ 3,090.00
Creator+ (includes 7.5 AI Generations per licensed user)	Software	- 1,500	\$- 3,330.00
Year 2 Total:			\$ 36,422.85

Year 3 (October 1, 2027 to September 30, 2028)

DESCRIPTIONS	CATEGORY	QUANTITY	FEES
D2L Accessibility+ Enterprise	Software	1,500	\$ 22,278.90
Creator+ (with H5P) (includes 7.5 AI Generations per licensed user)	Software	1,500	\$ 9,388.97
Lumi Pro for Brightspace (includes 30 AI Generations per licensed user)	Software	1,500	\$ 6,094.87
Plus Administrator Support	Support	1	\$ 3,182.70
Creator+ (includes 7.5 AI Generations per licensed user)	Software	- 1,500	\$- 3,435.00
Year 3 Total:			\$ 37,510.44



Year 4 (October 1, 2028 to September 30, 2029)

DESCRIPTIONS	CATEGORY	QUANTITY	FEES
D2L Accessibility+ Enterprise	Software	1,500	\$ 22,947.27
Creator+ (with H5P) (includes 7.5 AI Generations per licensed user)	Software	1,500	\$ 9,670.63
Lumi Pro for Brightspace (includes 30 AI Generations per licensed user)	Software	1,500	\$ 6,277.72
Plus Administrator Support	Support	1	\$ 3,278.18
Creator+ (includes 7.5 AI Generations per licensed user)	Software	- 1,500	\$- 3,540.00

Year 4 Total: \$ 38,633.80

Group1 Total: \$ 146,376.45

AI Generations

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

Additional Service Terms: Certain D2L Services provided under the Agreement may be subject to additional or modified terms (“Service-Specific Terms”). A current list of such Services and the applicable Service-Specific Terms is available at <https://www.d2l.com/legal/additional-service-terms/>, or as otherwise communicated by D2L in writing. These Service-Specific Terms are hereby incorporated by reference and form part of the Agreement. In the event of a conflict between the Service-Specific Terms and any other terms of this Order Form or the Agreement, the Service-Specific Terms will govern solely with respect to the applicable Service.



Active Users Definition

Active User means a User Model that accounts for any person who logs in at least once during a Pricing Period as defined in an Order (or if not defined, any consecutive 12-month period from the Effective Date). For clarity, those persons who log into the Cloud Services for the sole purpose of providing or administering instruction will not be considered an Active User.

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

Yes, sales tax exemption certificate is attached. No

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

Yes, Purchase Order is attached. No

SPECIAL TERMS AND CONDITIONS

1. This Order hereby replaces Creator+ on Order #Q-67244R as of November 30, 2025 ("Swapped Software") with Creator+ (with H5P) under this Order. Client agrees that D2L Ltd. has no obligation to deliver the Swapped Software contracted on Order #Q-67244R. For clarity, fees for the Swapped Software shall remain billable as set out on Order #Q-67244R, in addition to the incremental fees due on this Order. For clarity, Creator+ (with H5P) includes all the same functionality for Client as the Swapped Software, but provides Client with additional H5P functionality.

2. For clarity, Creator+ (with H5P) purchased under this Order includes the following H5P allowances:

- Unlimited authors
- Drill down reports (learner reporting) for up to 1,500 learners
- Live engagement tools
- 2,027 annual credits for AI: Smart importer

3. Client shall be entitled to 45,000 Lumi Pro AI Generations and 11,250 Creator+ (with H5P) AI Generations in each Year under this Order. Should Client exceed this annual allowance, Client shall pay for additional AI Generations at a fee of \$0.10 per excess AI Generation consumed.

4. Notwithstanding anything to the contrary set out in this Order, pricing is valid through and until November 30, 2025 ("Offer Expiration Date"). D2L reserves the right to accept or reject any signed Order Form after the Offer Expiration Date.

5. Implementation of D2L Accessibility+ Enterprise under this Order is targeted to commence on or before January 31, 2025.

6. The parties agree to amend the Agreement as follows:

The following shall be added to the Agreement as Section 20:

Section 20.

a. FERPA. If applicable, for purposes of the Family Educational Rights and Privacy Act ("FERPA"), Client hereby designates D2L as a school official with a legitimate educational interest in any education records (as defined in FERPA) that D2L is required to create, access, receive, or maintain to fulfill its obligations under this Agreement. D2L shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or Client in writing. D2L is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. D2L shall use reasonable commercial efforts to require any such subcontractors or agents to comply with the same restrictions and obligations imposed on D2L in this Section, including without limitation, the prohibition on redisclosure. D2L shall implement and maintain reasonable administrative, technical, and physical safeguards to secure



the education records from unauthorized access, disclosure or use.

b. Limitations. As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of Client to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on Client's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions related to the Limitations will not be binding on Client except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by Client nor any other conduct, action, or inaction of any representative of Client relating to this Agreement constitutes or is intended to constitute a waiver of Client's or the state's sovereign immunity.

c. Executive Order GA-48. D2L represents and warrants that D2L is not and, if applicable, none of its holding companies or subsidiaries are (i) listed in Section 889 of the 2019 National Defense Authorization Act ("NDAA") regarding telecommunications and video surveillance; (ii) listed in Section 1260H of the 2021 NDAA regarding Chinese military companies in the US; (iii) owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4 ("15 C.F.R. § 791.4 List"); or (iv) controlled by any governing or regulatory body located in a country on the 15 C.F.R. § 791.4 List. D2L acknowledges that a false certification is a material breach of contract and is grounds for immediate termination of this Agreement with no further obligation on the part of Client or the A&M System. If this Agreement is terminated due to a false certification, D2L will immediately reimburse Client for all prepaid costs.

d. Executive Order GA-43. To the extent that D2L is providing goods to Client under this Agreement, D2L represents and warrants that the goods are not produced in or exported from the Gaza Strip or from any organization or state actor with ties to Hamas.

e. Prohibition on Contracts with Companies Discriminating Against Firearm Entities and Trade Associations. To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, D2L certifies that (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. D2L acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.

f. Not Eligible for Rehire. D2L is responsible for ensuring that its employees involved in any work being performed for Client under this Agreement have not been designated as "Not Eligible for Rehire" as defined in A&M System policy 32.02, Discipline and Dismissal of Employees, Section 4 ("NEFR Employee"). In the event Client becomes aware that D2L has a NEFR Employee involved in any work being performed under this Agreement, Client will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by Client.

To facilitate efficient communication, please provide the contact details for at least three individuals involved in billing and payments, ideally including one distribution list.

Primary Billing Contact		Accounts Payable Contact (distribution list preferred)	
Name:	Contracts office	Name:	Accounts Payable
Title:		Title:	
Email:	contracts@pvamu.edu	Email:	payables@pvamu.edu
Phone:	936-261-1902	Phone:	936-261-1902

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