

# SafeAssign Service Level Agreement

## Overview

SafeAssign is a SaaS (Software as a Service) product whose performance is defined by several metrics:

- Availability (often referred to as “Uptime”)
- Paper Turnaround Time
- Paper Completion Rate

Definitions for Paper Turnaround Time, Paper Completion Rate, and Availability are described in the sections below. Notwithstanding the foregoing, the Availability, Paper Turnaround Time, and Paper Completion Rate of SafeAssign shall be determined without regard to any (i) packet loss, latency or network unavailability due to scheduled maintenance, (ii) the inability of a user to connect with SafeAssign due to Internet or telecommunications problems outside the reasonable control of Blackboard, or (iii) Force Majeure. For purposes of this section, “Force Majeure” means causes beyond Blackboard’s reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts or inability to obtain any export or import license or other approval or authorization of any government authority.

Customer will be eligible to receive service credits if Blackboard is not able to meet the Availability, Paper Turnaround Time, and Paper Completion performance metrics as defined below. Such service credits shall be customer's sole remedy for failure to meet the applicable targeted metric (except that in the case of a Chronic Service Failure, as defined below, customer may invoke the additional remedy set forth below for such Chronic Service Failure). In order to receive any service credit, customer must notify Blackboard within seven (7) days from the time customer becomes eligible to receive a service credit, which is the end of each calendar month. 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.

As a SaaS-based product, Paper Turnaround Time and Paper Completion Rate are dependent on the Availability of the service. Consequently, for each service performance issue, service credits can only be received for failure to meet one of the three possible performance metrics (Availability and “Uptime”, Paper Turnaround Time and Paper Completion Rate). In the event of a dispute, Availability should be considered the baseline metric for defining service credits. The aggregate maximum number of service credits to be issued by Blackboard to customer for failures to meet any and all metrics and performance problems during any given calendar month shall not exceed the fees for one month of service.

## Availability and “Uptime”

Blackboard shall use commercially reasonable efforts to ensure that SafeAssign is Available twenty-four (24) hours a day, seven (7) days a week with a targeted uptime of 99.7% per calendar month. SafeAssign shall be considered “Available” except to the extent that an End User cannot access SafeAssign due to hardware failure or sustained latency within the Blackboard and/or third-party hosting facilities.

If SafeAssign is Available less than 99.7% per calendar month, customer will be eligible to receive service credits as outlined below:

<b>Length of Unavailability (per calendar month)</b>	<b>Service Credit</b>
1 to 4 aggregate hours below 99.7% Availability	1% of monthly fees credited
4 to 48 aggregate hours below 99.7% Availability	5% of monthly fees credited
48 to 96 aggregate hours below 99.7% Availability	10% of monthly fees credited

Each additional block of 96 hours below 99.7% Availability thereafter shall be credited 5 days of service fees.

In the event that SafeAssign is Available less than 90% for any two months within any six-month period (a “Chronic Service Failure”), customer may, at its option, terminate the Agreement upon notice to Blackboard and in accordance with the relevant termination provisions.

## Paper Turnaround Time

“Paper Turnaround Time” shall be defined as the difference between the timestamp in which SafeAssign successfully received communication of a document from customer’s system and the timestamp in which SafeAssign returned an overall Originality Score and link to Originality Report to customer’s system (or error condition report where appropriate). For each service performance issue, service credits can only be received for failure to meet one of the three following Turnaround Time metrics.

SafeAssign will use commercially reasonable efforts to maintain a Paper Turnaround Time of (a) 5 minutes for 85% of all documents (or error condition reports) and (b) 2 hours for 90% of all documents (or error condition reports) during each calendar month. If Paper Turnaround Time falls below these values, customer will be eligible to receive service credits as outlined below:

(a) Paper Turnaround Time within 5 minutes

Percentage of papers returned within 5 minutes	Service Credit
80-84% of papers returned	1% of monthly fees credited
76-80% of papers returned	5% of monthly fees credited
70-75% of papers returned	10% of monthly fees credited

Each additional block of 5% of papers returned below 70% within the specified time of Paper Turnaround Time thereafter shall be credited 5 days of service fees.

(b) Paper Turnaround Time within 2 hours

Percentage of papers returned within 2 hours	Service Credit
86-90% of papers returned	1% of monthly fees credited
80-85% of papers returned	5% of monthly fees credited
75-79% of papers returned	10% of monthly fees credited

Each additional block of 5% of papers returned below 75% within the specified time of Paper Turnaround Time thereafter shall be credited 5 days of service fees.

SafeAssign will use commercially reasonable efforts to maintain a Paper Turnaround Time for of (c) 24 hours for 100% of Originality Reports (or error condition). If Paper Turnaround Time falls below 24 hours, customer will be eligible to receive service credits as outlined below:

(c) Paper Turnaround Time within 24 hours

Percentage of papers not returned within 24 hours	Service Credit
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95-99% of papers returned	1% of monthly fees credited
90-94% of papers returned	5% of monthly fees credited
85-89% of papers returned	10% of monthly fees credited

Each additional block of 5% of papers returned within the specified time of Paper Turnaround Time below 85% thereafter shall be credited 5 days of service fees.

In the event that Paper Turnaround time for all documents exceeds 48 hours for any two months within any six-month period, customer may, at its option, terminate this Agreement upon notice to Blackboard and in accordance with the relevant termination provisions.

### Paper Completion Rate

“Paper Completion Rate” shall be defined as the percentage of total documents (which SafeAssign successfully received communication of from customer’s system), per month, for which SafeAssign returned an overall Originality Score and link to Originality to customer’s system (excluding error condition reports).

SafeAssign will use commercially reasonable efforts to return 98% of all documents successfully communicated (not an error condition) when documents meet the basic requirements outlined below:

- I. Document submitted in a supported file format
- II. Document not corrupted
- III. Document does not contain non-standard text or other elements which cause an error in processing

If Paper Completion Rate per month falls below 98%, customer will be eligible to receive service credits as outlined below:

Percentage of papers not returned per calendar month	Service Credit
95-98% of papers returned	1% of monthly fees credited
90-94% of papers returned	5% of monthly fees credited
85-89% of papers returned	10% of monthly fees credited

Each additional block of 5% of papers returned below 85% thereafter shall be credited 5 days of service fees.

In the event that Paper Completion Rate falls below 50% any two months within any six-month period, customer may, at its option, terminate this Agreement upon notice to Blackboard and in accordance with the relevant termination provisions.