Perpetual AICC HTML5 Licensing Service Level Agreement

Introduction

Perpetual AICC HTML5 Licensing clients include any client who licenses HTML5 SafetySkills content or custom content via AICC on a Perpetual basis.

This document briefly describes the services and standards provided by SafetySkills for all Perpetual AICC HTML5 Licensing clients.

This Agreement is intended to guarantee that Perpetual AICC HTML5 Licensing clients receive an acceptable level of response to their needs.

This level of support will be provided for Perpetual AICC HTML5 Licensing clients for all standard configurations and other nonstandard configurations where support for such configurations have been negotiated between {__CLIENT NAME__} and SafetySkills.

In the event of a conflict between the terms of this Agreement, any exhibits and any license agreements, the order of precedence (with the first being the controlling) shall be as follows: (i) the license agreements, (ii) the exhibits and (iii) this Agreement.

Service Availability Guarantee Scope

SafetySkills guarantees that it will maintain a 99.9% up time, excluding Scheduled Maintenance, for facilities and Internet connectivity as follows: in the event that {__CLIENT NAME__} is unable to access training via the Internet as a result of disruptions to either the Cloud Service or the Database (a “Covered Outage”), SafetySkills will credit {__CLIENT NAME__}’s account as follows:

<table>
<thead>
<tr>
<th>Monthly Uptime Percentage</th>
<th>Monthly Percentage Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; 99.9%</td>
<td>10%</td>
</tr>
<tr>
<td>&lt; 99%</td>
<td>15%</td>
</tr>
<tr>
<td>&lt; 95%</td>
<td>25%</td>
</tr>
</tbody>
</table>

General Availability of SafetySkills

“Availability” is defined as the system’s ability to serve responses to web requests. This excludes issues with end-user computer/network configurations. The SafetySkills network will be deemed to be available if it provides end-user response time of no greater than three seconds for any file request excluding exporting and importing functions. Exporting and importing function response times vary depending on requested content/file size.

Exceptions to the Credit Process:

Credit will not be issued due to failures that are:

- {__CLIENT NAME__} initiated actions
- A denial of service attack or distributed denial of service attack (DDoS attack)
- The acts or omissions of {__CLIENT NAME__}, its employees, agents, third Party contractors or vendors, or anyone gaining access to SafetySkills at the request of {__CLIENT NAME__}
- DNS/internet/network issues outside the direct control of SafetySkills

SafetySkills 2018 Revised 03012018
• The total credit amount available to customer in a particular month under this SLA shall be limited to the maximum of customer's base fee for such month.

SafetySkills Course Update Categories

1. **Regulation Update without Launch Path Change:**
   - Update performed to a course due to a regulation change.

2. **Refresh Update without Launch Path Change:**
   - Update performed to a course for the purpose of refreshing and revitalizing content. This may or may not occur in conjunction with a regulation update.

3. **Update with Launch Path Change:**
   - Update performed to a course for not only the purpose of refreshing and revitalizing content, but also for significant functionality improvements and/or interface changes. This may or may not occur in conjunction with a regulation update.

SafetySkills Course Update Policy

1. **Regulation Update without Launch Path Change:**
   a. As soon as the update is published, {__CLIENT NAME__} will automatically receive the new title.
   b. The new title will replace the existing title.
   c. Any user who previously completed the course will not be automatically assigned the new version. Depending on the learning management system (“LMS”), the new title may or may not be able to be assigned to users who had completed the previous version by the administration team at {__CLIENT NAME__}.
   d. Any user with an incomplete or not attempted assignment for the updated title will receive the updated content.
   e. Any bookmarks in courses from users who are currently in the middle of the course may or may not be removed.
   f. A notice on the knowledgebase, SafetySkills’ LMS or notice via other communication means will be made available to clients from SafetySkills notifying of the update and any additional impact the update may have.

2. **Refresh Update Without Launch Path Change:**
   a. As soon as the update is published, {__CLIENT NAME__} will automatically receive the new title.
   b. The new title will replace the existing title.
   c. Any user who previously completed the course will not be automatically assigned the new version. Depending on the LMS, the new title may or may not be able to be assigned to users who had completed the previous version by the administration team at {__CLIENT NAME__}.
   d. Any user with an incomplete or not attempted assignment for the updated title will receive the updated content.
   e. Any bookmarks in courses from users who are currently in the middle of the course may or may not be removed.
   f. A notice on the knowledgebase, SafetySkills’ LMS or notice via other communication means will be made available to clients from SafetySkills notifying of the update and any additional impact the update may have.
3. **Update with Launch Path Change:**
   a. **CLIENT NAME** will maintain their current version of the course.
   b. **CLIENT NAME** will have the option to upgrade to the updated version of the course for a fee.

**Custom Course and/or SafetySkills Course Augmentation Update Policy:**

Any content that **CLIENT NAME** engages SafetySkills to create or augment will remain as-is and will not be included in any standard course updates that SafetySkills provides.

If **CLIENT NAME** augments a SafetySkills title, the augmented version is no longer considered a SafetySkills title and must be kept up-to-date by **CLIENT NAME**. Should any updates be required, **CLIENT NAME** can contact their SafetySkills account executive to have a new augmentation project scoped and set up.

Once updates are performed, they may fall into the policy associated with “Refresh Update Without Launch Path Change” or “Refresh Update with Launch Path Change”.

**Client Initiated Changes**

**CLIENT NAME** may not swap/exchange titles.

Should **CLIENT NAME** change LMS provider, **CLIENT NAME** may utilize the existing AICC packages they have on the new LMS without any changes needed from SafetySkills. If the new LMS does not accept HTML5 AICC content, additional fees may apply for testing/redelivery in a new format.

**Billing**

**CLIENT NAME** will be charged an annual hosting fee to SafetySkills. Should this fee ever be past due, SafetySkills reserves the right to shut off support for the perpetual AICC HTML5 licenses and send local SCORM-1.2 or SCORM 2004 packages in its place.

**Support**

SafetySkills shall maintain a help desk and a robust knowledgebase. The help desk will be the primary point of contact for all queries. Subject to scheduled maintenance, the help desk will be accessible by phone or email during normal business hours and, subject to scheduled maintenance, the knowledgebase will be accessible 24 hours a day, 7 days a week, 365 days a year.