

BLACKBOARD® CLIENT SUPPORT SERVICES



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ALL SUPPORT SERVICES PROVIDED BY THE COMPANY ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE APPLICABLE SOFTWARE LICENSE AGREEMENT OR SUPPORT SERVICES AGREEMENT BETWEEN COMPANY AND THE APPLICABLE LICENSEE. THE SUPPORT SERVICES DESCRIPTIONS AND INFORMATION CONTAINED ON THIS WEBSITE ARE SUBJECT TO CHANGE AT THE COMPANY'S SOLE DISCRETION WITHOUT NOTICE.

A. SUPPORTED PRODUCTS

I. Supported Products

Blackboard Inc., together with its subsidiaries (the “Company”), currently makes Support Services available for certain of its products, based on the support category to which each version of the product has been assigned by the Company and subject to the terms of the applicable software license agreement between the Company and the applicable licensee (the “Agreement”). The Company products that are currently covered (individually, the “Product”; collectively, the “Products”) are as follows:

- ***Blackboard Academic Suite™***
- ***Blackboard Learning System™--Vista Enterprise License*** (formerly *WebCT Vista®*)
- ***Blackboard Learning System™--Enterprise License*** (formerly *Blackboard Learning System™*)
- ***Blackboard Learning System™--CE Enterprise License*** (formerly *WebCT Campus Edition™--Institution License*, plus *Blackboard PowerLinks™* (formerly the *WebCT PowerLinks™* Module), *Blackboard PowerSight™* (formerly the *WebCT PowerSight™* Module), 2-node Clustering and Enterprise Support)*
- ***Blackboard Learning System™--CE Enterprise Ltd. License*** (formerly *WebCT Campus Edition™--Institution License*, plus *Blackboard PowerLinks™*)*
- ***Blackboard Learning System™--Basic License*** (formerly *Blackboard Learning System™--Basic Edition*)
- ***Blackboard Learning System™--CE Basic License*** (formerly *WebCT Campus Edition™--Focus License*)
- ***Blackboard K-12 Starter Edition™***
- ***Blackboard Community System™***
- ***Blackboard Community System™--My Accounts Edition***
- ***Blackboard Content System™***
- ***Blackboard Outcomes System™***
- ***Blackboard Portfolio™ (formerly WebCT Portfolio™)***

*Includes any *WebCT®* Modules initially licensed prior to July 8, 2006.

Blackboard® Client Support shall provide Product Support only with respect to the then-current generally available version of the Product and the two (2) most recent previously issued updates of the Product. Each Product version may be assigned to either Full Support, Operational Support or No Longer Supported categories, as further described below.

- **Full Support (formerly Category A)**: Full Support includes product versions for which Blackboard offers a wide range of support options. For the two most recent issued product versions, Full Support includes an active maintenance schedule of Service Packs and Hotfixes and for the older product versions under Full Support, it includes workarounds developed on an as-needed basis.
- **Operational Support (formerly Category B)**: includes those product versions for which Blackboard offers a modified version of support. This category does not include an active maintenance schedule such as corrections, enhancements, bug fixes, Application Packs, Services Packs or other updates made generally available by Blackboard. All issues related to products in the Operational Support category, for which Blackboard does not have an available fix or workaround, will be examined on a case-by-case basis, and may require a separately priced Professional Services engagement. All client calls will be answered, operational assistance will be provided, and issues will be escalated to Product Development.
- **No Longer Supported (formerly Category C)**: includes those products that are no longer maintained by Blackboard. Clients are strongly encouraged to upgrade. Informational questions regarding product use will be answered by Client Support.

II. Support Classifications

The Company's Product versions are currently categorized as follows:

