1) Purpose and Scope

This is a Service Level Agreement (SLA) between LCMS Plus, Inc. (“the Company”) and CLIENT SCHOOL (the “Institution”) to document:

- The technology services the Company provides to the Institution.
- The general levels of response, availability, and maintenance associated with these services.
- The responsibilities of the Company as a provider of these services and of Institutions receiving services.
- Processes for requesting services.

The purpose of this document is to ensure that proper mechanisms are in place to provide high quality service and support to the Institution. This document is pursuant to the License Agreement under which the Institution uses the Company software application ("LCMS+"). This SLA shall remain valid until revised or terminated.

By definition an SLA is an agreement, not a contract. It is understood that, while diligent and continuous effort shall be made by the Company and its employees to fulfill this SLA, the potential exists for exceptional circumstances to arise that could temporarily prevent such fulfillment. In such an event, the Company shall continue to strive to fulfill the promises of this SLA as completely as possible given any extenuating circumstances.

2) Service Description

2.1 Service Scope.

Most of the support issues that arise with LCMS+ actually relate to details of curriculum, not the system itself. Therefore, the Institution shall provide the first level of technical support. Designated “super users” and system administrators at the Institution will be trained by the Company (as outlined and contracted for in the governing License Agreement). These “super users” are responsible for helping end-users resolve questions about curriculum issues and procedural questions, such as "how do I create a new event?''.

The Institution’s internal Level 1 support (locally identified system administrators and “super users”) will have full access to the Company’s support services team. There is no phone or email support provided for end-user questions regarding curriculum issues. Available end-user support for application usage will include self-service via help pages such as wikis and recorded tutorials available online.

If an issue is found to be an actual bug or defect in the software, then the Institution’s Level 1 support should pass the problem on to the Company’s support services team.
2.2 Covered services and exclusions

For all systems, the following services are covered:

- Any bug or defect in the software. This covers any portion of the system that is not functioning correctly. This does not cover additional functionality that does not currently exist.
- Authentication issues, up to the point of communicating with your authentication mechanism. Errors in your institution's authentication mechanism are not covered.
- Improper display or rendering of pages within supported browsers.

If the Institution is self-hosting - that is, running and maintaining its own servers - then the following issues are **NOT** the responsibility of the Company, although we will work with you to identify the problem:

- Hardware failure
- Network connectivity
- OS issues
- Power outages
- File system
- Issues with user-entered data. This covers problems arising from dates being incorrectly entered, faculty assigned to the wrong event, and anything else that is caused by, and can fixed by, data entry.
- Advising the Company in advance of any updates to the operating system

If your site is hosted by the Company, the following services are covered under your hosting agreement:

- 99.9% uptime, not including scheduled maintenance
- Hardware failure
- Network connectivity, not including connectivity issues within your network. **The Company** guarantees that your server is properly and securely connected to the internet.
- OS issues
- Power outages
- File system
- The entire mySQL database install
- The mySQL database and specifically the accounts that are used as part of the **LCMS+** package

**Note:** If your local administrator requires access to servers hosted by the Company, those servers must remain dedicated to the LCMS+ application, its operating system, its database and all related necessary elements. No incidental or ancillary data may be installed on Company-hosted servers by your local administrator without explicit written permission from an authorized representative of the Company.
supported browsers
All supported browser must be a current version of the browser, which the Company defines as a version that is no more than 12 months old. The only exception is a browser that is no longer supported by the browser vendor but is still on our list (Example: IE7).

As of September 2013, the following browsers are supported (current versions unless otherwise specified below):

• Firefox on Windows, Mac, Linux - this is our preferred browser, and the one we recommend
• Chrome on Windows, Mac, Linux, Android
• IE8 for basic student functionality
• IE9 and higher on Windows
• Opera on Windows, Mac, Linux
• Safari on Mac, PC, and iPad/iPhone*

*A mobile/tablet version of LCMS+ is currently in development and will be appropriate for student and faculty use. Staff and course directors / coordinators will need to use the standard version in order to access the full functionality required by their more sophisticated tasks.

