



Brussels, July 20, 2009

Dokeos PRO Service Level Agreement including Terms and Conditions

Between

DOKEOS S.P.R.L., 108 rue du Corbeau, B-1030 Brussels. Tel. +32 2 669 69 55. Named hereafter DOKEOS,

And

Client coordinates

It is stated that

- The Client wishes to get software maintenance, support and hosting from DOKEOS on the software mentioned;
- 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 software described in the annex and named « the software ».

Article 1a: Support, maintenance and hosting

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

- detecting and fixing bugs;
- listening to bugs descriptions;
- releasing upgrades;
- uninstalling software.

The software support aims at having them run properly.

Support is defined with an obligation of results: Dokeos commits to fix the bugs.

The **maintenance** has three dimensions :

1. upgrading the Dokeos software. This includes corrective upgrades and evolutive upgrades and means the client benefits of the evolutions of the software made for other clients as well;
2. upgrading the software layers on which Dokeos software relies on;
3. guaranteeing security of the portal and/or server

The **hosting** has three dimensions:

1. providing one or many Dokeos **portals** on a dedicated url, domain or subdomain;
2. guaranteeing the **access** to this/these portal(s) 24/24h and 7/7d except on scheduled maintenance periods;
3. guaranteeing the availability of the features described in the contract.



Article 1b: Technical assistance

The **technical assistance** is provided on a timesheet basis and has two dimensions:

1. **helping and advising** the Client on any technical or pedagogical topic (typically helping him build courses and organise his training scenario with Dokeos) required in a maximum delay of intervention of 24 hours;
2. **documenting** the Client when required.

Technical assistance guarantees the Client that the Dokeos development and support team will deal with any technical problems related to the software and its environment.

Technical assistance has an obligation of means only and its cost is time-credit on a per hour basis.

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 it. Conditions of this contract are valid for a period of 3 years starting from the signature date.

This contract includes (...) hours of technical assistance per year. Once the credit of hours is fully consumed, the Client gets an estimate in order to validate a new credit of technical assistance.

This contract is renewable by tacit agreement.

Article 3: End of contract

This contract will end at the end of the period defined in the annex at the end of the document.

If the Client, before the end of the contract period, decides to interrupt it, he can do so by registered letter defining a date of his choice. The Client commits to communicate this date minimum 3 months before its term. Then, the Client can end the contract at no cost.

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.

The Client can get at anytime a documentation of what has been done and how to go on with the current technical job and a copy of his own data. :



- on a DVD sent to the Client with the cost of 800 € per copy and a delay of maximum 5 open days
- on a VmWare virtual Machine DVD at the cost of 1600 € per copy and a delay of maximum 5 open days

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.

Article 4: Detecting and fixing software bugs

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

In case the Client is confronted to bugs that block the use of the software, he will require the intervention of DOKEOS by email, web ticketing or by telephone.

The Client 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 the annex, on all business days between 9am and 5pm, Paris hour (=GMT+1).

Within a delay of 8 open hours, DOKEOS will confirm to the Client by phone or email its intervention and the way the problem will be fixed.

DOKEOS guarantees that the software will be back to service within the deadline duly communicated to the Client.

The Client 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 in the annex (same document below).

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 Client of the existence of every upgrade release during the contract period.

DOKEOS will proceed to the installation of the mentioned upgrade in a delay of 5 business days.

Security upgrades, also called patches are protections against newly discovered security issues. They are implemented within a maximum delay of 12 hours.



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.

