



## Blackboard Ally - Service Level Commitment

Last Updated: January 3, 2019

### 1. Scope

The scope of Blackboard Ally's Service Level Commitment ("SLC") is the Blackboard Ally Learning Management System integration, Blackboard Ally institutional report, Blackboard Ally REST API (collectively, the "Service") and includes Blackboard Ally's Hosting Service and Technical Support. It does not include any portion of the public Internet or the customer's network and hardware.

### 2. Definitions

For the purpose of defining the meaning of key terms used in this SLC, the following definitions are provided.

- **Availability:** The ability to access the Service. If the Service fails for reasons other than user error, configuration, omission or public network issues or bugs originating in the Learning Management System in which Blackboard Ally integrates, then the system is deemed unavailable. Failure of Blackboard Ally to provide an Alternative Format or instructor feedback for an individual content item does not qualify as the Service being unavailable.
- **Infrastructure:** The network, including network software, hardware, operating system, and webserver tiers of the Service. The Blackboard Ally infrastructure is provided by Amazon Web Services (AWS).
- **Network:** Blackboard Ally's network starts and ends with the demarcation point at which Blackboard Ally's network traffic is handed off to Blackboard's upstream transit vendor. All public networks (Internet) and your internal networks are not included in the definition of Network for the purposes of this SLC.

## 3. Blackboard Ally Availability

1. Blackboard Ally monitors its production servers and connectivity to them through internal and external monitoring applications. Our staff will take the appropriate action to resolve known problems. Key staff has 24x7x365 remote access to the Blackboard Ally Infrastructure. As part of our SLC, we:
  - a. Provide 24x7x365 response and/or corrective action to Service outages affecting any part of the Blackboard Ally Infrastructure
  - b. Provide real-time server monitoring
  - c. Manage repair procedures to Blackboard Ally's Infrastructure
  - d. Prepare a "Root Cause Analysis" for all service interruptions relating to Blackboard Ally's Infrastructure
2. The Services will be available for a minimum of 99.9% on a calendar monthly basis ("Availability Service Level"), provided that a Service interruption during regularly scheduled maintenance shall not be deemed unavailability.
3. During maintenance periods the system may be unavailable. Maintenance periods are only used as required. Maintenance updates that require platform downtime will be communicated one week in advance to allow for proper coordination of customer updates and training.
4. Other planned Service interruptions will be communicated to clients at least two (2) business days in advance.
5. An unplanned Service interruption will be addressed with priority upon Blackboard becoming aware of the interruption.

Service credits for Blackboard's failure to meet the Availability Service Level of 99.9% per calendar month are as follows:

**Length of Unavailability (per calendar month)**

- 1 to 4 aggregate hours below 99.9% availability
- 4 to 48 aggregate hours below 99.9% availability
- 48 to 96 aggregate hours below 99.9% availability

**Blackboard Ally Service Credit**

- 1 day of Service fees  
(i.e., 1/30 monthly fees)
- 2 days of Service fees  
(i.e., 1/15 monthly fees)
- 5 day of Service fees  
(i.e., 1/6 monthly fees)

Each block of 96 hours below 99.9% availability thereafter will be credited 5 days of Service fees.

Service Credits will be the sole remedy for failure to meet the Availability Service Level set forth above. In order to receive Service Credit, the customer must notify Blackboard within seven (7) days from the time the customer becomes eligible to receive a Service Credit, which is the end of each calendar month. Failure to comply with this requirement will forfeit the customer's right to receive a Service Credit. In order to be eligible, the customer must be in compliance with the Agreement.

## 4. Technical Support

Blackboard Ally technical support is provided to the organization's primary technical contact(s).

### Tier 1 Technical Support

Tier 1 technical support is available 24x7x365. Tier 1 technical issues include:

- Software installation and configuration
- Product features and functionality

### Tier 2 Technical Support

Tier 2 support is available Monday through Friday, 8:00am – 5:00pm US Eastern Time. Tier 2 issues are generally those that are beyond the scope of Tier 1 and require further escalation and research.

## Technical Support Severities

- **Severity Code 1:** product is down and not functioning, the system is disabled or non-responsive. Blackboard Ally's production system is not operational or a substantial number of users are experiencing severe operational impact threatening business productivity. No alternative is available. For example, Ally Alternative Accessible Formats are unavailable for all content items.

- **Severity Code 2:** product is functioning but major components are unavailable or unusable. The application is running but you may be unable to use significant portions of the software. Alternate methods may be available however a feature is not working as designed.
- **Severity Code 3:** product is operating close to normal; however minor components are functioning abnormally. Severity Code 3 errors include non-critical software errors, errors may be fixed in future software releases.
- **Severity Code 4:** product is operating normally but you may be in need of instructional assistance or you are requesting functionality that is not currently included in the product.

## Technical Support Response Times

- Severity Code 1 issues will be responded to within two (2) hours when submitted during business hours.
- Severity Code 2 issues will be responded to within four (4) hours when submitted during business hours.
- Severity Code 3 issues will be responded to within one (1) business day.
- Severity Code 4 requests will be responded to within two (2) business days.

## 5. SLC Review and Escalation Process

Blackboard Ally reviews the SLC annually. Any Severity 1 issues that are not resolved adequately will be escalated to support management.