Blackboard

Client Support Services Guide

Open LMS
(SaaS & Enterprise Managed Hosting)

Blackboard

Table of Contents

Blackboard

Introduction

The following is the Client Support Policy referred to in the Blackboard Terms and Conditions and is applicable only to Clients with active Support Agreements for Open LMS and Open LMS Enterprise. This policy is subject to change from time to time, which will become effective upon Blackboard posting a new version on the Blackboard Support portal (Behind the Blackboard) and notifying the Client of the new version.

Supported Products

Blackboard Inc., together with its subsidiaries (the "Company"), currently makes Support Services available for certain 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 (the "Agreement") between the Company and the applicable licensee (the "Client"). The Company Products that are currently covered (individually, the "Product"; collectively, the "Products") are as follows:

- **Open LMS (SaaS)**
- **Open LMS Enterprise**

Support for System Administrators

Support Services Designated Contact

The Client may designate its personnel for purposes of receiving Support, and may appoint substitute personnel by providing written notice to the Company. The limit of two (2) Designated Contacts is applicable for Open LMS.

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 Designated Contact if there are questions related to support, as well as for questions outside the scope of a particular case such as license key renewals or replacements. This individual (Designated Contact) is typically active in the Behind the Blackboard support portal (submits support cases as needed), is 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.

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.

Blackboard®

Support Communication Methods

- **Telephone support** - Clients may request to be assigned to an Application Specialist who speaks their language. Where possible, the Company will attempt to provide this service. Clients accept that this may cause some delays while an available resource in their language is located, and thus may elect to have a faster response in English.

- **Web-based Self Service** – Clients may submit and add notes to cases as well as access to documentation, release notes and knowledge resources.

- **Case Communications by Email** – Ongoing communication may take place by email after a case has been created either by telephone or web-based self-service; provided the Clients' Designated Contact does so by replying to emails coming from support@blackboard.com and does not alter the subject line.

- **Incident Reports (Open LMS Enterprise only)** - In the event Blackboard becomes aware of a fault, Blackboard will send an Incident Report by email to all nominated contacts.

Support Hours

Blackboard Standard Support Hours are 8:00AM to 5:00PM in Clients' respective time zone, except weekends and Blackboard holidays. A list of Blackboard holidays is available on the Support Portal. For Clients outside of the Continental United States, the Standard Support Hours are 8:00AM to 5:00PM in the following time zone:

- APAC: Monday – Friday 8 AM – 5 PM (ACST/ACDT)

- Pacific: Monday – Friday 8 AM – 5 PM (PST/PDT)

- Canada: Monday – Friday 8 AM – 5 PM Central Time (CST/CDT)

- EMEA: Monday – Friday 8 AM – 5 PM (BST)

- Latin America: Monday – Friday 8 AM – 5 PM Central Time (CST/CDT)

Support Portal

The Client's Designated Contact will be provided a login to access to the Behind the Blackboard Support Portal (behind.blackboard.com). Use of Support Portal is the most efficient and the preferred communication method from Clients relating to support. The Support Portal may be accessed either during, or outside of, Standard Support Hours.

Telephone Consultation

The Client's Designated Contact may also reach Blackboard Support by telephone for telephone consultation regarding Client's questions during Standard Support Hours. It is recommended that a support case be submitted through the Support Portal prior to making a call. The Open LMS Client Support Phone Numbers are llisted in full on Behind the Blackboard.

Blackboard®

Support Services Severity Levels & Target Response Times

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

Severity Levels 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.

Note: Severity Level Agreement response times may vary. Please refer to the Client contract when in doubt.

The time a request is logged under Open LMS 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 Open LMS Support. The 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. Blackboard classifies Support Incidents as follows:

Severity Level 1

Your Blackboard Production System is down and not functioning, the system is disabled or non-responsive.

Some examples of Severity Level 1 Application errors are as follows:

- No users are able to access the service
- Service is not able to communicate with external systems.

When a Severity Level 1 issue is reported, the Company will assign resources to remedy the error; if access to the Product is required, we ask that you provide access to your system and other software for the duration of the error correction procedures.

Response time for Severity Level 1 is within one (1) hour when the case is submitted during Blackboard Standard Support hours, and two (2) hours if the case is submitted after Blackboard Standard Support Hours.

Note: Severity Level 1 only applies for Production Environments.

Severity Level 2

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.

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

- The service is unavailable to a subset of users or it is intermittently unavailable.
- A major functional component is unavailable.

When a Severity Level 2 issue is reported, the Company will assign resources to remedy the error; if access to the Product is required, we ask that you provide access to your system and other software for the duration of the error correction procedures.

