Campus Pack Subscription Agreement Addendum:
CP Service Level Agreement

This CP Service Level Agreement ("SLA") is provided in conjunction with Learning Objects Campus Pack Subscription Agreement. The services specified in this SLA are provided in consideration of your compliance with the Campus Pack Subscription Agreement and subject to the Mitigating Factors in Section 11.

1.   Definitions

The following definitions shall apply to this SLA.

1.1.   **"Authorized Agents"** means third party vendors and independent contractors with which Learning Objects has contracted to assist Learning Objects in providing the Campus Pack Services.

1.2.   **"Available"** or **"Availability"** means the availability of the Learning Objects Campus Pack Services as set forth in Section 7.1.

1.3.   **"Core Hours"** means 8 AM – 6 PM (Eastern Standard Time) during Learning Objects Business Days.

1.4.   **"Domain Name(s)"** means the domain name(s) specified from time to time by Subscriber and/or Learning Objects for the Campus Pack Services if not accessed through the Learning Objects website.

1.5.   **"The General Internet"** means the Internet and connected user networks outside the immediate routing perimeters of the Learning Objects Infrastructure. The General Internet does not include the Learning Objects Network.

1.6.   **"General Internet Problems"** means any malfunction, service disruption, interruption, delay or other failure of some or all of the General Internet.

1.7.   "**Learning Objects Covered Services**" means the various aspects of Campus Pack that comprise the Campus Pack Services provided by Learning Objects to you under the applicable Campus Pack Subscription Agreement. This does not cover any integration or other software or components of the Campus Pack Services that run outside of Learning Objects direct control or that are not hosted on Learning Objects Infrastructure.

1.8.   **"Learning Objects Infrastructure"** means the Learning Objects network, servers, and software used to host the Campus Pack Services.

1.9. **"Learning Objects Network"** means the internal data center network employed by Learning Objects.

1.10. **"Non-Core Hours"** means all hours except Core Hours.

1.11. **"Problems Beyond Learning Objects' Control"** means events that are caused by circumstances that are outside Learning Objects' control. Circumstances outside Learning Objects' control include (a) User Network Problems; (b) General Internet Problems; (c) Non-Compliant User Activity; (d) acts or omissions of Subscriber; (e) the failure of Subscriber Customer Data; (f) the failure of non-standard equipment specifically requested by Subscriber, (g) failure of equipment or services located at Subscriber premises or outside Learning Objects Infrastructure; (h) Vicious Attacks; (i) Backup restorations pursuant to Section 4.2; or (j) other similar disruptions.

1.12. "**Planned Service Disruption**" means those periods of disruptions in the Availability of the Campus Pack Services that occurs as a result of scheduled maintenance to the Learning Objects Infrastructure.

1.13. **"Service Level Standards"** means the Campus Pack Services standards set out in Section 7.

1.14. **"Service Unavailability**.**"** Service shall be deemed to be Unavailable if (i) the Campus Pack Services are malfunctioning or inaccessible via the Learning Objects Network, and (ii) such failure to function or inaccessibility is not attributable to Permitted Downtime.

1.15. **"Vicious Attacks"** means hacks, denial of service attacks and/or malicious introduction of viruses, automatically executed code and/or disabling devices.

2. **Scope of Services**

2.1. **Control of the Learning Objects Infrastructure**. Learning Objects shall manage the Learning Objects Infrastructure to provide the Campus Pack Services. Learning Objects may, in its sole discretion (a) reengineer Learning Objects Infrastructure components and/or change locations where services are performed, as permitted by the laws of Subscriber's jurisdiction; (b) perform its obligations through its subsidiaries or affiliates, or through the use of selected Authorized Agents; and (c) modify and/or replace technology or service architectures relating to the Campus Pack Services.

2.2. **Learning Objects Infrastructure**. Learning Objects is responsible for the Learning Objects Network, Learning Objects Servers, and Learning Objects Software used to host the Learning Objects Covered Services.

3. **Capacity.** Your capacity on the Campus Pack Service is defined according the specific capacity parameters provided in your CP Order Form(s).

3.1. **Transfer Allotment.** The term **"Transfer Allotment"** means the amount of permitted data transfer by Subscriber per month.

3.1.1. Available Transfer Allotment. Subscriber's Max Transfer Allotment may be specified in Subscriber's CP Order Form at the time of purchase.

3.1.2. Transfer Allotment Caps and Throttling. Subscriber's Transfer Allotment shall not exceed Subscriber's Max Transfer Allotment. Learning Objects may, in Learning Objects sole discretion, allow reasonable overages for Subscriber's Max Transfer Allotment..