Full Support	General Availability Date	Anticipated Date of Reclassification to Operational Support	Anticipated Date of Reclassification to No Longer Supported
<i>Release 8 of:</i> <ul style="list-style-type: none"> • <i>Blackboard Academic Suite</i> • <i>Blackboard Learning System--Enterprise License</i> • <i>Blackboard Community System</i> • <i>Blackboard Community System--My Accounts Edition</i> • <i>Blackboard Content System</i> • <i>Blackboard Outcomes System</i> • <i>Blackboard Learning System--Basic License</i> 	Dec 2007	April 2010	April 2012
<i>Version 7.3 of:</i> <ul style="list-style-type: none"> • <i>Blackboard Academic Suite</i> • <i>Blackboard Learning System--Enterprise License</i> • <i>Blackboard Community System</i> • <i>Blackboard Community System--My Accounts Edition</i> • <i>Blackboard Content System</i> • <i>Blackboard Outcomes System</i> • <i>Blackboard Learning System--Basic License</i> 	Jul 2007	Oct 2009	Oct 2011
<i>Version 7.2 of:</i> <ul style="list-style-type: none"> • <i>Blackboard Academic Suite</i> • <i>Blackboard Learning System--Enterprise License</i> • <i>Blackboard Community System</i> • <i>Blackboard Community System--My Accounts Edition</i> • <i>Blackboard Content System</i> • <i>Blackboard Learning System--Basic License</i> 	Dec 2006	Apr 2009	Apr 2011
<i>Blackboard Outcomes System, Version 1.0</i>	Dec 2006	Apr 2009	Jan 2011
<i>Version 7.1 of:</i> <ul style="list-style-type: none"> • <i>Blackboard Academic Suite</i> • <i>Blackboard Learning System--Enterprise License</i> • <i>Blackboard Community System</i> • <i>Blackboard Community System--My Accounts Edition</i> • <i>Blackboard Content System</i> • <i>Blackboard Learning System--Basic License</i> 	Apr 2006	Oct 2008	Oct 2010
<i>Version 7.0 of:</i> <ul style="list-style-type: none"> • <i>Blackboard Academic Suite</i> • <i>Blackboard Learning System--Enterprise License</i> • <i>Blackboard Community System</i> • <i>Blackboard Community System--My Accounts Edition</i> • <i>Blackboard Content System</i> • <i>Blackboard Learning System--Basic License</i> 	Oct 2005	Oct 2008	Oct 2010
<i>Version 6.3 of:</i> <ul style="list-style-type: none"> • <i>Blackboard Academic Suite</i> • <i>Blackboard Learning System--Enterprise License</i> • <i>Blackboard Community System</i> • <i>Blackboard Community System--My Accounts Edition</i> • <i>Blackboard Content System</i> • <i>Blackboard Learning System--Basic License</i> 	Jun 2005	Oct 2008	Oct 2010
<i>Blackboard Content System, Release 2.3</i>	Jun 2005	Oct 2008	Oct 2010
<i>Blackboard K-12 Starter Edition</i>	(Based on current version in deployment)	(not applicable)	(not applicable)
<i>Blackboard Learning System--Vista Enterprise License</i>			

version 4.2 version 4.1 version 4.0 version 3.0	May 2007 Aug 2006 Jul 2005 Apr 2004	Oct 2009 Oct 2008 Oct 2008 Dec 2008	Oct 2011 Oct 2010 Oct 2010 Oct 2010
<i>Blackboard Learning System--CE Enterprise License*</i> version 6.2 version 6.1 version 6.0 version 4.2 version 4.1 version 4.0	May 2007 Aug 2006 Jul 2005 Mar 2006 Apr 2005 Apr 2003	Oct 2009 Oct 2008 Oct 2008 Oct 2009 Oct 2009 Oct 2009	Oct 2011 Oct 2010 Oct 2010 Oct 2011 Oct 2011 Oct 2011
<i>Blackboard Learning System--CE Enterprise Ltd. License*</i> version 6.2 version 6.1 version 6.0 version 4.2 version 4.1 version 4.0	May 2007 Aug 2006 Jul 2005 Mar 2006 Apr 2005 Apr 2003	Oct 2009 Oct 2008 Oct 2008 Oct 2009 Oct 2009 Oct 2009	Oct 2011 Oct 2010 Oct 2010 Oct 2011 Oct 2011 Oct 2011
<i>Blackboard Learning System--CE Basic License</i> version 6.2 version 6.1 version 6.0 version 4.2 version 4.1 version 4.0	May 2007 Aug 2006 Jul 2005 Mar 2006 Apr 2005 Apr 2003	Oct 2009 Oct 2008 Oct 2008 Oct 2009 Oct 2009 Oct 2009	Oct 2011 Oct 2010 Oct 2010 Oct 2011 Oct 2011 Oct 2011
<i>Blackboard Portfolio</i> for Vista 4.1 for CE 6.1 for Vista 4.0 for CE 6.0		Oct 2008 Oct 2008 Oct 2008 Oct 2008	Oct 2010 Oct 2010 Oct 2010 Oct 2010

