

Campus Pack Subscription Agreement Addendum: CP Technical Support Guidelines

Learning Objects is committed to providing excellent technical support. These Campus Pack Technical Support Guidelines ("Guidelines") apply to the Services provided by Learning Objects under the Campus Pack Subscription Agreement (the "Agreement") between Learning Objects and you ("Subscriber").

1. Terms of Support

- 1.1. Subscriber Efforts to Fix Errors.** Prior to submitting a Request to Learning Objects, you shall use all reasonable efforts to fix any error, bug, malfunction, or network connectivity defect yourself. Thereafter, an Administrator may submit a written request (a "Request") for technical support through the Learning Objects support site accessible at www.learningobjects.com/support, by emailing support@learningobjects.com, or by phone. Learning Objects reserves the right to decline user support where the Documentation reasonably answers user inquiries.
- 1.2. Characterization of Requests.** Upon receiving a support Request, Learning Objects will determine, in its sole discretion, whether the Request is a "Service Unusable Request", a "Standard Support Request", or a "Feature Request" as defined below. Any such determination made by Learning Objects shall be final and binding on you.
- 1.3. Procedures for Acknowledgement and Resolution of Requests.** When making a Request, an Administrator shall provide requested diagnostic information including, but not limited to: (i) a description of the problem, the configuration, and your network; (ii) relevant data; and (iii) prompt answers and assistance to questions or other requests from Learning Objects Support Personnel.
- 1.4. Request Acknowledgement.** A response to a Request may consist of acknowledgement of receipt of the Request by Learning Objects without any resolution of the problem or condition described in the Request. You acknowledge and understand that the Services provided by Learning Objects may not be perfect or error-free and that, despite Learning Objects' commercially reasonable efforts, Learning Objects may be unable to resolve some or all Requests. Learning Objects makes no promises, guarantees or assurances of any kind that it will be able to resolve all of your Requests.
- 1.5. Feature Requests.** If a Request is deemed by Learning Objects to be a Feature Request, Learning Objects will log such Feature Request for consideration to include in a future update or release of the Service and

shall consider the matter closed. Learning Objects shall be under no obligation to respond to or resolve any Feature Request or to include any Feature Request in any future update or release.

2. Accessing Support

- 2.1. Support for Individual Users.** Your Individual Users are provided support solely through the Learning Objects community site (community.learningobjects.com), which is accessible via the help menus provided within the web interface to the Service. Subscriber is responsible for responding to any questions and complaints by Individual Users or other third parties relating to Subscriber or its Individual Users' use of the Services, with such support services to be provided at Subscriber's own expense.
- 2.2. Support for Administrators.** Administrators in the Services may open a support request either by sending email to support@learningobjects.com, by telephone during business hours, or by voice message outside of business hours.
- 2.3. Support Hours and Target Initial Response Times.** Learning Objects will accept inbound support requests from Administrators via email or voice message on a 24/7 basis. Standard Support Requests are responded to with a target initial response time of one business day during Business Hours only. Service Unusable Requests are responded to 24/7 with a target initial response time of one hour. If submitting a Service Unusable Request after business hours, you must leave a voice message AND send an email to support@learningobjects.com to trigger a return support response in the target response time of one hour.

3. General Provisions

- 3.1. Updates to Guidelines.** These Guidelines may be updated by Learning Objects, in its sole discretion, from time to time. Learning Objects will provide notification of the material changes to these Guidelines at least thirty (30) business days prior to the change taking effect. The current version of this document is maintained at www.learningobjects.com/legal. If you do not agree to the change, you must notify Learning Objects within 30 days after receiving notice of the change. If you notify Learning Objects as required, then you will remain governed by the terms and conditions in effect immediately prior to the change until the end of the then current term for the Services. If the Services are extended under a new term, the terms of Learning Objects' then current Guidelines will apply.
- 3.2. Scheduled Maintenance.** Learning Objects will perform Scheduled Maintenance on the Learning Objects Infrastructure, periodically. During

Scheduled Maintenance, all or a portion of the Services and/or the community site will be unavailable for use. Learning Objects will provide advance notice of Scheduled Maintenance through an alert message on the Services or by e-mail. More details on Scheduled Maintenance are provided in the Campus Pack SLA.

- 3.3. **Language.** The parties agree that all Requests support provided to or by Learning Objects pursuant to these Guidelines shall be in the English language.
- 3.4. **Term of Support.** The support services provided by Learning Objects pursuant to these Guidelines shall be limited to the term of the Agreement entered into by Subscriber and Learning Objects. Learning Objects shall have no obligation to provide any support services to Subscriber after the expiration or termination of the Agreement. Learning Objects reserves the right to deny support to any unpaid or free user of the Services.

4. Glossary of Definitions

For the purpose of these Guidelines, the following capitalized terms will have the following meanings. All other capitalized terms not defined herein shall have the meaning set forth in the Agreement.

- 4.1. **"Business Day"** means any day other than Saturday, Sunday or commonly recognized US or international holidays.
- 4.2. **"Hours of Operation"** are Monday through Friday, 8:00 AM to 6:00 PM, Eastern Time.
- 4.3. **"Learning Objects Technical Support Personnel"** means the Learning Objects representatives responsible for handling technical support requests.
- 4.4. **"Service Unusable Request"** is any Request reporting that more than ten percent of your users are unable to access or use the Services for a period of time greater than fifteen minutes, where all or a portion of the Services are hosted by Learning Objects.
- 4.5. **"Standard Support Request"** is any support request that does not report Service Unusable conditions and are not Feature Requests.
- 4.6. **"Feature Request"** means a Request that is unique to Subscriber and is not a Standard Support Request or Service Unusable condition (as determined in the sole discretion of Learning Objects) including, but not limited to, requests by an Administrator to incorporate a new feature or enhance an existing feature of the Services.

- 4.7. **"Request"** means a request from an Administrator (submitted according to these guidelines) to Learning Objects Technical Support Personnel for technical support to resolve a question or problem report regarding the Services.

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