



Brussels, Dec. 1, 2008, draft 01

# Service Level Agreement

## Dokeos Professional

including Terms and conditions

**Software deployment solution**  
(=installation, hosting, security management, support,  
corrective and evolutive maintenance...)

**Dokeos Learning Management System**  
**Dokeos Oogie Rapid learning**

### **Between**

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

### **And**

The Client

Client coordinates

Named hereafter **The user**

### **It is stated that**

- The user wishes to get support, hosting and/or maintenance 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 annex 1 and named « the software ».

The 3d line **support** has three dimensions at DOKEOS :

- detecting and fixing bugs;
- releasing upgrades;
- uninstalling software.

as described in articles 4 to 6 of the present contract.

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

The **maintenance** has three dimensions :

1. upgrading the Dokeos software;
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.

The **technical assistance** has three dimensions:

1. **helping** the client on any technical topic required in a minimum delay of intervention of 24 hours;
2. **fixing** problems on client server if access is possible or provided by the client himself (when not hosted);
3. **documenting** the client on problems and software when required.



## **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. This means that if the contract is signed on October 1, 2008, it expires on October 1, 2009.

## **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 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 but then following the conditions defined at article 4 of the present contract.

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 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, web ticketing or by telephone.

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, Paris hour (=GMT+1).

Within a delay of 8 open hours, DOKEOS will confirm to the user 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 user.

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 in annex 1.



## 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.

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 sent by email (provided the client is able to transport login/passes through another means)
6. Passwords are not provided to third parties by Dokeos and Dokeos invites the client to a legal policy on the same topic
7. Backups are stored in a server that provides the same security settings than the hosting server
8. 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.
9. 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.
10. 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

Software support is provided under the conditions defined in Annex 1.

Support is invoiced every month.

All invoices are payable in a delay of 30 days.

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.

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

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

The user 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 in case of hosting

### 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 100% packet loss 99.9% of each calendar month.

Dokeos Professional 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 0,5% of the monthly fee 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 10 days 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.

## 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.

## 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 services and options are specified as part of individual **service** descriptions. 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 in case of hosting.

## 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.

(Related documents; Dokeos Terms and Conditions, Price Lists, **Service** descriptions, Security Practice and Procedures).

## 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 Belgian law.

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

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 the client

**Thomas De Praetere**



## Annex to SLA

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Article 1.1: DOKEOS provides support on the following softwares:

**Dokeos LMS Pro + Dokeos Oogie Rapid Learning :**

**Users number : YYYY**

**Period : XX-XX**

Article 1.2: Expiration date

**DD/MM/YY**

Article 1.3: A request for intervention can be addressed to Dokeos Support as described in 1.2 at the following time schedule and price:

**Telephone office hours + web support ticketing.**