Article 7: Confidentiality of data in case of hosting

Dokeos hosting guarantees the privacy of the Client data by a series of technical and legal measures :

1. Passwords are crypted in the DB
2. Portal can be switched to use https secure protocol in replacement of standard http (chargeable service).
3. Server is monitored 24/24 7/7 with MUNIN, AWSTATS, AIDE, CLAMAV and NAGIOS so as to detect any non web intrusion in data, server congestion, network collapse.
4. No non-web access is possible to the server. No physical access to the server
5. Passwords are not provided to third parties by Dokeos and Dokeos invites the Client to a legal policy on the same topic
6. Backups are stored in a server that provides the same security settings than the hosting server
7. Use of a login/pass by a third party can be detected (additional cost) by a security admin setting available to the customer which details portal accesses by IP addresses.
8. Legal : the Client is allowed to interrupt the contract without warning if he can prove that Dokeos is responsible of any kind of leak of information on the server and/or portal.
9. Dokeos commits to provide the Client a DVD copy of his data at the Client's charge within a maximum delay of 10 open days at any time, including up to 30 days after the interruption of the contract.



Article 8: Price and payment

All invoices are payable in a delay of 30 days from the date of the invoice.

The services mentioned in Article 1a of this contract are invoiced every 6 months upfront.

In case of non payment of an invoice, a 10% delay interest will be charged, without warning.

DOKEOS is also allowed to end the contract immediately until all the invoices are paid.

Indexing of prices (labour daily rate, labour hour rate and annual support, maintenance, and hosting) will be 1% only each year.

The following table details the cost per threshold of max users. Max users means the number of users registered in the database of the system.

Pricing : see offer

Assistance

The Dokeos team helps you build courses and design your e-learning scenario, develop content and activities online. helps you build courses

Pricing : see offer.

Total Cost of Ownership

In case the Client wants to migrate to a bigger threshold of maximum users, the Client will be charged an intermediate invoice to cover the difference between the previous and the new annual price.

Article 9: Absence of right on hardware or software belonging to DOKEOS

The Client admits that he/she has no right on the software and/or the hardware used by DOKEOS in the present contract.

The Client admits that he/she has no property rights on the software except the rights corresponding to the licences under which these softwares are released.

Article 10 : Network Accessibility

1. Network Uptime



Network Uptime is the time in a calendar month that the website is available through the Internet, provided that the Client has established connectivity. Dokeos takes responsibility within their network, however, we cannot be held liable for upstream problems, outside of our network. Our guarantee is that our Network will be available to clients free of Network Outages. Rendering is 99,9% due to Dokeos clustering and IP Fail Over technology.

Dokeos PRO Edition hosts 2 identical copies of your data on 2 mirrored servers and guarantees that server 2 will become your main server within 30 seconds if server 1 collapses for any reason. The Dokeos cluster includes a sophisticated system of data replication to avoid both data loss, outing and maintenance disagreements.

2. Network Outages & Unscheduled downtime

Network Outages or Unscheduled downtime is any unplanned or unscheduled interruption in Service availability during which the Client is unable to access the services as described in the section titled "Network Uptime" above. A Network Outage is defined as a period in which 100% packet loss to our network is experienced, which is determined to have been caused by a problem in the Dokeos server. Downtime or outages are measured as the total length of time of the unplanned interruption in service availability in a calendar month.

3. Scheduled Downtime

Scheduled Downtime is any Dokeos scheduled interruption of Services, for the purpose of network upgrades, or replacement of any equipment in order to provide for you better service. Scheduled downtime occurs during notified downtime periods, with as much advance warning as possible via e-mail with a minimum of 24 hours notice.

4. Web Service Uptime

Web Service Uptime is the total time in a calendar month that a Dokeos Web Service is available through the Internet, provided that the Client has established connectivity. Our guarantee is that our Web Services will be available to clients free of outages for 99.9% of each calendar month.

Article 11 : SLA Network or Web Service Violation Credit

SLA Network or Web Service Violation Credit occurs when our network uptime guarantee or web service uptime guarantees are not met. Dokeos will refund the customer 0,1% of the annual fee based on Dokeos Pro hosted Deployment + Oogie Rapid Learning for each period of 30 minutes of downtime (up to 100% of your monthly fee) for network downtime. Network downtime is measured from the time the network is 100% unreachable, until service is once again restored. In order to request a performance credit, you must email us within 48 hours of reported violation at <http://projects.dokeos.com>. SLA violations will be reviewed by our personnel Monday - Friday 9AM to 5PM. Network violation SLA credit does not cover server hardware failure.