Operational Support	General Availability Date	Anticipated Date of Reclassification to No Longer Supported
<i>Version 6.2 of</i> <ul style="list-style-type: none"> • <i>Blackboard Learning System</i> • <i>Blackboard Community System</i> 	Aug 2005	Oct 2008
<i>Version 6.1 of</i> <ul style="list-style-type: none"> • <i>Blackboard Learning System</i> • <i>Blackboard Community System</i> 	Apr 2005	Oct 2008
<i>Version 6.0 of</i> <ul style="list-style-type: none"> • <i>Blackboard Learning System</i> • <i>Blackboard Community System</i> 	Dec 2004	Oct 2008
<i>Blackboard Content System, version 2.0</i>	Aug 2005	Oct 2008
<i>Blackboard Content System, version 1.0</i>	Apr 2005	Oct 2008
<i>Version 3.8 of</i> <ul style="list-style-type: none"> • <i>Blackboard Learning System—CE Enterprise License</i> • <i>Blackboard Learning System—CE Enterprise Ltd License</i> • <i>Blackboard Learning System—CE Basic License</i> 	Jun 2002	Oct 2008

No Longer Supported	
All previous Product versions <i>Blackboard Learning System ML</i> , all versions	

*Includes any *WebCT* Modules initially licensed prior to July 8, 2006.

B. COMPANY SUPPORT SERVICES OPTIONS

The Company currently offers the following Support Services options for the Products, as further described below:

- I. Basic Support for System Administrators
- II. Enterprise Support for System Administrators (includes WebCT Premium Support initially purchased prior to July 8, 2006)
- III. 24/7 Student and Faculty Support Services

I. Basic Support for System Administrators

Basic Support is included with the following Products:

- *Blackboard Learning System–CE Enterprise Ltd. License*
- *Blackboard Learning System–Basic License*
- *Blackboard Learning System–CE Basic License*
- *Blackboard K-12 Starter Edition™*

Enterprise Support is available for these products at an additional fee. Please contact your Account Manager or Regional Sales Manager to learn more. If Premium or Enterprise Support has been purchased by a licensee for any of these Products, then Enterprise Support will apply to such Product for such licensee.

Basic Support includes:

- Telephone support – Licensee is eligible to receive support in English from the Company. The Company may make support available in other languages from time to time, subject to the language capabilities of its technical staff. Licensees may request to be assigned to a Technical Support Manager who speaks their language. Where possible, the Company will attempt to provide this service. Licensees accept that this may cause some delays while an available resource in their language is located, and thus may elect to have a faster response in English.
- Telephone based support is available Monday through Friday; 8 A.M. – 6 P.M., according to the local time of the geographical location in which the applicable licensee resides (“Local Time”), excluding applicable public holidays listed on our website at <http://library.blackboard.com/docs/support/supportolidays.htm>;

(Please note that the hours of coverage listed above may vary slightly for those licensees residing in a geographical location which transitions between standard and daylight savings time on other than the more universally observed transition dates. Other variations may occur where Local Time differs from the primary time zone for a given longitude or meridian.)

- Web-based Self Service, including the ability to submit and add notes to cases as well as access to documentation, release notes and knowledge resources.
- Case Communications Via Email – After a case has been created either via telephone or web-based self service, ongoing communication may take place via email, provided that the licensee does so by replying to emails coming from support@blackboard.com and does not alter the subject line.
- Support Team of Technical Support Managers (“TSMs”) – Your Support Team of 2-4 TSMs looks at support requests holistically and serves as an internal advocate for ensuring speedy resolution. TSMs are organized regionally to better serve your needs during your business hours.
- Licensee may designate up to two (2) of its personnel for purposes of receiving Support, and may designate substitute personnel by providing written notice to the Company (provided that not more than two (2) persons may be designated as support contacts at any given time). These designated personnel should be staff members who have access to the *Blackboard* administrator interface and has or can easily obtain ssh or VNC/Terminal Services access to the server on which the Product is installed.
- Updates and releases of the supported Product, on a when and if available basis, that Company makes generally available to its licensees.
- Reasonable efforts to respond to all support requests and to remedy any documented and reproducible errors and defects in the Product that are submitted via an approved means within the following targeted response and resolution times. For Basic Support, a business day is defined as Monday through Friday 8 A.M. – 6 P.M., Local Time, excluding applicable public holidays listed on our website at <http://library.blackboard.com/docs/support/supportolidays.htm>.
- Initial response time targets based on Support Case Severity Levels (as defined below)