3.1.3. Transfer Allotment Allocation Reporting. Learning Objects will use software to record and track Subscriber's data transfer. Subscriber may access these data transfer reports via the Admin Portal link for Subscription Details and Usage Report.

3.1.4. Purchasing Additional Transfer Allotment. Subscriber may request an increase in Subscriber's Max Transfer Allotment by submitting a written request to Learning Objects. Any Additional Transfer Allotment provided by Learning Objects to Subscriber must be set forth in a mutually executed CP Order Form modifying Subscriber's then-current subscription parameters

3.1.5. System Stability. In the event that any page of Customer Data becomes highly popular to the extent that the number of viewers of that content is so great that it negatively impacts the stability or performance of the Service, Learning Objects reserves the right to take down or limit access to the content in question. In such event, Learning Objects will work with you and the content owner to find a mutually agreeable way of reposting the content as soon as possible, such as posting with a third-party content distribution network.

3.2. **User Enrollment.** Subscriber's User Enrollment guidelines and limitations may be set forth in Subscriber's CP Order Form at the time of purchase.

3.2.1. "Active Weekly Users" refers to the total number of unique logins per week.

3.2.2. "**Peak Concurrent Sessions**" refers to the percentage of your total number of Individual Users which may be logged in and actively use the Campus Pack Services at the same time.

3.2.3. "**Individual User Count**" refers to the total number of Individual User accounts that you may create in the Campus Pack Services.

3.2.4. "**Group Count**" refers to the total number of groups that you can create in the Campus Pack Services.

3.2.5. "**Group Size**" refers to the maximum number of enrollees or members permitted in any single group in the Services.

3.2.6. "**Enrollment Count**" refers to the total number of group enrollments are allowed in the Campus Pack Services.

3.3. Storage

3.3.1. Available Storage. Subscriber's "Max Data Storage" refers to the maximum amount of data storage space, measured in gigabytes, which can be used to store your Customer Data in the Service. You can configure how this space is allocated to your various types of Individual Users through the Admin Portal. Learning Objects may, in Learning Objects sole discretion, allow reasonable overages for Subscriber's Max Data Storage.

3.3.2. Purchasing Additional Storage. Subscriber may request an increase in Subscriber's Max Data Storage by submitting a written request to Learning Objects. Any Additional Storage provided by Learning Objects to Subscriber must be set forth in a mutually executed CP Order Form modifying Subscriber's then-current subscription parameters.

4. Backups.

4.1. Full Customer Data Backups. Learning Objects will provide backups to the Campus Pack Services and/or Subscriber Customer Data uploaded to Learning Objects Servers via the Campus Pack services using generally accepted backup procedures as follows: (i) an incremental backup will be conducted every day with data sent offsite; (ii) a full backup will be conducted every month. A copy of this backed up data will be maintained for four (4) weeks from date of backup.

4.2. Restoration From Backups.

4.2.1. Learning Objects-Initiated Restoration. Learning Objects may determine it is necessary or appropriate to restore some or all of the Campus Pack Services and/or Subscriber Customer Data from a backup. If the restoration will involve downtime, Learning Objects will make reasonable efforts to schedule the restoration during Non-Core Hours.

4.2.2. Requesting Restoration From Backups. Subscriber may request that Learning Objects restore some or all of the Campus Pack Services and/or Subscriber Customer Data from a backup. Learning Objects will accommodate reasonable Customer Requested Backups in Learning Objects sole discretion upon payment of Learning Objects then-current fee for such services.

4.2.3. Downtime To Restore. Restoring the Campus Pack Services and/or Subscriber Customer Data from a backup copy may require taking portions of the Campus Pack Services offline, and could result in downtime. Downtime associated with a restoration will be deemed Permitted Downtime if Subscriber requested the restoration under Section 4.2.1. or if the restoration was reasonably necessary to address a disruption in Availability caused in part by Problems Beyond Learning Objects' Control.

5. **Learning Objects-Performed Maintenance.** Learning Objects agrees to provide the following maintenance services for the Campus Pack Services:

5.1. **Managing storage devices.** Learning Objects will manage and maintain the storage devices in the Learning Objects Infrastructure that supply Subscriber's Max Storage.

5.2. **Installing Server patches and upgrades.** Learning Objects agrees to install Patches as necessary. An Approved Patch that causes Service Unavailability is a Problem Outside Learning Objects' Control.

