

PLATO Web Network Service Level Agreement Between PLATO Learning, Inc. and The Client

Service Definition

PLATO Learning, Inc. (hereinafter referred to as PLATO Learning) offers the most comprehensive electronic education solutions to improve test scores, align instruction to standards, enhance teachers' capacity to manage classroom instruction, and meet diverse learner needs. The goal of this Service Level Agreement (SLA) is to enable PLATO Learning's Client(s) (hereinafter referred to as Client or Clients) to realize the maximum benefits from their investment in PLATO Learning's web-hosted products and for PLATO Learning to provide its Clients with the support they expect. **Please review this Service Level Agreement carefully noting PLATO Learning's commitments and your responsibilities.**

The PLATO web-hosted products provide the Client with a secure hosting environment, fully managed server hardware, and appropriate web server and database software for the contracted products. Given the nature of the Internet, however, this service also assumes that Clients secure and maintain the adequate infrastructure and connectivity, and share in the responsibility for an overall positive learner experience.

PLATO Learning Responsibilities

PLATO Learning is responsible for providing:

- Management of the hosting infrastructure including the power systems, cooling systems, physical space, and locked data cabinets.
- Management of the physical security of the hosting center.
- 24x7x365 monitoring of data center and the Internet connection to web-hosted server platforms including troubleshooting and resolution.
- Management of system outages by engaging technical resources to determine the root cause of the problem and to fix the problem.
- Posted notification on <http://platosupport.plato.com> can be accessed via the login page of that site as well as the PLATO Web product sites. This notice will be posted within 30 minutes of any system outage that is not resolved within 15 minutes and will apply to any outages between 7 a.m. and 6 p.m. CST Monday through Friday. Notice of outages outside this timeframe will be made by 7:30 a.m. CST and by 7:30 a.m. CST Monday morning should the outage occur on a weekend.
- Technical support of PLATO Learning infrastructure and network services through the PLATO Support Hotline.
- Tape backup of web-hosted server's disk storage onto a centralized tape backup system. Backups are performed on a weekly (full) and nightly (incremental) basis, with weekly tape rotation and off-site storage provided through an accredited vendor. Backup tapes are maintained for a maximum of 30 days after rotation.
- All system updates, fixes, and courseware enhancements.

- Technical engineers to provide consultation services for an additional fee.

Client Responsibilities

The Client is responsible for providing:

- Designated technical contact phone and email information to PLATO Learning.
- Hardware and software, including supported versions of any required plug-ins and browsers, on all Client's workstations that meet the PLATO requirements as posted on <http://platosupport.plato.com>. These requirements may be modified periodically. The customer is responsible for checking the PLATO Support website for any updates that might affect their hardware.
- Sufficient connectivity to the Internet to support the desired number of simultaneous users using specifications outlined on <http://platosupport.plato.com>.
- Network infrastructure that supports sufficient **available** bandwidth to support the desired number of simultaneous users, using specifications outlined on <http://platosupport.plato.com>
- Ongoing management and support of Client's infrastructure, including applications and content. This includes training personnel to appropriately manage the PLATO Learning software.
- Sole and exclusive ownership of its data ("Client data") including United States and foreign intellectual property rights in such data. PLATO Learning will not make any intellectual property ownership claim to any of the Client data. PLATO Learning will make no changes to the text of any Client data, without the prior written approval of the Client. The Client hereby grants PLATO Learning a non-transferable, non-exclusive license to use, execute, and copy (for backup or fail-over purposes only) the Client data for the sole purpose of using the Client data at the hosting site in accordance with this agreement.

The Client's failure to comply with this SLA could impact performance and data integrity, and could result in PLATO Learning taking corrective actions that may result in additional charges to the Client.

Client Support

PLATO Learning Support Services is available to respond to technical issues that arise while using the PLATO Web products.

Clients may contact PLATO Learning Support Services in the following ways:

- Phone: 800-869-2200 (Monday-Friday, 7 a.m. to 6 p.m. CST)

When calling to speak to a representative, the Client's ten-digit PLATO ID and PLATO web product account login information will be required to allow support staff to effectively work with the Client

Should it be necessary to leave a voicemail, the Client must provide their PLATO ID, PLATO web product account number, a brief description of the problem, and a suggested timeframe when someone will be available to receive a return call from a PLATO Learning representative. With respect to voicemails, PLATO Learning's goal is to return all calls within 24 hours of receipt of the message. Periodic fluctuations in voicemail volume, however, may result in a response time greater than 24 hours.

- Email: <http://platosupport.plato.com/SupportRequest.asp> or platosupport@plato.com or platoweb@plato.com

Because details are important in diagnosing a technical issue via email, we recommend using PLATO Learning's Support Request form, located at <http://platosupport.plato.com/SupportRequest.asp>.

The goal is to respond to technical emails within 24 hours of receiving them, Monday through Friday. PLATO Learning will respond to emails received on the weekend on the following Monday. Periodic fluctuations in email volume may result in a response time greater than 24 hours.

- Website: <http://platosupport.plato.com/>

Information on the Support website is available 24-hours a day, 7 days a week. Here Clients will find additional technical support resources including:

- Product system requirements and configuration documentation
- Product FAQ's
- A product knowledgebase of searchable information
- Technical Support Links to non-PLATO hardware and software vendors

All Client-related issues that come into PLATO Learning Support Services via phone, email, or voicemail result in the creation of a call incident and call incident number, and are assigned to individual Technical Support staff for timely and efficient follow-up.

Client Access

Clients will not be provided remote access or physical access to the servers in order to maintain the security required by all PLATO Learning Clients.

In the event of contract termination, further Client access will be restricted. In the event of a new contract being initiated within 30 days, data may be restored at a billable rate of \$175/hour. Data not claimed 30 business days following contract termination will be considered abandoned.

Service Level Agreements

PLATO Learning's web-hosted services will be available to clients 99% of the total time available monthly. The 99% availability does not include notified scheduled downtime during standard maintenance windows as posted on the PLATO web products.

Availability refers only to the data centers PLATO Learning manages. This does not relate to general Internet outages or availability at the Client's site. Clients must adhere to PLATO Learning's minimum specifications for optimum connectivity as posted on <http://platosupport.plato.com>.

Implementation and Technical Services

PLATO Learning Client Service Managers (CSM) and/or Educational Consultants (EC) are available to work with Clients during the initial implementation phase on a fee paid basis. The CSM or EC will contact the Client's point of contact to confirm the details of the order and review the details pertaining to accessing the PLATO web product. The CSM or EC will act as a liaison with the Client until the implementation of the PLATO web product is complete at the Client site.

PLATO Learning can also provide onsite as well as consultative technical services on a fee paid basis to help analyze and troubleshoot customer hardware and software systems.

Special Conditions

If information provided to PLATO Learning from the Client is incorrect, or if PLATO Learning discovers new information that causes PLATO Learning to incur unforeseen costs, PLATO Learning reserves the right to recover incremental costs. PLATO Learning will notify the Client in advance in this situation.