- Severity 1 Issues (as defined below) - within two (2) hours when submitted during business hours
- Severity 2 Issues (as defined below) - within four (4) hours when submitted during business hours
- Severity 3 and Severity 4 Issues (as defined below) - within one (1) business day

All support requests are important. However, some requests take precedence over others. Support has created four categories for support requests. Requests for support will be handled in the order of severity code as follows:

Severity 1

Blackboard Production System is down. System is not functioning, system disabled or non-responsive

Severity Code 1 implies that your Blackboard Production Installation [Software] is down and not functioning. Some examples of Severity Code 1 Software errors are as follows: (i) Software is down and will not restart; (ii) Software is not able to communicate with external systems; and (iii) Software is generating a data corruption condition. Severity Code 1 may not be used for Test Environments.

When a Severity 1 issue is reported, the Company will assign resources to remedy the error; if access to the Product is required, we ask that you provide access to your system and other software for the duration of the error correction procedures.

Severity 2

Blackboard Product is functioning, but major components are unavailable/unusable.

Severity Code 2 implies that the Software is running but you may be unable to use major portions of the Software. Some examples of Severity Code 2 Software errors are as follows: (i) an intermittent, critical Software error, and (ii) a major functional component is unavailable.

When a Severity 2 issue is reported, the Company will assign resources to remedy the error; if access to the Product is required, we ask that you provide access to your system and other software for the duration of the error correction procedures.

Severity 3

Blackboard Product is operating close to normal; however minor components are functioning abnormally

Severity Code 3 implies that the Software is operating close to normal but there is a non-critical Software error. Severity Code 3 Software errors may be fixed in future software releases, including major releases, Application Packs, Services Packs or Hotfixes. Severity 1 and 2 Software errors will take priority over Severity 3 issues.

Severity 4

Product enhancement request or instructional assistance is needed

Severity Code 4 implies that the Software is operating normally but you may be in need of instructional assistance or you are requesting functionality that is not currently included in the Software. Severity Code 1, 2, and 3 Software errors will take priority over Severity Code 4 cases.

The time of logging of a request under Basic Support is the time the call or web-based self service request is recorded by the Company.

Web-based self-service and telephone are the only approved means for initial support request submission under Basic Support. The Basic Support staff is not responsible for responding to requests made via third parties or directly to Company support staff members, or by any means other than those described above.

- Subsequent to the response to the initial support request, Support to respond to requests within one (1) business day of:

- Case creation;
 - Email replies to support@blackboard.com emails concerning your case;
 - Notes added to cases via web-based self-service; or
 - Voicemails or messages left with licensee’s service reps.
- Support’s targeted resolution times are:
 - One (1) subsequent business day for issues with a solution that has been previously implemented and validated by the Company, provided that the solution has been previously resolved by Company within one (1) business day of its identification by the Company as a known issue (“Routine Issues”); and
 - Commercially reasonable efforts until resolution is reached for all non Routine Issues (“Complex Issues”)
 - Targeted resolution times are applicable for implementations operating in certified configurations.

Upgrades to *Blackboard Learning System—CE Enterprise Ltd. License, version 6*

Support for CE6 Upgrade

Customers licensing (a) *Blackboard Learning System--CE Enterprise Ltd. License* or (b) *Blackboard Learning System—CE Basic License* may upgrade to version 6 under Basic Support on a when and if available basis. Customers upgrading to *Blackboard Learning System—CE Enterprise License*, or who have purchased the Premium Support option may upgrade under Enterprise Support on a when and if available basis.

