Blackboard Service Level Agreement (SLA) Template

Introduction

The purpose of this document is to provide information on the client services Blackboard Inc. provides as well as policies and procedures for administering client support. Included are definitions of the life cycle of supported products and support classifications. Options for the types of support available to clients are defined as well as the terms under which support may be provided.

Supported Products

Blackboard Inc., together with its subsidiaries (the "*Company*"), currently makes Support Services available for certain of its products. Support Services are based on the support category to which each version of the product has been assigned by the Company. Support Services are subject to the terms of the applicable software license agreement between the Company and the applicable licensee (the "*Agreement*"). The Company products that are currently covered under this document (individually, the "*Product*"; collectively, the "*Products*") are as follows:

- **Blackboard Web Community Manager**
- **Blackboard Mass Notifications**
- **Blackboard Mobile Communications App**

Support Packages (Web Community Manager)

General Client Support

Web Community Manager Help Resources

Online documentation, videos, and resources available 24/7.

Online Support Case Submission
Available to Primary Contact (and any alternate contact(s) designated by Client and authorized or approved by Blackboard) via the Community and Support Center at any time.

Emergency Support

Available to Primary Contact and authorized alternate contacts, regardless of Support Package purchased. Emergency support is limited to investigation of technical issues, errors, or defects not caused by users or third party hardware/software that **materially limit the use of the Licensed Software** and/or the Site. These issues include an Application Server being down and the inability to access the Site, Site Manager, or other Licensed Software, and inability to send notifications designated by Client as an Emergency. To the extent described below, emergency support is available 24/7 by calling:

Phone: (855) 742-5952

A Blackboard representative will normally be available to take the Client's call, or retrieve Client's voicemail, and will subsequently contact the Blackboard technical support person on call. A Response will normally be provided within a targeted maximum of three hours. Resolution may take longer depending upon the nature of the issue. After contact by phone, it is recommended that the Client (either through its Primary Contact or authorized alternative contact) open a support case by using the online support form at https://behind.blackboard.com. Opening an emergency support case should be used to supply information but should NOT be used in place of a phone call.

Software Enhancements and Upgrades

Software Enhancements and Upgrades will be made available to Clients to the extent they are released by Blackboard at a time when the Master Agreement is in effect and so long as Client is not in breach of any payment obligation or other term hereof.

References

Blackboard Master Agreement: http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx

Client Support Service Level Options (Web Community Manager)

In addition to receiving General Client Support as described above, Clients have the option of selecting one of two Client support packages.

Premium Support

Included as part of Subscription License

Incidents
- Unlimited General Usage Incidents for the first month after activation • 18 General Usage Incidents per Client annually
- Actual bug/defect reports are unlimited

Reported by Whom
- To be submitted by Primary Contact (authorized alternative contact as a back-up)

How
- Requests for support may be submitted in the following ways:
    - **Online Support Form**: https://behind.blackboard.com
    - **Email: wcmsupport@blackboard.com**
    - **Phone:** (855) 742-5952

Normal Targeted Response Time
- Maximum of one business day (resolution may take longer depending on the nature of the request)
- See additional information under "**Enterprise Support Services Severity Codes and Target Response Times**"

Additional Support Blocks
- Includes 12 additional General Usage Incidents per block.

Unlimited Support

Not included as part of any Subscription License Fees; additional fees required as specified in a Master Agreement or Addendum

Incidents
- Unlimited General Usage Incidents per client annually
- Actual bug/defect reports are unlimited

Reported by Whom
- To be submitted by Primary Contact (authorized alternative contact as a back-up)

How
- Requests for support may be submitted in the following ways:
  - **Online Support Form**: https://behind.blackboard.com
  - **Email: wcmsupport@blackboard.com**
  - **Phone:** (855) 742-5952

Normal Targeted Response Time
- Maximum of one business day (resolution may take longer depending on the nature of the request)
- See additional information under "**Enterprise Support Services Severity Codes and Target Response Times**"

Special Support for Client-Hosted Sites

Support beyond the number of hours provided for under your annual server maintenance package, to resolve failures in the Client-Hosted environment, such as those caused by network, hardware and/or user errors, may be available at the Blackboard hourly rates in effect at the time the services are provided and would be considered an Additional Service Option.

Enterprise Support for System Administrators (Mass Notifications, Mobile Communications App)

Enterprise Support provides broader and deeper support coverage for institutions running in mission-critical and complex Enterprise environments. Enterprise Support is provided on a 24/7/365 basis, which provides customers with round-the-clock support services.