Response time for Severity Level 2 is within four (4) hours when the case is submitted during Blackboard Standard Support Hours, and twelve (12) hours if the case is submitted after Blackboard Standard Support Hours.

Blackboard

Severity Level 3

Your Blackboard Product is operating close to normal; however minor components are functioning abnormally.

Response time for Severity Level 3 is within one (1) Business Day when the case is submitted during Blackboard Standard Support hours, and the next Business Day if the case is submitted after Blackboard Standard Support Hours.

Severity Level 4

Severity Level 4 implies that the Software is operating normally but you may be in need of instructional assistance.

Response time for Severity Level 4 is within one (1) Business Day when submitted during Blackboard Standard Support hours and the next Business Day if the case is submitted after Blackboard Standard Support Hours.

Note: Severity Level 1, 2, and 3 will take priority over Severity Level 4 cases.

Reporting an issue

When submitting a case, Client should include steps to recreate the problem in a similar environment to assist Blackboard Support with case investigation. Client should follow these guidelines when submitting the Case:

- The Case form must be completely filled out. Blackboard may be unable to act upon any incident until all information reasonably requested has been received by Blackboard. All information so requested is critical in evaluating the issue. If the Case form does not have the required information requested, Blackboard will need to request the additional information, thereby delaying the process. If the additional information is not provided within seven (7) days, the request will be considered withdrawn and the Case closed. Client may create a new case or reopen the request at a later date once Client is able to submit the requested information.

- Client must designate on the Case form the incident classification that is appropriate for Client's problem. Priority will be given to Level 1: "Emergency" and Level 2: "High" incident designations.

- Client must maintain necessary account(s) for Blackboard support to access the site.

- Client must provide via the Case form :

    - A full description of the problem,
    - Sample of output showing the problem,
    - Steps to reproduce the problem,
    - Expected results, and,
    - A copy of the input transaction that caused the problem.

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@blackboard.com emails concerning your case.

- Notes added to cases using web-based self-service.

Blackboard

6

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.

Client Escalation

Please refer to the Escalation Procedures link on the Behind the Blackboard Home page for a downloadable copy of the Open LMS Escalation Procedures.

Providing Blackboard Support Access to Your System

To effectively resolve issues submitted, Support staff may require any of the following information:

- Login information of Student or Designer/Faculty members experiencing problems.

- Login information for Blackboard Administrator (for Enterprise).

- SSH or VNC/Terminal Services access to the Client's server (for Enterprise).

The targeted response/resolution times described herein are subject to the Company's ability to obtain, when needed, server access by the means identified by the Company herein. The Company's Support staff must approve any request by a Client for the use of alternative means of server access in advance. The Company shall use reasonable efforts to accommodate any reasonable request for the use of an alternative means of server access.; However, in the case of such an accommodation, the Service Level Agreement targets for initial response, status updates and resolution as set forth herein shall not apply with respect to the specific support request for which an alternative means of server access is used, such is the case with VPN access.

Lack of server access, or lack of server access in a manner supported by the Company as identified herein may cause delays in resolving support requests and may render the Company unable to resolve a support request. In such cases, Clients may wish to consider an on-site, separately priced professional services engagement.

The Company's commitment to providing timely, quality technical support is based upon having sufficient server access to resolve a support request.

As per the following Exclusions section, *support for your Enterprise system shall not include support for any Product running in an unsupported configuration*. In the event an institution is running a Product in an unsupported configuration and reports a problem, the Company may, at its sole discretion, attempt to replicate the issue in-house at the Company on systems running in a Company-supported configuration.

If the Company's Support staff is able to replicate the problem on a supported configuration, the Company may elect to handle the support request in accordance with its standard support procedures. If the Company's Support staff is unable to replicate a problem on a supported configuration, the Company shall refer the Client to the Company's Professional Services department for a separately priced professional services engagement, and recommend that the Client moves to a Company-supported configuration.

Exclusions to Support Policies

Blackboard is not obligated to correct the following and all assistance, including research of the error, provided by Blackboard personnel for the following items may invoice reasonable time invested at Blackboard standard billing rates

Blackboard®

- **Client Errors** - Client's errors in configuring workstations, network or Internet software. Blackboard currently supports the standard hardware/software configuration listed on its web site. This list may be changed by Blackboard, from time to time, by revising that list.

- **Improper Usage of the Product** - Such as database files removed from the Product, customisation of the Product, prohibited usage, and so on.

- **Unsupported changes to the database** - Such as directly writing to the database or using the database schema to alter or delete records.

- **Explanations Contained in Documentation** - Explanations of system operation contained in the documentation.

- **Client Data** – Errors caused by client data, including data corrupted by access from programs other than those licensed from Blackboard (whether written by Client or by third parties) is a billable event and will be invoiced at our prevailing rates. If the faulty or corrupted data is caused by the Licensed Program, correction of the error is not billable.