Migration License

Notwithstanding anything to the contrary contained in the applicable software license agreement (“Agreement”) and, except as otherwise expressly set forth in this section, subject to the terms and conditions of the Agreement, each licensee upgrading to *Blackboard Learning System--CE Enterprise Ltd. License*, version 6 from a prior release of such Product or the *Blackboard Learning System—CE Basic License*, as applicable, is hereby authorized to continue to use such prior release or Product for as long as such licensee holds a valid license to use *Blackboard Learning System--CE Enterprise Ltd. License*, version 6, subject to the following conditions:

- (i) If, at any time, the applicable licensee’s *Blackboard Learning System--CE Enterprise Ltd. License*, version 6 license is terminated or expires and is not renewed, the authorization granted to such licensee hereunder shall immediately and automatically terminate as of the effective date of the termination or expiration of such license;
- (ii) *Blackboard Learning System--CE Enterprise Ltd. License*, version 6 and the prior release of such Product or the *Blackboard Learning System—CE Basic License*, as applicable, is installed only on the number of production and test/back-up servers permitted by the Agreement;
- (iii) The prior release of *Blackboard Learning System--CE Enterprise Ltd. License* or *Blackboard Learning System—CE Basic License*, as applicable, is utilized only for the purpose of assisting licensee with its migration to *Blackboard Learning System--CE Enterprise Ltd. License*, version 6; and
- (iv) The licensee uses commercial best efforts to complete such migration as soon as commercially practicable.

If, following the delivery of a license key to a licensee for *Blackboard Learning System--CE Enterprise Ltd. License*, version 6, the authorization provided herein is subsequently removed from this support description or modified in any way by the Company, the specific authorization granted to such licensee hereunder shall survive such removal or modification.

Except as expressly set forth herein, all terms and conditions of the Agreement shall apply to such continued use of the prior release of *Blackboard Learning System--CE Enterprise Ltd. License* or *Blackboard Learning System—CE Basic License*, as applicable, as authorized hereunder.

Server Access:

To effectively resolve issues submitted, the Basic Support staff may require any of the following information:

- a) login information for Student or Designer/Faculty members experiencing problems;
- b) login information for *Blackboard* Administrator; and
- c) ssh or VNC/Terminal Services access to the *Blackboard* server.

The targeted response/resolution times described herein are subject to the Company's ability to obtain, when needed, server access via the means identified by the Company herein. Any request by a licensee for the use of alternative means of server access must be approved by the Company's support staff in advance. The Company shall use reasonable efforts to accommodate any reasonable request for the use of an alternative means of server access; however, in the case of such an accommodation, the service level agreement targets for initial response, status updates and resolution as set forth herein shall not apply with respect to the specific support request for which an alternative means of server access is used. Such is the case with VPN access.

Lack of server access or lack of server access in a manner supported by the Company as identified herein may cause delays in resolving support requests and may render the Company unable to resolve a support request. In such cases, licensees may wish to consider an on-site, separately priced professional services engagement.

The Company's commitment to providing timely, quality technical support is based upon having sufficient server access to resolve a support request.

As per the following Exclusions section, Basic Support shall not include support for any Product running in an unsupported configuration. In the event a licensee is running a Product in an unsupported configuration and reports a problem, the Company may, at its sole discretion, attempt to replicate the issue in-house at the Company on systems running in a Company-supported configuration. If the Company's support staff is able to replicate the problem on a supported configuration, the Company may elect to handle the support request in accordance with its standard support procedures. If the Company's support staff is unable to replicate a problem on a supported configuration, the Company shall refer such licensee to the Company's Professional Services department for a separately priced professional services engagement and recommend that such licensee move to a Company-supported configuration.

Exclusions:

The Basic Support described on this website shall apply only when the Product is installed locally at the applicable licensee's site or hosted by the Company on behalf of such licensee.

Basic Support coverage shall not include environmental-related support requests that involve the following areas:

- Server migration issues*
- Improper usage of the Product (i.e., database files removed from the Product, customization of the Product, prohibited usage, etc.)
- Improper installation and configuration of operating system components*
- Improper hardware configuration for size of deployment*
- Hardware (server) problems*
- Server operating system problems*
- Non-supported 3rd party tools used with Product (except those where a support partnership exists)
- Issues arising with Products hosted by a third party, unless agreed upon in writing in advance by the Company (where such permission has been granted, issues arising as a result of the third party which would not have occurred with a Company hosted instance of the Product are excluded)
- Issues arising on an unsupported configuration
- Issues known by Company not to be related to the Product application itself

*Separately priced professional consulting services are available – Contact a Company Account Representative to learn more.

II. Enterprise Support for System Administrators

Enterprise Support provides broader and deeper support coverage for institutions running in mission-critical and complex Enterprise environments. Enterprise Support is provided a 24/7/365 basis which provides customers with round-the-clock support services.