5.3. **DNS hosting.** Learning Objects will list and maintain one Domain Name Server DNS record on the Learning Objects domain servers for Subscriber access to the Campus Pack Services. Subscriber may purchase additional DNS names and IP Addresses.

5.4. **Backups.** Learning Objects will backup Campus Pack Services and/or Subscriber Customer Data in accordance with Section 4.

5.5. **Firewalls.** Learning Objects agrees to provide and maintain a firewall for the Campus Pack Services and/or Subscriber Customer Data.

5.6. **Optional Learning Objects Maintenance Services.** Subscriber may purchase additional maintenance services from Learning Objects including domain registrations, ordering and maintaining Secure Socket Layer (SSL) certificates. Fees for Optional Learning Objects Maintenance Services are as specified in Subscriber's CP Order Form. Any Optional Learning Objects Maintenance Services provided by Learning Objects to Subscriber must be set forth in a mutually executed CP Order Form.

5.7. Redundancy. The Learning Objects Infrastructure includes redundancy for most major system components, or where appropriate, equipment supported by manufacturers providing Learning Objects with 24/7/365 service.

6.   Connectivity. Subscriber agrees to provide the high-speed Internet and telecommunications connections and supporting equipment required by Learning Objects to maintain connectivity between Subscriber's remote location(s) and the Campus Pack Services. Subscriber will bear the costs of such connections and supporting equipment. Learning Objects may assist Subscriber in procuring such connectivity in which case Subscriber may, at Learning Objects' discretion, be billed for such professional services.

7.   Standards/Service Level Guarantees.

7.1.   Availability of Campus Pack Services. The Campus Pack Services shall meet or exceed 99.9% Availability, as described below.

7.1.1. Availability Calculation. For the purposes of this section, Availability shall be calculated using the following formula:

$$\frac{\text{Actual Availability}}{[\text{Potential Availability}] - [\text{Permitted Downtime}]} = \text{Availability}$$

7.1.2. Actual Availability. Actual Availability is the total number of minutes during the month that the Campus Pack Services was available to Subscriber and Subscriber's Individual Users.

7.1.3. Potential Availability. Potential Availability is the total number of minutes during the month.

7.1.4. Permitted Downtime. Permitted Downtime includes Planned Service Disruptions and any disruptions in the availability of the Campus Pack Services caused by Problems Beyond Learning Objects' Control.

7.2.   Monitoring and Service Credits.

7.2.1. Monitoring. Learning Objects shall monitor the Campus Pack Services on a 7 x 24 x 365 basis. As a component of such monitoring, Learning Objects shall perform periodic monitoring of CPU, memory and disk space utilization, as well as periodic monitoring of selected ports, processes and services. This monitoring will not require Learning Objects to report any non-

operable environments that are outside the control of Learning Objects.

7.2.2. Service Credits. If Availability does not meet the above requirements, then Learning Objects will issue a credit to Subscriber in accordance with the following schedule. The aggregate maximum number of Service Credits that Learning Objects will issue applicable to any calendar month, as shown in the following schedule, will be twelve (12) days of Service and such Service Credits shall not exceed 144 days of Service per year. No minutes of Service Unavailability shall be carried over from month to month.

Service Level Failure	Performance	Credit (days of Service added to the end of the Service term at no charge)
Availability	< 99.9% - ≥ 99.0% Availability	3
	< 99.0% - ≥ 95.0% Availability	6
	< 95.0% Availability	12

7.2.3. Use of Service Credits. Subscriber must submit a written request for a Credit to Learning Objects within thirty (30) days following the month for which Subscriber is requesting a Credit. Learning Objects shall contact Subscriber within thirty (30) calendar days with its decision or to request additional information. Credits shall not be issued to Subscriber if, at the time that Service Unavailability occurs, Subscriber is in Payment Default. Service Credits shall be implemented in the following manner:

7.2.3.1.   In the event of renewal, Service Credits shall be applied as a discount against future renewals of the Agreement. Service Credits shall have no other monetary value and may not be exchanged for, or converted to, monetary amounts.

7.2.3.2.   In the event of non-renewal and/or termination, Service Credits shall be converted into a dollar value at the rate of $X/day of credit, where X is the calculated by dividing the Subscription Fees paid for the current term by the number of days in that term. (**"Monetized Service Credits"**). Monetized Service Credits shall be applied against any undisputed balances owed by Subscriber before a monetary credit is issued to Subscriber.

7.2.4. Effect of Provision of Credit. If Subscriber receives a Service Credit for an event of Service Unavailability, then Subscriber shall

be deemed to have received full compensation for effects of such Service Unavailability; the Credit structure set out in Section 7.2.2 shall otherwise be without prejudice to all rights and remedies of Subscriber.