The Company will allow you to use other browsers but cannot guarantee that all functions will work when using non-supported browsers. A message to this effect will be displayed to users of non-supported browsers. The Company reserves the right to discontinue support for browsers that are obsolete by generally accepted business standards.

Note: we recommend that administrators use Firefox, as some of the administrative functions have not been optimized for other browsers.

3) Roles and Responsibilities

3.1 Parties.
The following Principal Officers of the Company are responsible for the Company's performance under this Agreement:

David Wiener – President
Allison Wood – CEO

3.2 The Company's Responsibilities.
Responsibilities and/or requirements of the Company in support of this Agreement include:

• Meeting service delivery commitments outlined in the Company Service Catalog.
• Meeting response times associated with the priority assigned to incidents and service requests.
• Generating annual reports on service level performance.
• Appropriately notifying clients of all scheduled maintenance via the Maintenance Calendar, Service Catalog web page and/or a communication via the Company Communication Manager.

3.3 The Institution's Responsibilities.
The Institution's responsibilities and/or requirements in support of this Agreement include:

• Using the defined processes for requesting help and services.
• Monitoring the Company Maintenance Calendar and notifying the Company of forthcoming local events with LCMS+ dependencies. Institutions can use the phone, email or LCMS+ ticket form to contact the Company with IT-related dependencies for local events. Responding to inquiries from the Company staff who are handling service requests.
• The Institution will provide remote connectivity to all systems as required by the Company to allow remote access to the systems as required to investigate a fault condition. All remote access will comply with the Customer's security requirements.
• The Institution is responsible for informing users of potential outages which may occur during problem isolation.
• The institution is responsible for the first level of technical support, which includes content questions and other issues that are specific to the Institution and/or its curriculum but not to the software. Should Level 1 technicians be unable to answer a question or determine whether it is actually a system error, they can then contact the Company for escalated tech support.

4) Requesting Service

A service request means a request is made by the Institution to the Company for a covered service under this Service Level Agreement. There are three (3) methods of contacting the Company for all requests. “Regular Business Hours” are 8 am – 6 pm Eastern Standard Time, M-F (excluding holidays). For urgent matters, emergency service is available outside this window and should be requested by phone.

NOTE: Should the Institution abuse this level of support by repeatedly identifying lower-priority issues as urgent, the Company reserves the right to require a paid service support plan for the Institution.

4.1 Online / IT Request

By utilizing the web (or direct email), your request will be automatically associated with your school and visible to technicians. Requests made online will be processed during Regular Business Hours. Using the Company ticket system via the web interface or email is the most efficient method to log and process incidents:

   Email: support@lcmsplus.com
   Web interface: www.lcmsplusinc.zendesk.com

4.2 Phone (919-923-0820)

Phone service is available during Regular Business Hours. Messages left during off hours will be processed the next business day. The Senior Support Services phone number is the most suitable method for urgent incident reports (see 5.3 below).

4.3 Email (support@lcmsplus.com)

Email requests will be processed during Regular Business Hours.

5) Hours of Coverage, Response Times & Complaint Resolution

5.1 Hours of Coverage.

Institutions may use any of the methods of contact as stated in Section 4. Using the web interface is the most efficient method to log and process non-urgent incidents; phone is the most suitable method for urgent incident reports.