Enterprise Support also provides technical support for complex implementations of the Company's products and is highly recommended for installations which involve any of the following elements:

- Multiple servers
- Load balanced and/or clustered environments
- *Blackboard PowerLinks* or *Blackboard Building Blocks*[®]
- Authentication integration
- SIS integration
- *Blackboard PowerSight* or advanced reporting

Enterprise Support is included with the following Products:

- *Blackboard Academic Suite*
- *Blackboard Learning System--Vista Enterprise License*
- *Blackboard Learning System--Enterprise License*
- *Blackboard Learning System--CE Enterprise License**
- *Blackboard Community System*
- *Blackboard Community System--My Accounts Edition*
- *Blackboard Content System*
- *Blackboard Portfolio*
- *Blackboard Outcomes System*
- Enterprise Support Option for *Blackboard Learning System--CE Enterprise Ltd. License**
- Enterprise Support Option for *Blackboard Learning System--Basic License*
- Enterprise Support Option for *Blackboard Learning System--CE Basic License*

* Includes any *WebCT* Modules initially licensed prior to July 8, 2006.

Enterprise Support includes:

- Telephone support – Licensee is eligible to receive support in English from the Company. The Company may make support available in other languages from time to time, subject to the language capabilities of its technical staff. Licensees may request to be assigned to a Technical Support Manager who speaks their language. Where possible, the Company will attempt to provide this service. Licensees accept that this may cause some delays while an available resource in their language is located, and thus may elect to have a faster response in English.
- Telephone-based support is available twenty-four (24) hours a day, seven days (7) a week, three hundred and sixty-five (365) days a year.
- Web-based Self Service, including the ability to submit and add notes to cases as well as access to documentation, release notes and knowledge resources.
- Case Communications Via Email – After a case has been created either via telephone or web-based self service, ongoing communication may take place via email, provided the licensee does so by replying to emails coming from support@blackboard.com and does not alter the subject line.
- Dedicated Technical Support Manager (“TSM”) or team of Technical Support Managers (“TSMs”) – Your Dedicated TSM or Support Team of 2-4 TSMs looks at support requests holistically and serves as an internal advocate for ensuring speedy resolution. TSMs are organized regionally to provide you with support during your business hours.

- Licensee may designate up to two (2) of its personnel for purposes of receiving Support, and may designate substitute personnel by providing written notice to the Company (provided that not more than two (2) persons may be designated as support contacts at any given time). These designated personnel should be staff members who have access to the *Blackboard* administrator interface and has or can easily obtain ssh or VNC/Terminal Services access to the server on which the Product is installed.
- Updates and releases of the supported Product, on a when and if available basis, that the Company makes generally available to its licensees.
- Reasonable efforts to respond to all support requests and to remedy any documented and reproducible errors and defects in the Product that are submitted via an approved means within the following targeted response and resolution times.
- Initial response time targets based on Support Case Severity Levels (as defined below):
 - Severity 1 Issues (as defined below) - within one (1) hour
 - Severity 2 Issues (as defined below) - within four (4) hours
 - Severity 3 and Severity 4 Issues (as defined below) - within one (1) business day

All support requests are important. However, some requests take precedence over others. Support has created four categories for support requests. Requests for support will be handled in the order of severity code as follows:

Severity 1

Blackboard Production System is down. System is not functioning, system disabled or non-responsive

Severity Code 1 implies that your Blackboard Production Installation [Software] is down and not functioning. Some examples of Severity Code 1 Software errors are as follows: (i) Software is down and will not restart; (ii) Software is not able to communicate with external systems; and (iii) Software is generating a data corruption condition. Severity Code 1 may not be used for Test Environments.

When a Severity 1 issue is reported, the Company will assign resources to remedy the error; if access to the Product is required, we ask that you provide access to your system and other software for the duration of the error correction procedures.

Severity 2

Blackboard Product is functioning, but major components are unavailable/unusable.

Severity Code 2 implies that the Software is running but you may be unable to use major portions of the Software. Some examples of Severity Code 2 Software errors are as follows: (i) an intermittent, critical Software error, and (ii) a major functional component is unavailable.

When a Severity 2 issue is reported, the Company will assign resources to remedy the error; if access to the Product is required, we ask that you provide access to your system and other software for the duration of the error correction procedures.

