WEBCT ORDER SCHEDULE NO. 1

LICENSEE NAME: NORTHERN ARIZONA UNIVERSITY

The licenses described in this Order Schedule No. 1 ("Order") shall be provided in accordance with the terms and conditions of the Software License Agreement for WebCT Vista™ Enterprise (the “Agreement”) between WEBCT, INC. ("WebCT") and NORTHERN ARIZONA UNIVERSITY ("Licensee"), the terms and conditions of which are incorporated herein by reference. In the event of a conflict between the terms and conditions of the Agreement and this Order, the terms and conditions of the Agreement shall prevail.

WebCT Vista™ Enterprise License:

<table>
<thead>
<tr>
<th>Product Name</th>
<th>License Term</th>
<th>FTE Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>WebCT Vista™ Enterprise</td>
<td>3/1/05 – 2/29/08</td>
<td>15,001–25,000</td>
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</tbody>
</table>

LICENSE AND FIRST YEAR SUPPORT FEES:

The License and First Year Support Fees due for the three (3) year License Term stated above are as set forth below:

Year 1 (3/1/05–2/28/06):

- WebCT Vista Enterprise License: $73,920.00
- Less Credit for Existing WebCT Campus Edition™ Institution License: ($5,819.00)

Subtotal, License Fees, First Year (3/1/05–2/28/06): $68,101.00

- Basic Level Support Service Fee: $26,400.00
- 24 x 7 Premium Support Service Fee: $34,320.00
- Less Credit for Existing WebCT Campus Edition™ Premium Support: ($2,910.00)

Subtotal, Support Service Fees, First Year (3/1/05–2/28/06): $57,810.00

Subtotal, License and Support Fees, First Year (3/1/05–2/28/06): $125,911.00

Year 2 (3/1/06–2/28/07):

- WebCT Vista Enterprise License: $105,600.00

Subtotal, License Fee, Second Year (3/1/06–2/28/07): $105,600.00

Year 3 (3/1/07–2/29/08):

- WebCT Vista Enterprise License: $105,600.00

Subtotal, License Fee, Third Year (3/1/07–2/29/08): $105,600.00

Total License and First Year Support Fees: $337,111.00
**License, Basic Level Support Service and 24X7 Premium Support Service Fees:**

The license fee for the first year of *WebCT Vista Enterprise* License Term, as set forth above, covering the period from March 1, 2005 through February 28, 2006, is sixty-eight thousand one hundred one dollars (US$68,101.00), is inclusive of a one-time credit in the amount of five thousand eight hundred nineteen dollars (US$5,819.00) for Licensee’s existing WebCT Campus Edition™ Institution license, shall be invoiced upon execution of this Order and the Agreement and shall be due and payable within thirty (30) days following the date of such execution.

Basic Level Support Service fees for the first twelve (12) months of this Order, covering the period from March 1, 2005 through February 28, 2006, is twenty-six thousand four hundred dollars (US$26,400.00) and the 24X7 Premium Support Service fee for the first twelve (12) months of this Order is thirty-four thousand three hundred twenty dollars (US$34,320.00). A one-time credit in the amount of two thousand nine hundred ten dollars (US$2,910.00) for Licensee's existing WebCT Campus Edition™ Premium Support Service shall be deducted from the First Year's Support Services fees. The combined Basic Level Support Service and the 24X7 Premium Support Service fees, in the amount of fifty-seven thousand eight hundred ten dollars (US$57,810.00), which is inclusive of the one-time credit, shall be invoiced upon execution of this Order and the Agreement and shall be due and payable within thirty (30) days following the date of such execution.

**Option to Renew Basic Level Support Service and 24X7 Premium Support Service:**

At the end of the initial one (1) year Support Services term specified above, Licensee may renew the above-referenced Basic Level Support Service and 24X7 Premium Support Service for a second year, covering the period from March 1, 2006 through February 28, 2007, at the same combined rates charged in the first year in the amount of sixty thousand seven hundred twenty dollars (US$60,720.00), provided that Licensee (i) executes an Order Schedule for such renewal prior to the end of the initial Support Services term and (ii) the FTE Level has not exceeded the twenty-five thousand (25,000) FTE Level limit set forth above. Additionally, conditioned upon Licensee’s renewing both the Basic Level Support Service and 24X7 Premium Support Service for a second year, Licensee may elect to renew the Basic Level Support Service and 24X7 Premium Support Service for a third year, covering the period from March 1, 2007 through February 29, 2008, at the same combined rates charged in the first year in the amount of sixty thousand seven hundred twenty dollars (US$60,720.00), provided that (i) Licensee executes an Order Schedule for such renewal prior to the end of the second year’s Support Service Term and (ii) the FTE Level has not exceeded the twenty-five thousand (25,000) FTE Level limit. The term of each Support Service renewal as set forth herein shall begin on the first day following the expiration of the immediately preceding Support Service term.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Order Schedule No. 1.

**LICENSEE: NORTHERN ARIZONA UNIVERSITY**

By: ________________________________

(Authorized Signature)

Name: ________________________________

Title: ________________________________

Date: ________________________________

**WEBCT, INC.**

By: ________________________________

(Authorized Signature)

Name: ________________________________

Title: ________________________________

Date: ________________________________