• A four-hour response time is guaranteed for Priority 4 service requests (see chart below)

• A two-hour response is guaranteed for Priority 2 or 3 service requests

• A one-hour response is guaranteed for Priority 1 service requests

• For true emergency situations, the Senior Support Services team may be reached 24/7 by phone at 919-923-0806. Note: Should the Institution abuse this level of support by repeatedly identifying lower-priority issues as urgent, the Company reserves the right to require a paid service support plan for the Institution.
5.2 Response.
For responses to incidents, the Company goal is to acknowledge requests and assign one of the following Priority Levels within the time frames indicated below during Regular Business Hours:

**Priority 1 - Critical**
*Impact:* Service outage or a major application problem making it impossible to use the system
*Examples:* Service is not available, application does not save critical data correctly.
*Response time:* Within 1 hour
*Resolution:* Within 3 hours

**Priority 2 - Major**
*Impact:* Large number of users is impacted and no workaround exists
*Examples:* Slow application response time, session timeouts, some application functionality is broken
*Response time:* Within 2 hours
*Resolution:* Within 12 hours

**Priority 3 - Ordinary**
*Impact:* Small number of users affected or impact on a large number of users, but workaround exists
*Example:* Users running a supported browser are affected but can use an alternate browser. Some minor application functionality is broken but the system is still usable.
*Response time:* Within 4 hours
*Resolution:* Issue-dependent

**Priority 4 - Low**
*Impact:* No impact on users
*Example:* A request for a new feature
*Response time:* Within 48-72 hours
*Resolution:* Issue-dependent

All times above are from the time the service request is logged by the Company's support services team. The target times apply to Regular Business Hours only.

For incidents that generate a large amount of tickets, a mass mailing may be sent out in lieu of an individual response.

5.3 Prioritization.
If you consider your incident request urgent, contact the Company's Senior Support Services team at 919-923-0806. This will ensure your ticket is routed as quickly as possible. Examples of urgent incidents include reporting a service outage or reporting an impact to instruction.

The Company has a method to prioritize requests based on a global view of IT needs and uses the following criteria to assess relative urgency:

- Significant number of people affected
- Organizational structure is a multiplier for number of people affected
- Percentage of total tasks that can no longer be performed by individuals
- Academic and Administrative Calendar deadlines
- Significant impact on the delivery of instruction
- Significant or lasting impact on student academic performance
- Significant risk to safety, law, rule, or policy compliance

Upon receipt of a service request, the Company support services team will assess the situation and assign a priority level as outlined above. Over the course of problem investigation, the priority level may be changed by
the Company support services team. If it is determined that the issue affects more users than initially estimated, 
the severity will be increased and more resources devoted to finding a solution. Likewise, if it is determined that 
a workaround (such as using an alternative browser) is available, the severity may be lowered.

5.4 Escalation. 
If you are not satisfied with the level of service on a request, contact our senior support services team at 919-923-
0820. They will categorize and process your input as appropriate and respond to you with the action taken.

In the event that calls remain outstanding beyond the agreed times, the Company's support services team 
will escalate the call to Senior Management at the Company, who will contact his/her counterpart within 
the Institution's organization to agree on a course of action to be taken. The Company will notify the 
Institution if it is apparent that complexity of a call may result in a protracted timeline for resolution. The 
Company may also escalate calls of a repetitive nature.

The Institution may escalate any call at any time should they deem it to be appropriate in any specific 
instance.

Reminder: The Institution is responsible for the first level of technical support, which includes content 
questions and other issues that are specific to the Institution and its curriculum but not to the software. 
Should Level 1 technicians be unable to troubleshoot a question or determine whether it is actually a 
system error, they can then contact the Company for escalated tech support.

6) Maintenance and Service Changes

The Company makes every effort to minimize unintended service disruptions or other impacts as a result 
of changes in the production environment. The Company does this by monitoring, managing, and 
evaluating changes to maximize the service benefits to the Institution, while minimizing the risks involved 
in making those changes.

6.1 LCMS+ Maintenance Calendar.
All routine IT-related service events will be conducted on Saturdays or Sundays so as to minimize service 
disruptions during educational and business hours. Should additional service events be required, the 
Company Communication Manager will send an email notification to your local system administrator(s) 
advising them of the date and purpose of such service events.