Severity 3

Blackboard Product is operating close to normal; however minor components are functioning abnormally

Severity Code 3 implies that the Software is operating close to normal but there is a non-critical Software error. Severity Code 3 Software errors may be fixed in future software releases, including major releases, Application Packs, Services Packs or Hotfixes. Severity 1 and 2 Software errors will take priority over Severity 3 issues.

Severity 4

Product enhancement request or instructional assistance is needed

Severity Code 4 implies that the Software is operating normally but you may be in need of instructional assistance or you are requesting functionality that is not currently included in the Software. Severity Code 1, 2, and 3 Software errors will take priority over Severity Code 4 cases.

The time of logging of a request under Enterprise Support is the time the call or web-based self-service request is recorded by the Company.

Web-based self-service and telephone are the only approved means for initial support request submission under Enterprise Support. The Enterprise Support staff is not responsible for responding to requests made via third parties or directly to the Company support staff members, or by any means other than those described above.

- Support to respond to requests within one (1) business day of:
 - Case creation;
 - Email replies to support@blackboard.com emails concerning your case;
 - Notes added to cases via web-based self-service; or
 - Voicemails or messages left with licensee's service reps.

- Support's targeted resolution times are:
 - One (1) subsequent business day for issues with a solution that has been previously implemented and validated by the Company, provided that the solution has been previously resolved by Company within one (1) business day of its identification by the Company as a known issue ("Routine Issues"); and
 - Commercially reasonable efforts until resolution has been reached for all non-Routine Issues ("Complex Issues").
 - Targeted resolution times are applicable for implementations operating in certified configurations.

Upgrades to *Blackboard Learning System—CE Enterprise License, version 6*

Support for CE6 Upgrade

Customers licensing (a) *Blackboard Learning System--CE Enterprise Ltd. License* or (b) *Blackboard Learning System—CE Basic License* may upgrade to *Blackboard Learning System--CE Enterprise License, version 6* under Enterprise Support on a when and if available basis.

Migration License

Notwithstanding anything to the contrary contained in the Agreement and, except as otherwise expressly set forth in this section, subject to the terms and conditions of the Agreement, each licensee upgrading to *Blackboard Learning System--CE Enterprise License, version 6* from a *Blackboard Learning System—CE Enterprise Ltd. License* and *Blackboard Learning System--CE Basic License*, as applicable, is hereby authorized to continue to use such Product for as long as such licensee holds a valid license to use *Blackboard Learning System--CE Enterprise License*, subject to the following conditions:

- (i) If, at any time, the applicable licensee's *Blackboard Learning System--CE Enterprise License* is terminated or expires and is not renewed, the authorization granted to such licensee hereunder shall immediately and automatically terminate as of the effective date of the termination or expiration of such license;
- (ii) *Blackboard Learning System—CE Enterprise Ltd. License* and *Blackboard Learning System--CE Basic License*, as applicable, is installed only on the number of production and test/back-up servers permitted by the Agreement;
- (iii) The *Blackboard Learning System—CE Enterprise Ltd. License* and *Blackboard Learning System--CE Basic License*, as applicable, is utilized only for the purpose of assisting licensee with its migration to *Blackboard Learning System--CE Enterprise License, version 6*; and
- (iv) The licensee uses commercial best efforts to complete such migration as soon as commercially practicable.

If, following the delivery of a license key to a licensee for the *Blackboard Learning System--CE Enterprise License*, version 6, the authorization provided herein is subsequently removed from this support description or modified in any way by the Company, the specific authorization granted to such licensee hereunder shall survive such removal or modification.

Except as expressly set forth herein, all terms and conditions of the Agreement shall apply to such continued use of the prior release of *Blackboard Learning System--CE Enterprise Ltd. License* and *Blackboard Learning System--CE Basic License*, as applicable.

Server Access:

To effectively resolve issues submitted, the Enterprise Support staff may require any of the following information:

- a) login information for Student or Designer/Faculty members experiencing problems;
- b) login information for *Blackboard* Administrator; and
- c) ssh or VNC/Terminal Services access to the *Blackboard* server.

The targeted response/resolution times described herein are subject to the Company's ability to obtain, when needed, server access via the means identified by the Company herein. Any request by a licensee for the use of alternative means of server access must be approved by the Company's support staff in advance. The Company shall use reasonable efforts to accommodate any reasonable request for the use of an alternative means of server access; however, in the case of such an accommodation, the service level agreement targets for initial response, status updates and resolution as set forth herein shall not apply with respect to the specific support request for which an alternative means of server access is used. Such is the case with VPN access.

