

Elearning Experts Service Agreement

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Application Hosting

Elearning Experts LLC provides support and hosting for open-source software including, but not limited to: Moodle and Totara LMS / Totara Learn. Elearning Experts LLC maintains local repositories of each hosted software which are periodically updated, tested and installed to each client's application as a matter of policy.

Support

Each Elearning Experts LLC support and hosting package includes a specified number of support hours. Hours are tracked and logged against support cases. Authorized portal users may open cases using the Support Portal found at elearningexperts.net/support. Clients who receive Custom Level Services may request support via phone or directly from their Virtual Site Administrator. Such clients have received specific information on those contact numbers at the time they contracted services.

Availability

Elearning Experts LLC's Support Desk responds to online support tickets from 7:00 AM to 7:00 PM Central Time, Monday through Friday. Emergency support is available 24/7/365 for the unlikely event of “site-down”. While it is possible to leave a request for support via the messaging system on our main phone line, those messages are reviewed no more frequently than every 2 hours and only during regular business hours. To avoid delays in response, clients **must** use the support portal for support issues.

The Support Desk observes the following US holidays:

New Year's Day	Independence Day	Day after Thanksgiving
President's Day	Columbus Day	Christmas Eve
Training Day (2 nd Mon April)	Thanksgiving Day	Christmas Day
Memorial Day		

Support Cases

All cases are processed and investigated in order of priority and time of submission. After a case has been opened, Elearning Experts LLC customers can expect a response within one business day.

Case Priority	Type of Issue	Example
Critical	Site is unavailable or unusable for all users.	No user is able to login. Site is inaccessible to all users.
Urgent	Significant problems with functionality or performance. Issue is not resolvable after initial troubleshooting and/or known workarounds.	Site is functional, but page load times are unacceptably prolonged (i.e. <45 sec on cable modem). Backup and/or restore functions are not working. You have a major gradebook issue during critical educational or compliance requirement timeframe.
Important	Other performance issue or individual user problem.	Other unexpected behavior within the course site. Grades appear to be inaccurate. Feedback is not displaying for individual student. Email notifications are not occurring or are delayed.

Case Priority	Type of Issue	Example
Normal	Routine inquiries regarding tool function, configuration, capabilities, etc. Reporting bugs or requesting bug fixes. Instructional support. Requests for information not available in the Elearning Experts' Knowledge Base.	Clarification on setting up Groups. Configuration of Reports. Customization of messages generated within LMS. Bug report.

Response and Target Resolution Times

Case Priority	Initial Response	Resolution Target
Critical	Within 1 hour	ASAP 24/7/365
Urgent	Within 1 business day	1 business day
Important	Within 1 business day	2 business days
Normal	Within 1 business day	3 business days

Resolution may be defined as one or more of the following:

- The issue was fully corrected, a solution was provided, or a question was answered as fully as possible.
- A feature is now working as expected.
- We were unable to reproduce the issue and will need to be notified if/when problem recurs.
- The request involved a third-party product. The client has been provided with information on how to contact support for that product (when possible).
- Support is not available for the issue and we have provided an explanation of why this is the case.
- Resolution of the problem is not possible given the client's current contract.
- Resolution is not possible due to the state of technology.

Please note that actual resolution times vary depending on the complexity of the issue and the availability of troubleshooting data. Additionally, software occasionally behaves in ways that are not easily explained or replicated. Our priority is to correct immediate problems. Detailed explanations of *why* a problem may have occurred and/or what we did to fix it will be provided as time allows. This explanation will often not be offered within the target resolution times. Please

also note that with regard to open source LMS products and proprietary course authorware, Elearning Experts LLC has no control over bug fixes.

Elearning Experts Uptime

Coverage. Elearning Experts' 99.9% uptime pledge applies to any client in good financial standing with us at the time of a hosted service outage.

Service Level. Elearning Experts strives to have our hosted services available for use by any party in the world 99.9% of the time.