Your local system administrator is responsible for notifying the Company of forthcoming local events with 
LCMS+ dependencies. The Company Communication Manager is responsible for communicating service 
events and changes to service groups, and campuses as necessary. Off-hours service failures will be 
communicated the following business day.

There are two categories of service events:

- **Planned Events**: A planned service event is work that is planned and scheduled at least two weeks 
prior to the scheduled date. The Company Communication Manager will communicate to the 
appropriate audience at least two weeks prior to the scheduled outage.

- **Unplanned Events**: An unplanned service event is work that is required due to an unforeseen event or 
urgent repair to prevent failure. Unplanned service events are given priority (and communicated 
immediately) on a case-by-case basis depending on the type and urgency of the service failure.

Continuous software maintenance updates: As software maintenance updates become available, the 
Company will make such updates available to the Institution at no additional charge for the duration of 
this Agreement. Software maintenance updates may be released either as a stand-alone product pre-
release, or as part of a consolidated software maintenance release package. Generally, these updates will
be distributed electronically via email, or made available via the Company’s web site.

The Company will provide email and/or telephone assistance, as necessary, to assist with implementation of the software updates.

The Company’s Communications Manager can be reached at 919-923-0820 or support@lcmsplus.com.

6.2 Guidelines for the Company's Maintenance Windows.
A maintenance window is a defined period of time during which planned service events and changes to production services and systems (see definition below) may occur. The purpose of defining standard maintenance windows is to allow the Institution to prepare for possible disruption or changes.

In addition to any specific requests from the Institution regarding maintenance windows, the following general guidelines shall apply:

• Planned service events should be performed between 7:00 PM Saturday - 7:00 AM Sunday. Work scheduled outside of this window should have explicit sign-off from the system steward or designated Institution representative.
• Planned service events and changes should not be scheduled during the first or last weeks of instruction, finals or grading week of the academic quarters, or during other significant campus events or key dates.
• “Production services and systems” means the Institution’s staff, faculty and users depend on these services and systems to complete business and academic tasks and objectives.

7) Reviewing and Reporting

7.1 System Performance and Availability Reporting.
Quarterly performance and availability reports will be published for review.

• First-contact response to incidents and service request is based on information from the Company ticket system. It will include information by division and by service and by response time.
• Resolution of help tickets is based on information from the Company ticket system. Hours are counted as clock hours, weekends excepted.
• Outage metrics measure planned vs. unplanned outages and their associated root causes.

Quality metrics for services offered
Quality metrics are used to evaluate success of the services offered and to determine when a change in strategy is required or additional resources are needed.

Availability (uptime)
Excellent: 99.5%; maximum outage duration not to exceed 6 business hours
Good: Over 97%; maximum outage duration not to exceed 12 business hours
Poor (action required): Less than 97%; maximum outage duration exceeds 24 business hours

Performance
Excellent: Less than 5 second response time
Good: No more than 5 second response time on 90% of the monitored screens
Poor: More than 5 second response time on 20% of the monitored screens

Issue resolution
Excellent: More than 99% of critical and major issues resolved or mitigated within one business day
Good: Over 94% of critical and major issues resolved or mitigated within one business day
Poor: Less than 90% of critical and major issues resolved or mitigated within one business day

Monthly uptime % = (total hours - hours of down time) / Total hours x 100%
Please note that uptime will be determined based on data reported by automated monitor agents. Downtime due to announced maintenance will not be used in uptime calculations. Reports of downtime submitted by users will be investigated but won't be used to calculate uptime, since downtime experienced by users can be related to network issues on the user side or anywhere between the user's computer and the system. Uptime will be measured by automatic monitoring of the application.

7.2 SLA Reviews.
This Agreement is valid from the date shown below and is reviewed annually or as otherwise needed. The Company is responsible for facilitating annual reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. No changes shall take effect unless and until confirmed in writing by the Company and the Institution and made a part of this Agreement.

A copy of this Agreement shall be posted to the following location and made accessible to all stakeholders: www.lcmsplus.com/SLA