The following are excluded from the monthly calculation of Service Availability:



- Scheduled downtime
- Problems outside of Dokeos servers (upstream providers, or Client's inbound connection) not effecting 100% loss to our network
- Interruptions or failure of individual service caused by Client, their employees, Client's customers, etc. to their service. These include inaccurate configuration, 3rd party software, client abuse or over utilization of resources, hacked servers, attacks, exploits, or server hardware failures.

In case the Client proves that Dokeos is responsible for letting a third party access to his data, the Client is allowed to interrupt the contract immediately and be paid back of 50% of the last 3 months fees.

Article 12 : Bandwidth & Traffic in case of hosting

Dokeos guarantees that customers will have access to the burstable bandwidth and full traffic **level** as defined in the **service** description.

Article 13 : Notification of outages in case of hosting

Dokeos will provide Clients with a minimum of 2 days advance notice of any scheduled outages required for maintenance work. Noticed of scheduled maintenance work will be by email to the customer-designated contact address.

Client has access to MUNIN online security and resources use monitoring.

Article 14 : Server monitoring

All Dokeos servers are continuously monitored (7x24) and internal support staff alerted to any degradation in **service**.

Article 15 : Domain name renting

Dokeos hosting includes the renting of a domain name by Dokeos for the Client. It does not include the use of a domain name already bought by the Client unless specific



arrangements. Dokeos takes care of the domain name and is responsible for buying it for the next year if the hosting contract is continued.

Article 16 : SCORM and Content management

Dokeos is SCORM 1.2 compliant and conformant and imports many different file formats including some types of AICC and IMS compliant contents. However, the Dokeos company is not responsible for educational content not providing scoring, time or any kind of user information to the LMS.

Programming developments to adapt the Dokeos LMS to dedicated contents will be charged on a time basis as a development service.

The Client may require a FTP access for the upload of SCORM content (additional cost).

Upgrades are normally carried out either to improve functionality and performance or in some instances to improve security. Major upgrades, particularly of Dokeos software, are included in the hosting price unless software (not layout) customisation has been done. We undertake to notify clients in advance of any planned upgrades which may affect **service** provision.

In this contract, upgrades guarantees include the upgrade of Dokeos whether adapted by the Dokeos company for the Client or not.

Pricing of upgrade is included as part of the deployment service.

Article 17 : Hardware maintenance, support and upgrades

Dokeos-owned servers and related hardware are covered by third party on-site maintenance contracts, Dokeos also maintains some spares stock on site.

Article 18 : Disaster recovery

In addition to the on-site maintenance contracts mentioned above Dokeos operates a daily off-site data backup system. On-site back up tapes are stored in a fire-proof safe. Business continuity plans in the event of a major disaster are kept under continual review with the objective of providing a rapid restoration of **service** utilising alternative **hosting** facilities and equipment.



Article 19 : Security and password information

Customer password information is not accessible to any Dokeos staff. Customers are responsible for the management and security of their own password and account information. In the event of lost or forgotten passwords the customer must submit a request for a new password to be set-up, this may incur additional charges. New passwords requests will only be accepted when submitted by authorised Client contacts using the recognised procedure.

Article 20 : Data backup and restore

Data backup is automated every night and included in this contract with no additional cost. Restore is free in case Dokeos is faulty.

Customer-requested data restoration is carried out on a best-endeavours basis and must be scheduled in advance. Data restoration is a chargeable activity unless specifically included as part of a customer-specific maintenance contract.

Article 21 : Physical Site Access

There is no physical access to servers.