Credits. In the event that our hosted services do not achieve 99.9% uptime in a calendar month, the client will be eligible for hosting service credit as follows:

<u>Monthly Uptime</u>	<u>Credit</u>
99.9 and above	No Credit
<99.9% to 98%	½ month of service credit added to end of contract term
<98%	1 month of service credit added to end of contract term

The client must provide a **written** request for service credit within 30 days of the hosted service outage. Client may receive up to one month of service credit for a calendar month where the uptime guarantee is not met.

Storage

Each hosting package includes a specified storage limit. Storage includes all sites and user created backups. If this limit is exceeded, the account is considered to be in breach of this agreement and Elearning Experts LLC will contact the customer to offer suggestions for site cleanup in order to bring the overall storage back within the limit of the hosting plan.

Bandwidth and Video Streaming

Additionally, you must ensure that your activities do not improperly restrict, inhibit, or degrade any other client's use of the Elearning Experts SaaS Service, nor represent (in Elearning Experts' sole judgment) an unusually great burden on our network itself. By way of example, common activities that may cause excessive bandwidth consumption in violation of our terms of use include, but are not limited to, numerous or continuous bulk transfers of files and other high capacity traffic using media streaming, and (b) file transfer protocols.

Software Upgrades

Maintaining software is an essential part of ensuring a fully functional, bug-free e-learning environment. It is also a critical component of maintaining a sound and smooth-running infrastructure. To that end, it is the policy of Elearning Experts LLC to correct known security issues automatically and as quickly as is feasible for all clients. Should a security issue arise, please expect to be advised that a fix is forthcoming. Be prepared to experience some minimal downtime while these serious concerns are corrected.

Additionally, maintaining the most current version of software is helpful in avoiding security vulnerabilities. It allows us to provide you with the best support possible – since all our clients are running the most recent, stable version of the software. Depending on your contract and type of service, your options regarding scheduling upgrades may vary.

Small and Standard Hosting Clients

Clients who are not on Enterprise, Academic or Business level plans will experience emergency security fixes without mandatory notice. Software upgrades to the most recent supported/tested version will typically occur on the 15th day of every other month (February, April, June, August, October, December) between the hours of 11pm and 3am Central Time – as deemed necessary by Elearning Experts. Full point upgrades are scheduled using technical support time on your contract.

Academic and Business Hosting Clients

Academic and Business Hosting Clients will experience emergency security fixes with a minimum of 3 hours notice. Academic and Business Hosting Clients have the option of arranging these upgrades outside the normally scheduled hours. Clients who are beyond a 2-month window of our most recent upgrade schedule will be contacted to arrange the next scheduled upgrade.

Enterprise and Custom Hosting Clients

Enterprise and Custom Hosting Clients will be subject to emergency security fixes with a minimum of 3 hours notice. Enterprise and Custom Hosting Clients may have specific customization issues that can be affected by routine upgrades. All upgrade needs will be addressed on a case-by-case basis.

Software Additions and Customizations

The availability of software additions, customizations, integrations and other add-ons are determined by your current level of service/contract. Please reach out to the Business Office if you wish to have a team member reach out to discuss changes to your current service plan.

Moodle and Totara LMS Add-Ons

Elearning Experts allows add-ons and vetted plugins which meet the following criteria:

- They are actively maintained by experienced Moodle coders
- They are version compatible with your installation
- They are stable from both functional and security standpoints

Additional tools which have been pre-installed on your site may be accessed and enabled/disabled/configured via the Site Administration panel of the LMS. Elearning Experts will advise clients of significant issues that arise in these add-ons through our monthly newsletter, The Elearning Expert, or via email in cases of urgent security issues.

Third-Party Add-ons

Elearning Experts LLC maintains a list of tested third party add-ons for which clients may require external license to use.

Backups

Elearning Experts LLC performs backups at the following schedule:

Daily: performed between 11:00pm and 3:00am, retained for 8 days;

Weekly: performed between 11:00pm and 3:00am starting on the 1st of the month and retained for 4 weeks;

Monthly: performed on the first of the month between 11:00pm and 3:30am, retained for 3 months.

Custom backup solutions are performed according to contract.