



Dokeos Live Box or installed server Service Level Agreement Professional Edition

Helpdesk, Maintenance and Support on a
pre-installed server for the client

Dokeos® *Learning Management System*
Dokeos **Videoconferencing**
Dokeos **Oogie** Rapid Authoring
Dokeos **Reporting**





Between

DOKEOS S.P.R.L., 108 rue du Corbeau, B-1030 Brussels, represented by :

.....

Named hereafter DOKEOS,

And

Client

situated

.....

represented by

.....

Named hereafter The user

It is stated that

- The user wishes to get support, maintenance and technical assistance on the hardware and software mentioned : Dokeos Live Box;
- These services are the object of the present contract;

It is agreed that:

Article 1: Object of the contract

This contract deals with services on the softwares described in annex 1 and named « the software ».

The **support** has three dimensions at DOKEOS :

- detecting and fixing bugs;
- releasing upgrades;
- installing and uninstalling software when needed.

The software support aims at having them run properly in conformity to technical specifications defined in annex 1.



The **maintenance** has three dimensions :

- upgrading the Dokeos software;
- upgrading the software layers on which Dokeos software relies on;
- guaranteeing security of the portal and/or server.

The **technical assistance** has three dimensions:

- **helping** the client on any technical topic required in a maximum delay of intervention of 24 hours (less if specified in contract);
- **fixing** problems on client server if access is possible or provided by the client himself;
- **documenting** the client on problems and software when required.

Support and maintenance are signed for a minimum period of 3 years. With no limit of the time invested by the Dokeos company during this period.

Technical assistance, however, is signed for a specified number of 20 hours for *Campus Edition* and 50 hours for *Corporate Edition*. Additional Technical Assistance can be obtained by the client by prepaid slices of 40 hours.

Article 2: Lasting of the present contract

This contract is limited to the time situated between the day of its signature and the expiration date defined in Annex 1.2.

Article 3: End of contract

This contract will end at the end of the period defined in article 2.

If the user, before the end of the contract period, decides to interrupt it, he can do so by recommended letter defining a date of his choice. The user commits to communicate this date minimum 3 months before its term.

In case of application of the preceding item, the parties will go on acting in respect to the terms of the contract until its end.

The user can interrupt the contract immediately without payback.

Each party can end the present contract without legal intervention and with immediate effect if one of the following occurs : company collapse, end of commercial activity.

In case Dokeos does not respect one of the rules of the present contract, the client is allowed to interrupt the contract without warning and the client is paid back of prepaid amounts if relevant.

Article 4: Detecting and fixing software bugs

Starting at installation time, DOKEOS assumes that the software and hardware is in good order, in respect to specifications and features defined in annex 1. DOKEOS aims at fixing bugs that block the use of the software in respect to its specifications and features.



In case the user is confronted to bugs that block the use of the software, he will require the intervention of DOKEOS by email (*Campus Edition*) or by email and telephone office hours (*Corporate Edition*).

The user will communicate to DOKEOS enough information on the nature of the problem and its circumstances.

This request of intervention can be addressed to Dokeos, unless specified in annex 1, on all business days between 9am and 5pm.

Within a delay of 6 open hours, DOKEOS will confirm to the user by phone or email its intervention and the way the problem will be fixed.

The Dokeos support team commits to acknowledge bug reports within 24 hours. The acknowledgement email will include a delay for the resolution of the problem.

The user is allowed to end the contract by recommended letter if the problem is not fixed in a delay of 3 days, unless another delay is specified by support team in the acknowledgement of the bug.

Blocking bugs will be fixed within 6 hours.

Article 5: Upgrades

By upgrades we mean : a new or adapted version of the software in which known bugs have been removed, or new features have been developed.

DOKEOS will inform the user of the existence of every upgrade release during the contract period.

Following article 5.2, DOKEOS will proceed to the installation of the mentioned upgrade in a delay of 20 business days.

Article 6: Uninstallation of the software

Within a delay of 1 month after the end of the contract, DOKEOS will do whatever it can to uninstall the software or remove the physical devices it has brought if asked by the client.