Article 22 : Account credit / refund

Clients must notify Dokeos within 48 hours of any failure of **service** in order to claim an account credit or refund. If a **service** is unavailable for more than 0.1% of the time in any full calendar month then we will credit your account with the value of one day **service** for every hour connectivity has been unavailable, up to a maximum of one months **service** charges. This excludes any **service** interruptions as a result of planned and notified maintenance work.

In the event of Dokeos being unable to restore a client's **service**, or failures persisting or recurring over a 7-day period then the Client is entitled to terminate their **service agreement** without further notice and with no charges payable for the final month of **service** provision.



Article 23: 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 24: Transmission of the rights to a third party

No party can transmit to a third party their rights in the present contract without warning.

Article 25: Applicable law and authorized jurisdiction

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

All conflicts related to this contract will be treated by the Nanterre's court.

Article 26: Data property

All data on the Dokeos portal is the property of the Client. The confidentiality is guaranteed by Dokeos and the Property management is managed by the Client only. This means :

1. The Client is the only legal entity that can decide according to which licence this content is own, sold or shared with any third party
2. The Client is the unique owner of the data
3. The Client is entitled to get his data back at any time. However backup and/or download will be done at his charge.
4. The Dokeos company commits to protect the confidentiality of the **data** (see article on Confidentiality in this SLA) and is technically and legally responsible for protecting the data on the server.
5. In case the Client establishes that data was stolen or distributed without his consent due to a lack of control or intentional decision of the Dokeos company, the Client will be entitled to stop the contract immediately, get a backup of his data and get paid back of 50% of the current annual fee.
6. Property on the data includes all the rights associated by law to it : right to distribute or not, to modify or not, to sell, to rent, to keep secret.

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Made in 2 copies in Brussels on DD/MM/YYYY

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

For DOKEOS

For *Client coordinates*



Annex to SLA

DOKEOS provides support on the following softwares

Dokeos PRO

Users number: XXXX for the first year.

Users number and pricing may vary for the following years according to article 8 of the present contract.

Invoicing

Invoices will be sent every 12 months upfront.

Expiration date

DD/MM/YYYY

Studio assistance particular conditions

Dokeos will send a detailed Excel timesheet to the Client after each task required so as to inform the Client on time remaining in the contract. Dokeos will invite the Client to start a new contract once the agreed hours are almost over. There is no expiration date for the validity of the assistance hours bought by the Client. Dokeos guarantees that the technical and development team will be at the disposal of the Client within 3 open days after payment.

Technical assistance includes noticeably:

- training, support, any kind of telephone or local help
- content management : migration, tips and tricks
- local and/or remote installation of Dokeos LMS, Videoconferencing and /or OOgie Rapid Authoring
- database management
- web services connection with Outlook, LDAP, Hypervision ...
- files management



- migration jobs
- PHP scripts fixing
- Dokeos Extensions gluing and fixing
- course and server backup management
- users registration process finetuning and fixing
- tips and trick on how to use the tool
- (...) practicaly any technical job related to Dokeos softwares

To provide a quick help and a permanent follow up, all technical assistance goes through <http://projects.dokeos.com>. Simple email exchange offers no guarantee of speed, archiving or validation. Once the contract is signed, Dokeos provides a login/pass to provide the Client with an access to the Assistance interaction area and the tasks description by the Client can start. It belongs to the Client to describe the tasks as accurately as possible to avoid waste of time.

Your support and assistance reminder

Project management : <http://projects.dokeos.com/>

LOGIN : yyyy

PASS : xxxx

Assistance telephone number : +32 2 669 69 55

All technical documentation is available on:

- <http://www.dokeos.com/documentation.php> and
- http://www.dokeos.com/wiki/index.php/Main_Page

Backup

Dokeos Professional includes a daily incremental backup of data + a 3 months recovery guarantee.

Burstable bandwidth

All Dokeos clients consume less than 20% of their available bandwidth. However, for legal reasons, Dokeos commits to provide the Client with all burstable bandwidth at no additional cost.