Lack of server access or lack of server access in a manner supported by the Company as identified herein may cause delays in resolving support requests and may render the Company unable to resolve a support request. In such cases, licensees may wish to consider an on-site, separately priced professional services engagement.

The Company's commitment to providing timely, quality technical support is based upon having sufficient server access to resolve a support request.

As per the following Exclusions section, Enterprise Support shall not include support for any Product running in an unsupported configuration. In the event a licensee is running a Product in an unsupported configuration and reports a problem, the Company may, at its sole discretion, attempt to replicate the issue in-house at the Company on systems running in a Company-supported configuration. If the Company's support staff is able to replicate the problem on a supported configuration, the Company may elect to handle the support request in accordance with its standard support procedures. If the Company's support staff is unable to replicate a problem on a supported configuration, the Company shall refer such Licensee to the Company's Professional Services department for a separately priced professional services engagement and recommend that such licensee move to a Company-supported configuration.

Exclusions:

The Enterprise Support described herein shall apply only when the Product is installed locally at the applicable licensee's site or hosted by the Company on behalf of such licensee.

Enterprise Support coverage shall not include environmental-related support requests that involve the following areas:

- Server migration issues*
- Improper usage of the Product (i.e., database files removed from the Product, customization of the Product, prohibited usage, etc.)
- Improper installation and configuration of operating system components*

- Improper hardware configuration for size of deployment*
- Hardware (server) problems*
- Server operating system problems*
- Non-supported 3rd party tools used with Product (except those where a support partnership exists)
- Issues arising with Products hosted by a third party, unless agreed upon in writing in advance by the Company (where such permission has been granted, issues arising as a result of the third party which would not have occurred with a Company hosted instance of the Product are excluded)
- Issues arising on an unsupported configuration
- Issues known by Company not to be related to the Product application itself

*Separately priced professional consulting services are available – Contact a Company Account Representative to learn more.

III. 24/7 Student and Faculty Support Services

Blackboard managed contact center solutions are designed to provide the Customer with a comprehensive multi-channel contact center to support ongoing academic and administrative technology initiatives. In addition to providing 24/7 help-desk support for students and instructors, the Customer will have access to a privately branded and managed support portal, including knowledge base, animated tutorials and related support resources and knowledge base. In addition, Customer will have a dedicated account manager and receive detailed monthly reports, providing important metrics and diagnostics that will allow Customer to fine-tune its e-learning offerings over time. Support for the following applications is included:

24/7 Student and Faculty Support Services are available for all products and all related application subsystems

All of the solutions outlined herein will be privately branded for customer – including dedicated phone line, voice scripting and knowledge base support solutions.

Blackboard Managed Contact Center Solution for Customer will include:

Support Portal and Knowledge Base:

Offering a fully hosted, web-based knowledge base designed to encourage self-service and empower users to maximize the value of their Blackboard teaching and learning environment.

- The Blackboard Knowledge Base allows for customized branding and integrates within and throughout the Blackboard system
 - Link directly to the Blackboard Knowledge Base from the login page, or directly from a course by clicking on the “help” icon
- The Blackboard knowledge base is searchable, customizable, and fully managed by a dedicated Blackboard account manager
- Includes knowledge base articles, tip sheets, and animated tutorials

Toll Free Phone-based Support:

- The operation will be fully staffed and available for both campus-based and distance learners 24/7/365.
- Customized Branding - Privately Branded scripting and messaging will provide a seamless experience for users and administrators
- Strict Service Level Management Approach
- Detailed monthly reports providing number and type of service requests, as well as depth of usage within each of the application subsystems (i.e., gradebook, assessments, virtual classroom)
- Based on type and nature of inbound calls, Blackboard will make recommended approaches for managing the Customer Knowledge Base

Methods of Accessing Support:

This support package will include knowledge base and phone-based support for all named students and faculty members.

Support Availability:

Support will be available to faculty and students 24/7/365.

Monthly Reporting:

Included in the support package are monthly reports outlining all incidents received during the period categorized by severity and affected application area. This information will be useful in adjusting certain program aspects to reduce the number of end-user problems in future months.

Scope:

24/7 Student and Faculty Support Services are limited to help desk support for faculty and students for covered Products.