



Blackboard Ally - Service Level Commitment

Last Updated: March 14, 2020

1. Scope

The scope of Blackboard Ally's Service Level Commitment ("SLC") is the Blackboard Ally Learning Management System integration, Blackboard Ally institutional report, Blackboard Ally REST API (collectively, the "Service") and includes Blackboard Ally's Hosting Service and Technical Support. It does not include any portion of the public Internet or the customer's network and hardware. These terms are subject to change by Blackboard from time to time, with or without notice to you, and any such change shall be effective upon posting.

2. Definitions

For the purpose of defining the meaning of key terms used in this SLC, the following definitions are provided.

- **Availability:** The ability to access the Service. If the Service fails for reasons other than user error, configuration, omission or public network issues or bugs originating in the Learning Management System in which Blackboard Ally integrates, then the system is deemed unavailable. Failure of Blackboard Ally to provide an Alternative Format or instructor feedback for an individual content item does not qualify as the Service being unavailable.
- **Infrastructure:** The network, including network software, hardware, operating system, and webserver tiers of the Service. The Blackboard Ally infrastructure is provided by Amazon Web Services (AWS).
- **Network:** Blackboard Ally's network starts and ends with the demarcation point at which Blackboard Ally's network traffic is handed off to Blackboard's upstream transit vendor. All public networks (Internet) and your internal networks are not included in the definition of Network for the purposes of this SLC.

3. Blackboard Ally Availability

1. Blackboard Ally monitors its production servers and connectivity to them through internal and external monitoring applications. Our staff will take the appropriate action to resolve known problems. Key staff has 24x7x365 remote access to the Blackboard Ally Infrastructure. As part of our SLC, we:
 - a. Provide 24x7x365 response and/or corrective action to Service outages affecting any part of the Blackboard Ally Infrastructure
 - b. Provide real-time server monitoring
 - c. Manage repair procedures to Blackboard Ally's Infrastructure
 - d. Prepare a "Root Cause Analysis" for all service interruptions relating to Blackboard Ally's Infrastructure
2. Blackboard shall use commercially reasonable efforts to make the Services available for a minimum of 99.9% on a calendar monthly basis ("Availability Service Level"). The Services shall be considered "Available" unless and to the extent an Authorized End User cannot reasonably access the SaaS Software other than as a result of (a) scheduled maintenance, (b) issues outside the reasonable control of Blackboard, (c) Force Majeure Events, or (d) third-party software integrations requested or deployed by Customer. Without limiting the foregoing, Blackboard reserves the right to allocate, limit or delay delivery of, or suspend access to the SaaS Software, in whole or in part, where necessary or commercially appropriate, upon the occurrence of any situation or event (including without limitation, a Force Majeure Event) whereby the performance or operation of our Products or Services become overburdened or impaired, or their economic viability is otherwise affected, and during such period the service performance will not be part of the analysis of Availability.
3. During maintenance periods the system may be unavailable. Maintenance periods are only used as required. Maintenance updates that require platform downtime will be communicated one week in advance to allow for proper coordination of customer updates and training.
4. Other planned Service interruptions will be communicated to clients at least two (2) business days in advance.
5. An unplanned Service interruption will be addressed with priority upon Blackboard becoming aware of the interruption.

Service credits for Blackboard's failure to meet the Availability Service Level of 99.9% per calendar month are as follows:

<u>Length of Unavailability (per calendar month)</u>	<u>Blackboard Ally Service Credit</u>
1 to 4 aggregate hours below 99.9% availability	1 day of Service fees (i.e., 1/30 monthly fees)
4 to 48 aggregate hours below 99.9% availability	2 days of Service fees (i.e., 1/15 monthly fees)
48 to 96 aggregate hours below 99.9% availability	5 day of Service fees (i.e., 1/6 monthly fees)

Each block of 96 hours below 99.9% availability thereafter will be credited 5 days of Service fees.

Our failure to satisfy a service level shall not be a breach of any Agreement and your sole and exclusive remedy in such event shall be these service credits. In order to receive Service Credit, the customer must notify Blackboard within seven (7) days from the time the customer becomes eligible to receive a Service Credit, which is the end of each calendar month. Failure to comply with this requirement will forfeit the customer's right to receive a Service Credit. In order to be eligible, the customer must be in compliance with the Agreement including all contracted limitations, and be operating in the current version of the Services.

4. SLC Review

Blackboard Ally reviews the SLC annually.