Enterprise Support also provides technical support for complex implementations of the Company's products and is highly recommended for installations which involve any of the following elements:

- Multiple servers
- Load balanced and/or clustered environments
- Blackboard Building Blocks$^{®}$

- Authentication integration
- SIS integration
- Blackboard advanced reporting

Enterprise Support is included with the following Products:

- Blackboard Web Community Manager
- Blackboard Mass Notifications
- Blackboard Mobile Communications App

Enterprise Support Communication Methods:

- **Telephone support** – Licensee is eligible to receive support in English from the Company. The Company may make support available in other languages from time to time, subject to the language capabilities of its technical staff. Telephone-based support is available twenty-four (24) hours a day, seven days (7) a week, three hundred and sixty-five (365) days a year.
- **Web-based Self Service** – Licensee is eligible to access documentation, release notes and knowledge resources.
- **Case Communications by Email** – After a case has been created, ongoing communication may take place by email, provided the licensee does so by replying to emails coming from bbcommssupport@blackboard.com.and does not alter the subject line.
- **Online Support Case Management:** Licensee is eligible to create, respond to, and follow support cases via our online support portal found at https://behind.blackboard.com.

Enterprise Support Services Designated Personnel

Licensee may have all district and/or school admins for purposes of receiving Support. These designated personnel should be staff members who have access to the Blackboard administrator interface.

The Company requires a Primary System Administrator for each client who acts as the primary system administrative point of contact for Blackboard within the client's institution. Blackboard Support will contact this individual if there are questions related to support but outside the scope of a particular case such as license key renewals or replacements. This individual is typically very familiar with the institution's implementation and usage of their Blackboard product, and is able to answer questions and make decisions pertaining to how the product is supported.

All district level requests and changes need to be approved by the Primary System Administrator.

All system administrators for an institution, including the primary administrator, will be able to access knowledge and documentation from the help page, and edit system and personal contact information. System administrators will have access to patches, updates, and releases of the supported Product when they become generally available to licensees.

Reasonable efforts to respond to all support requests and to remedy any documented and reproducible errors and defects in the Product that are submitted using an approved means within the following targeted response and resolution times.

Enterprise Support Services Severity Codes and Target Response Times (All Products)

All support requests are important. However, some requests take precedence over others. Support has created four categories for support requests. Requests for support are handled based of severity code assigned to each issue.

Severity codes also determine initial response time targets. The most severe cases have the swiftest targeted response times. Severity level definitions and their response times are described in the sections below.

The time a request is logged under Enterprise Support is the time the call or web-based self service request is recorded by the Company.

Web-based self-service and telephone are the only approved means for initial support request submission under Enterprise Support. The Enterprise Support staff is not responsible for responding to requests made by third parties or directly to Company support staff members, or by any means other than those described above.

Severity Code 1 Issues

Your Blackboard Product is down and not functioning, the system is disabled or non-responsive. Response time for Severity Code 1 is within one (1) hour. Updates will be available at status.blackboard.com

Some examples of Severity Code 1 Software errors are as follows:

- Software is down and will not restart.
- Software is not able to communicate with external systems.
- Software is generating a data corruption condition.

When a Severity 1 issue is reported, the Company will assign resources to remedy the error.

Severity Code 1 is not to be used for Test Environments.

Severity Code 2 Issues

Your Blackboard Product is functioning, but major components are unavailable or unusable. The application is running but you may be unable to use major portions of the Software. Response time for Severity Code 2 is within four (4) hours. Updates will be available at status.blackboard.com

Some examples of Severity Code 2 Software errors are as follows:

- An intermittent, critical Software error.

- A major functional component is unavailable.

When a Severity 2 issue is reported, the Company will assign resources to remedy the error.

Severity Code 3 Issues

Your Blackboard Product is operating close to normal; however minor components are functioning abnormally. Response time for Severity Code 3 is within one (1) business day.

Severity Code 3 errors include non-critical Software errors. Severity Code 3 errors may be fixed in future software releases or Patches.

Severity 1 and 2 Software errors take priority over Severity 3 issues.

Severity Code 4 Issues

Severity Code 4 implies that the Software is operating normally but you may be in need of instructional assistance or you are requesting functionality that is not currently included in the Software. Response time for Severity Code 4 is within one (1) business day.

Severity Code 1, 2, and 3 will take priority over Severity Code 4 cases.

Case Resolution

After the initial response to your support request, Support will respond to subsequent requests within one (1) business day of:

- Case creation.
- Email replies to support@parentlink.com emails concerning your case.
- Voicemails or messages left with licensee's service reps.

Support's targeted resolution times are:
- One (1) subsequent business day for issues with a solution that has been previously implemented and validated by the Company, provided that Company has previously resolved the solution within one (1) business day of its identification by the Company as a known issue ("Routine Issues").
- A commercially reasonable effort until resolution is reached for all non Routine Issues ("Complex Issues").
- Targeted resolution times are applicable for implementations operating in certified configurations.