- **Incomplete Backups or Lack of Test System** – Client must observe standard data processing practices. All assistance provided by Blackboard related to an incident will be billable if that incident could have been avoided by using a test system or could have been avoided by restoring a backup and rerunning the process that caused the incident.

- **Third Party and Custom Plug-ins** - Unless otherwise specified (agreed upon in writing in advance by the Company, where such permission has been granted), Blackboard does not support Third Party or Custom Plug-ins and any assistance by Blackboard with respect to these is a billable event and will be invoiced at our prevailing rates.

- **Server Migration Issues**[#].

[#] *Separately priced professional consulting services are available – Contact a Company Account Representative to learn more.*

Error Correction Distribution

Core Moodle

Blackboard will report core Moodle issues via Moodle Tracker (http://tracker.moodle.org). This site is the database for recording and managing bugs, improvements and feature requests for Moodle. These issues will be triaged by the Moodle community and targeted for future a release of Moodle based on the direction of the community. Blackboard will deploy error corrections received from Moodle to Clients' Application in the next periodic update or the next release. On many occasions, Blackboard assists the community by correcting bugs and forwards those fixes to Moodle for the benefit of the community.

Third Party Applications and Custom Plug-ins

Based on the Client and Blackboard relationship with the third party provider, Blackboard may assist in triage, reporting, and deployment of error correction on a case by case basis.

Open LMS (Licensed Program) and Open LMS Enterprise

Blackboard will deploy error corrections to Client site following completion of programming and testing of the error correction.

- Error corrections for Severity Level 1: "Emergency" incidents will be deployed to Client site upon completion of testing.

- Error corrections for Severity Level 2: "High" incidents will be deployed to Client site, depending on the timing of the next update and subject to Blackboard reasonable discretion, either upon completion of testing or in the next periodic update of the Application.

- Error corrections for Severity Level 3: "Medium" Errors which are corrected will be deployed to Client site, subject to Blackboard reasonable discretion, in the next periodic update or the next scheduled release of the Application.

- Error corrections for Severity Level 4: "Low" Errors that are corrected will be deployed to Client site in the next scheduled release of the Application.

Release Terminology

Blackboard refers to releases using the following terminology for Open LMS:

Open LMS (SaaS)

Release Terms and Descriptions
Major Release

Description	• Major Releases that consist of new functionality.
	• Usually includes an upgrade to the next major version of Core Moodle.

Maintenance Pack

Description	• These releases are reserved for maintenance, which may include incremental version updates from Core Moodle.
	• May repair/refine reported functional issues of existing features and may include new features or functionality .

Note: Open LMS SaaS release notes are published and assessible through the Blackboard Help Site:
https://help.blackboard.com/Blackboard_Open_LMS/Administrator/Release_Notes/

Open LMS Enterprise

Release Terms and Descriptions
Major Release / Major Upgrade

Description	• Major Releases that consist of new functionality.
	• Usually include a major version update of Core Moodle.

Client Release

Description	• These Client Releases are scheduled to occur during a standard maintenance window to ensure stability and reliability of Production environment(s).
	• May include may include incremental fixes and enhancements from Moodle Core.
	• Adhere to the Standard Client Release Cycle and are managed by the Service Delivery Manager with Client input.

Client Release (Emergency)

Description	• These Client (Emergency) Releases are reserved for critical fixes that fall outside the scheduled Standard Client Release Cycle. A business case must be submitted.
	• Managed by the Service Delivery Manager and conducted on a compressed timeline.
	• Can only be applied during a standard maintenance window to ensure stability and reliability of Production environment(s).

Hosted Release

Description	• These Hosted Releases are reserved for *critical* maintenance, intended to repair/refine reported functional and/or system issues on the existing Production environment(s).
	• May occur outside the standard maintenance window and managed by the Technical Operations team.

Hosted Release (Emergency)

Description	• These Hosted Releases are reserved for *critical* maintenance, intended to repair/refine reported functional and/or system issues on the existing Production environment(s).
	• When conducted to address an ongoing Severity 1 issue, Hosted (Emergency) Releases would occur as soon as practicable (outside the standard maintenance window).

Note: Releases for Open LMS Enterprise are managed and scheduled through the Client's Service Delivery Manager.

Blackboard®

Customer Data

Use of Information

Blackboard will not use any data obtained from the Client in connection with the provision of support for any purposes other than supporting and improving the Application.

Privacy and Security Policies

Blackboard agrees to make reasonable attempts to comply with the privacy and security policies of the Client in connection with the provision of support so long as the Client provides Blackboard with specific written guidelines.

Blackboard®