Article 7: Confidentiality of data

Dokeos Live Box are installed inside the client's infrastructure. It belongs then to the client to guarantee the confidentiality of data by providing adapted firewalls, proxies and any kind of confidentiality protection. The Dokeos software does not allow any kind of intrusion that we know of and the Dokeos company will fix any bug detected that related to data leakage.

Article 8: Price and payment

Software and hardware support, maintenance and technical assistance is provided under the conditions defined in Annex 1.

Support is invoiced at the beginning of the 3 years contract.

Invoice needs to be paid before the server is shipped.

Additional slices of Technical assistance can be ordered. The will be paid before the additional technical assistance starts.



Article 9: Client acting on Live Box

If the client acts on the server in any way except plugging it, he/she runs the risk of losing Dokeos guarantee and support without being paid back. We strongly recommend not to login on server as root. In case this happens, the situation can still be negotiated with Dokeos. Noticeably through additional technical assistance.

Article 10: Nullity of one term of the present contract

The nullity of one term of the present contract does not cancel the validity of the other terms or the entire contract.

When a term of the present contract is cancelled, it is replaced by a corresponding new one.

Article 11: Transmission of the rights to a third party

All parties can transmit to a third party their rights in the present contract without warning.

In case of transmission, the other party should however be informed by a recommended letter.

Article 12: Hardware property act

Hardware (the Live Box server) becomes the property of the client immediately at reception of the box shipped to his/her address. If the server is provided by the client, it remains its property.

Article 13 : Hardware troubleshooting and replacement

For Live Box, in case the client estimates that the hardware is not functioning properly, he is invited to ship it back to Dokeos. The Dokeos company guarantees that the hardware problem will be fixed or the server replaced at no additional cost for the client, except cost for shipping the server back.

Article 14: Applicable law and authorized jurisdiction

The contract is regulated by and only by the Belgian law.

All conflicts related to this contract will be treated by the Brussels court.

Made in 2 copies in PLACE on MM DD, YYYY.

All parties admit to have received one copy of the present contract.

On behalf of DOKEOS

On behalf of the client



Annex 1 to SLA between DOKEOS and :

.....

Article 1.1 : DOKEOS provides support, maintenance and technical assistance on the following **softwares** (included in the contract is checked):

- Dokeos LMS : YES
- Dokeos Live Conferencing : NO
- Oogie PowerPoint conversion : YES
- Dokeos Reporting : YES

Article 1.2 : Software **support** aims at having the software running properly as defined in item 1 of the present annex and relatively to the following specifications and features :

- 24/24 hours
- 7/7 days
- Email next business day : YES
- Telephone office hours GMT+1 : YES
- Other : no

Article 1.3 : The present contract includes Technical assistance (help on any topic) for

- 20 hours
- 50 hours : YES
- 100 hours

Article 1.4 : The Live Box **server** delivered to the client will have the following specifications:

- Dell PowerEdge 2970 Rack (Tower on demand)
- Dual Core AMD Opteron™ 2210; 1.8GHz,2X1MB Cache,1Ghz
- 1GB DDR2, 667MHz, 2x512MB Single Ranked DIMMs
- OS : Debian Linux
- Integrated SAS/SATA No RAID, SAS 5/i



- 36GB, SAS, 2.5-inch, 10K RPM Hard Drive
- Dual Embedded Broadcom® NetXtreme II 5708 Gigabit Ethernet NIC
- Guarantee : 3 years
- Documentation : yes
- Permanent remote access : SSH, PhpMYAdmin, SFTP
- no screen, no mouse, no keyboard

Article 1.5 : Server **users** guaranteed capacity (more is possible but not guaranteed)

- Dokeos Learning Management System registered users : 30.000 users
- LMS Max simultaneous users : 5.000
- Oogie Rapid Authoring max registered users : 30.000 users
- Oogie Rapid Authoring max simultaneous users : 200
- Videoconferencing max registered users : 30.000
- Videoconferencing max simultaneous users : 200

« Simultaneous users » is a technical benchmarking specification that tests X users simultaneously sending *requests* to a server. A server can accept much more users simultaneously using it than the maximum guaranteed because real life situations do not imply that all users simultaneously connected send a request altogether simultaneously.