Exclusions to Enterprise Support Policies

The Enterprise Support described in this document applies only when the Product is hosted by the Company on behalf of such licensee.

Enterprise Support coverage does not include environmental-related support requests that involve the following areas:

- Server migration issues*.
- Improper usage of the Product (such as allowing unauthorized users access to the Product, prohibited usage, and so on).
- Non-supported 3rd party tools used with Product (except those where a support partnership exists).
- Issues arising with Products hosted by a third party, unless agreed upon in writing in advance by the Company (where such permission has been granted, issues arising as a result of the third party which would not have occurred with a Company hosted instance of the Product are excluded).
- Issues arising on an unsupported configuration.
- Issues known by Company not to be related to the Product application itself.

HOSTING SERVICE LEVEL SCHEDULE

Client's Services are hosted within the Amazon Web Services secure cloud environment, managed by a team of professionals who are committed to meeting Blackboard's contractual obligations to Client.

Blackboard's commitment to Client is that Client's Services will be available for access at least 99.9% of the time, meaning that the Outage Percentage in any given month shall not be more than 0.1% (the "Availability Commitment").

An "Outage" means that there is a failure to provide network access to the Services at the outermost point of our hosting facility's firewall (facing the public internet); provided, however, that an Outage shall not be deemed to have occurred if access or service is suspended or unavailable due to any of the exceptions noted below. If one or more Outages occur in a given month, the total duration of such Outages during such month, expressed as a percentage of the total time during such month, shall be the Outage Percentage ("Outage Percentage").

If the Services fail to meet the Availability Commitment for a calendar month during the Term, Client will be entitled to collect a credit from Blackboard for the following percentages of the pro rata monthly portion of the annual fees paid by Client for the Services for the month at issue (i.e., the "Monthly Annual Fees"):

If the Outage Percentage in a given calendar month is:	Blackboard will credit the following percentage of the Monthly Annual Fees.
Less than or equal to 0.5%	None
Greater than 0.5% and less than or equal to 1.0%	3.5%
Greater than 1.0% and less than or equal to 2.0%	7%
Greater than 2.0% and less than or equal to 3.0%	14%
Greater than 3.0%	Breach - See Below

In order to be entitled to a credit in any instance to which a credit may be collected above, Client must inform Blackboard's Client Support department in writing or by e-mail (a "Credit Request") within ten (10) days from the end of the month in which the Availability Commitment was not reached, in each instance, and the Credit Request must include a listing of the dates, times and durations of the downtime experienced during the applicable month. Failure to do so, in any instance, will forfeit Client's right to seek a credit from Blackboard for the failure to achieve the

Availability Commitment during the month at issue. Unless Blackboard disputes in good faith that its Availability Commitment was not met in the month at issue (in which event it shall explain to Client the basis for its disagreement and share its related documentation in this regard), Blackboard will issue the appropriate credit to Client to be used against a future invoice. In the event of a dispute regarding whether an Outage occurred, or as to the duration of an Outage, the output of the monitoring tools utilized by Blackboard shall be conclusive and controlling. Client's right to receive a credit for a failure to meet the Availability Commitment for a given month shall be Client's exclusive remedy in connection with the Outage(s) giving rise to the credit. The aggregate maximum value of credits to be issued by Blackboard to Client for any and all Outages that occur in a single month will not exceed thirty percent (30%) of the Monthly Annual Fees.

In the event that the Outage Percentage in any month during the Term exceeds three percent (3%), then Client shall have the right to treat the Outage(s) occurring during such month as a breach of the Master Agreement and may pursue available remedies under the Master Agreement (such as termination or a claim for damages), subject to the Blackboard Terms and Conditions thereof.

In the event that access or use of the Services is not available (i.e., the Site is "down") due to any of the following exceptions, the associated downtime shall not be counted as or towards an Outage (i.e., the Site shall be considered available in these instances), and Client shall not be entitled to any credits or other remedies under this Service Level Schedule in connection with any Outage.

1. Outages caused by factors outside of the reasonable control of Blackboard, including acts of God, natural disasters, severe weather, earthquakes, wars or governmental restrictions and, to the extent it does not control the item or equipment at issue, failure of electronic or mechanical equipment or communication lines, telephone, internet, or other interconnectivity problems;
2. Outages caused by Client's failure to abide by the usage and licensing restrictions set forth in the Master Agreement, or by other actions or inactions of the Client;
3. Outages caused by delay or interruption in third party services outside of the reasonable control of Blackboard; and
4. Outages on a server during scheduled maintenance or during emergency maintenance events. In this regard, Blackboard's standard practice is to provide Clients with at least three (3) days advance notice of any scheduled downtime and with as much notice as reasonably practicable in advance of any downtime resulting from emergency maintenance.