

## OPEN LMS SAAS SERVICE SPECIFICATIONS

It is agreed and acknowledged that the service credits referred to in this Exhibit A shall be Customer's sole remedy, and Open LMS' sole obligation, with respect to failures of the SaaS Service to meet the specifications and performance parameters set forth in this Exhibit A. Service credits shall be applied to the fees for the affected SaaS Service for the next-succeeding period. In order to receive any service credit, Customer must notify Open LMS within seven (7) days from the time Customer becomes eligible to receive a service credit. Failure to comply with this requirement will forfeit Customer's right to receive a service credit. In order to be eligible, Customer must be in compliance with the Agreement including the contracted Active User Limit and storage quota. The maximum number of service credits to be issued by Open LMS to Customer during any given calendar month pursuant to this Exhibit A shall not exceed the fees paid by Customer for the affected SaaS Service(s) for such month.

### SERVICE LEVEL

#### Security:

- Single point of entry to co-location is guarded twenty-four (24) hours a day with access controlled by an access database and video surveillance.
- Monitoring of the co-location area and only those persons authorized by Open LMS, its subsidiaries, contractors or affiliates access list are allowed past a central point.
- Surveillance cameras located throughout the facility capture activity to help ensure no unauthorized entry to protected areas.

#### Power:

- State-of-the-art generators clean and condition commercial electrical power to remove irregularities in the signal. Power is run through the generators before being passed into the facility.
- In the event of loss of commercial utility power to the datacenter, the UPS system maintains uninterrupted conditioned power while initiating the ignition of redundant diesel generators each with full-load capability with up to 72 hours of run time and fueling arrangements in place for replenishment

#### Network:

- Redundant Internet connections through multiple Tier-1 Internet Service Providers.

#### Startup:

- Open LMS is responsible for the setup and configuration of the necessary hardware, software and all components of the platform. This includes but not limited to, the server hardware and software, telecommunications hardware and software, security software and other software that is reasonably necessary to operate and maintain the SaaS Service.

#### Initial Access Date:

- The SaaS Service is typically accessible within seven (7) business days after the applicable Effective Date, and provided that Customer has provided to Open LMS a URL and any other information required by Open LMS. Open LMS shall provide Customer with procedures for

access; the procedures may include, without limitation, provision of any access codes, passwords, technical specifications, connectivity standards or protocols, or any other relevant procedures, to the limited extent any of the foregoing may be necessary to enable Customer to permit its Customer End Users to access and use the SaaS Service as contemplated in this Schedule.

**Availability/Service Credit:**

- The SaaS Service is accessible twenty-four (24) hours a day, seven (7) days a week, with a 99.9% targeted uptime. 99.9% uptime means that for 99.9% of the time during any calendar month, the SaaS Service shall be available. Unavailability is a condition in which a Customer End User is unable to access the SaaS Service due to a Open LMS hardware failure or due to sustained packet loss in excess of fifty percent (50%) within the Open LMS hosting facilities for at least fifteen (15) consecutive minutes other than due to scheduled maintenance or the inability of an Active User to connect with the SaaS Service due to Internet or telecommunications problems outside the control of Open LMS.

Length of Unavailability (per calendar month)	Service Credit*
1 to 4 hours of aggregate unavailability below 99.9%	1 day of service fees credited (i.e., 1/30 monthly fees)
4 to 48 hours of aggregate unavailability below 99.9%	2 days of services fees credited (i.e., 1/15 monthly fees)
48 to 96 hours of aggregate unavailability below 99.9%	5 days of service fees credited (i.e., 1/6 monthly fees)**

\* Customer is responsible for notifying Open LMS of its eligibility for, and to request, Service Credits. Upon such notice and request, Open LMS shall apply the applicable Service Credits against the invoice for the next period’s SaaS Service fees.

\*\*Each block of ninety-six (96) hours of aggregate unavailability thereafter shall be credited five (5) days of SaaS Service fees.

**Outages:**

If a System Outage (as defined below) occurs, Open LMS will notify Customer’s designated technical contact via email. This notice will include the reason for the System Outage and estimated time for restoration of SaaS Service if Open LMS knows this information when it gives this notice. For purposes of this Schedule, a “System Outage” shall mean Customer’s complete inability to access the SaaS Service. Following recovery from any particular System Outage, Open LMS will provide Customer with a post-incident summary that will include:

- Cause of the System Outage (if determined)
- Method used to correct the problem
- Measures Open LMS will take to prevent similar System Outages in the future (if any) Upon receipt of notification of a problem with the Open LMS system or the SaaS Service, Open LMS will investigate the problem and determine if a System Outage exists. If a System Outage exists, Open LMS will provide Customer with a time estimate for resolution of the problem, if known at that time. Open LMS will promptly commence remedial activities and use commercially reasonable efforts to resolve the System Outage within the time estimate provided to Customer.

## **MONITORING AND PERFORMANCE**

Open LMS will provide Customer with reports on SaaS Service usage including storage utilization and observed Active Users via a Customer-facing portal interface. Upon request, Open LMS will provide Customer with a report of System Outages and infrastructure changes for the previous 30 days. That report will include:

### **Specific System Outage Details:**

- Time of outages
- Length of outages
- Affected areas
- Reason for outage (if determined)
- Customer contact notified (if any)
- Remedy to prevent outage reoccurrence (if any)
- Changes in infrastructure

Customer acknowledges and agrees that any of the foregoing reports shall constitute Open LMS' Confidential Information for purposes of this Agreement.

## **CUSTOMER RESPONSIBILITIES**

Excluding the configuration details that allow the SaaS service to operate in multi-tenancy, Open LMS is not responsible for management and actual use of the features and function of the SaaS Service.

Customer has administrative access to the Administrator Menu and bears all responsibility for such management and actual use, including, without limitation:

- Creating/Removing Active Users including Students, Teachers, System Administrators, etc.
- Modifying all Active User Information
- Creating/Removing all Course Websites
- Building and Managing all Course Websites
- Customization to the Website
- System Usage Tracking Reports
- Deciding which product features will be available or unavailable, how much functionality instructors will be allowed, etc.
- Choosing Icon Themes
- All changes to the Open LMS-named URL. All Open LMS Customers are assigned a URL that reads <http://institutionshortname.mrooms.net>. The institution is allowed to pick the "institutionname". However, any re-directs to other URLs are the responsibility of the Customer and not Open LMS. For example, if the Customer chooses the URL <http://institutionname.org>, the institution is responsible for the redirect to the <http://institutionshortname.mrooms.org> site using a CNAME record. Any IP addresses are allocated by Open LMS to Customer in accordance with the American Registry for Internet Numbers (ARIN) guidelines for Internet Numbers and applicable agencies.
- The parties agree that in the event that Customer has purchased they will comply with the Site Administrator Support pursuant to an Order Form, the parties will comply with Attachment A, which is attached hereto and incorporated herein.