7.3. Service Outages

7.3.1. Minimization of Planned Service Disruptions. Learning Objects will work to minimize the frequency and duration of any planned service disruptions or delays within reason, and when possible will schedule any disruptions at times which minimize impact on Subscriber's operations.

7.3.2. Notification of Planned Service Disruptions. Learning Objects will notify Admin Users at least 48 hours in advance of a Planned Service Disruption.

7.3.3. Unplanned Service Disruptions. Unplanned service disruptions ("Downtime") may occur from time to time. Learning Objects will use commercially reasonable efforts to attempt to prevent Downtime that could impact Subscriber's operations to the extent such factors are within Learning Objects' reasonable control; provided, Subscriber acknowledges that conditions of Subscriber's Individual Users may affect use of Subscriber Customer Data, for which Learning Objects shall have no liability or obligations (by way of example and not limitation, General Internet disruptions or third party software bugs), although Learning Objects will attempt to coordinate with Subscriber as reasonably requested to assist to correct the Downtime to the extent practicable.

7.4. Chronic Outages. If Learning Objects reasonably determines Subscriber experienced chronic outages, Learning Objects may, in its reasonable discretion, investigate the nature of any recurring problem. Subscriber may also request such investigation. Within ten (10) business days of the conclusion of Learning Objects' investigation, Learning Objects and Subscriber technical representatives will discuss the results of such investigation. If Learning Objects reasonably determines, and notifies Subscriber, that the Subscriber Customer Data requires modifications to prevent chronic outages, then Subscriber shall not be eligible for credits and may be subject to additional charges unless Subscriber implements such modifications. If Learning Objects reasonably determines that the Learning Objects Infrastructure is causing chronic outages, then Learning Objects will repair the Learning Objects Infrastructure at its sole expense.

8.   Security; Compliance

8.1. **Compliance with Learning Objects Security Policies.** Subscriber shall comply, and cause all parties with access to its systems to comply, with Learning Objects' security policies. Subscriber agrees to keep, and cause Subscriber's Individual Users to keep all passwords and system access information confidential in order to protect the integrity of the Campus Pack Services.

8.2. **Compliance with Applicable Laws.** Subscriber is solely responsible for its compliance with applicable federal, state and local laws, rules and regulations in the operation of its business, including, without limitation, its Customer Data. Subscriber shall implement and maintain adequate measures to comply with security and privacy requirements, including any Learning Objects-specific requirements that Learning Objects supplies in writing to Subscriber.

8.3. **Security of Hosting Service.** Learning Objects shall provide commercially reasonable physical security for the Learning Objects Infrastructure. In addition, Learning Objects shall provide commercially reasonable technical security protections to the Learning Objects Infrastructure, and security of Learning Objects' server builds, to include testing and deployment of security patches and fixes, where appropriate as defined in Section 5.

8.4. **Security Breach**. In the event of an attack or threatened or suspected breach of security against the Campus Pack Services or Learning Objects Infrastructure, Learning Objects reserves the right to immediately audit the relevant portions of the Learning Objects Infrastructure, including the Campus Pack Services and any Subscriber Customer Data hosted thereon. Learning Objects further reserves the right to take whatever reasonable steps that are necessary to halt such action, including taking down any portion of the Learning Objects Infrastructure offline, including the Campus Pack Services. Learning Objects will promptly contact the person designated by Subscriber on Subscriber's CP Order Form to discuss what measure to take. However, if time is critical, action may be required before the contact can be reached.

8.5. **Suspension of Hosting Services**. Learning Objects reserves the right to suspend or terminate the Hosting Services if Learning Objects, after reasonable investigation, concludes that the Learning Objects Infrastructure or Campus Pack Services was breached due in part to Subscriber or Subscriber's Individual Users, including the use of weak password schemes, commercially unreasonable coding or scripting practices, failure to adhere to reasonable security measures or the violation of the Learning Objects Terms and Conditions of Use.

9.   Changes to this SLA

This SLA may be updated by Learning Objects, in its sole discretion, from time to time. Learning Objects will provide notification of the material changes to the SLA 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 Service. If the Service is extended under a new term, the terms of Learning Objects' then current SLA will apply.

10.   Severability

If any provision of this SLA is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose, with all other provisions remaining in full force and effect.

11.   Mitigating Factors

This SLA does not apply to any failure to perform by Learning Objects caused by Problems Beyond Learning Objects' Control, as specified in Section 1.11.

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