

**Service Attachment for SaaS Number 1
under
Master Cloud Service Agreement (“MCSA”) Number MCSA0089**

This Service Attachment (the “Service Attachment”) is between eThink Education LLC, a Delaware limited liability company (“Contractor”), having an office at 1402 William St; Baltimore, MD 21230, and the State of Ohio, through the Department of Administrative Services (“State”), having its principal place of business at 30 East Broad Street, 40th Floor, Columbus, OH 43215. The State and the Contractor are sometimes referred to jointly as the “Parties” or individually as a “Party”. This Service Attachment is effective as of the date signed by the State. It amends that certain Master Cloud Services Agreement (“MCSA”) between the Parties dated 11/23/2020.

1. Definitions.

The defined terms in the MCSA will have the same meanings in this Service Attachment as they do in the MCSA. There may be additional definitions contained herein.

- 1.1 “Application”** shall mean the software application or applications, individually and/or severally operating on Applications Servers.
- 1.2 “Application Server”** shall mean servers owned, leased or otherwise controlled by Contractor.
- 1.3 “Application Update”** shall mean any version of the Application, developed subsequent to the Effective Date, which implements minor improvements or augmentations, which corrects failures of the Application and/or which implements additional features or functions.
- 1.4 “Marks”** means logos, trademarks, service names, trade names, or domain names to be provided by one party to the other in accordance with this MCSA.
- 1.5 “End User”** shall mean any individual with authorization from the State who accesses, connects to, logs onto or otherwise uses the Application, whether by means of (i) an online connection through the Internet; (ii) direct telecommunications connection to the Application Server; or (iii) any other form of connection to the Application Server, such as through use of an intranet.
- 1.6 “Client Content”** means the materials provided by or created by or on behalf of the State (such as the Client Marks, an HTML template for the “look and feel” of the files, data, and formulae) and incorporated into the Application (such as individual faculty course content).
- 1.7 “Provider Technology”** shall mean the Application, Application Server, Contractor Mark and Application Updates and related intellectual property rights.

2. Services.

2.1 Application License. Subject to the terms and conditions contained in this MCSA, Contractor hereby grants to State, and State hereby accepts, a worldwide, non-exclusive, non-transferable right and license to access, for its business use only, the Application through its interface during the Term, solely through the Application Server and solely for the provision of the Application to End Users.

2.2 Hosting of the Application. Contractor shall, at its own expense, provide for the installation of the Application on one or more Application Servers. Contractor shall bear sole responsibility for the operation and maintenance of the Application Server hardware, its operating system and/or its platform software, and any third-party application software associated with, or necessary for, the operation and functioning of the Application Server, including functions associated with access to the Application in accordance with this MCSA.

2.3 Link to the Application Server. Contractor shall not be responsible for the State's and End User's connection to the Application Server and Application other than ensuring they are accessible from the internet. State shall provide, operate and maintain any computer equipment and operating system software required to use the Application. Such equipment and software shall include the components and conform to the minimum configuration requirements specified in the Contractor documentation.

2.4 Provider Technology. Contractor will be solely responsible for creating, managing, editing, reviewing, deleting and otherwise controlling the Provider Technology.

2.5 End User Access to Services; Compliance. Subject to the terms and conditions herein, State shall be permitted to allow any End User to access and use the Application through the Application Server.

2.6 Authorization. State agrees to notify Contractor immediately of any unauthorized use of the Application or any other breach of its security including, but not limited to, unauthorized use of a password. Contractor has no obligation to monitor the use of the Application by End Users and/or the content of any user session. However, Contractor reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. Contractor will immediately notify the State whenever Contractor does so, unless prohibited by law.

2.7 Links to Third Party Sites. The links included within the Application may let the End User leave the Application and the Contractor web sites ("**Linked Sites**"). The Linked Sites are not under the control of Contractor and Contractor is not responsible for the contents of any Linked Site or any link contained in a Linked Site, or any changes or updates to such sites. Contractor is not responsible for webcasting or any other form of transmission received from any Linked Site.

2.8 No Spam. Contractor will immediately terminate any End User account which it believes, in its reasonable discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk e-mail. Contractor will immediately notify the State of such action and restore the End User account once the State has resolved the issue.

2.9 Data Access. During the Term, Contractor may view, review or otherwise analyze the data stored, inputted or otherwise collected by the Application for maintenance, system administration, technical support, and for any reasonable purpose necessary for Contractor to perform under this MCSA and/or to comply with laws and regulations.

2.10 Support Obligations. State is responsible for providing Level 1 support to end users of the Application. Contractor will provide Level 2 functional support as well as full technical support as requested by State.

2.11 Updates to the Applications. Contractor agrees to provide State, at no charge, with any and all Application Updates to the Provider Technology that are made available at no charge to other Contractor customers. Contractor will work with State to determine a mutually acceptable time for any updates.

3. Scope and Deliverables. Contractor will provide the following services to State:

3.1 Implementation Services. Contractor will provide Moodle Implementation Services for the State to complete the installation and configuration of the learning management system, Moodle Workplace (the "Application"). The specific implementation services to be provided to State will be determined and agreed upon by both Contractor and Client as part of the preliminary project planning activities.

3.2 Software. Contractor will provide the latest stable version of the Application. In addition:

- Throughout the Term Contractor will ensure access to the latest stable version of the Application as determined by Contractor.
- Contractor will install and configure any third-party plugins or modules at no additional cost.
- Contractor will provide an optimized platform of compatible, stable, current versions of Apache (Apache Software Foundation), MySQL and PHP to serve the Application.
- Contractor will provide and host the Application on a stable, current, supported operating system deemed by Contractor to enable optimum performance of the Application. Contractor will provide all server-side software, including Anti-Virus software and Firewall software.

4. Maintenance and Support Services

4.1 Support. During the term of this MCSA, Contractor will provide Moodle related support to the State. State is responsible for having Level 1 support available to End Users. The Level 1 support personnel are responsible for being the single point of contact to Contractor for all functional support questions received by State's End Users. Contractor will provide Level 2 functional support as well as full technical support as requested by State. Support will be provided based on the terms set forth in the Service Level Agreement provided herein.

4.2 Management. Contractor will provide and be solely responsible for management of Moodle environment. This will include upgrades and patches, installation of new Moodle

modules as requested by State, technical troubleshooting of Moodle environment, Moodle database administration, performance monitoring, Moodle site configuration changes, data backup and maintenance planning.

4.3 Services Availability. Contractor will provide State access to Moodle Workplace software based on the terms set forth in the Service Level Agreement.

4.4 Data Backups. Contractor will ensure data is backed up on a nightly basis at a minimum.

4.5 Cooperation. Contractor will be responsible for working with the State to coordinate the resources and schedule for the services.

5. State Resources. State will provide:

- *Primary contact* – State will provide a primary contact that will work directly with the Contractor to assist and coordinate activities related to this Service Attachment, such as meetings, interviews, and acceptance of deliverables.
- *Access to appropriate staff* – State will provide access to key individuals or groups for information gathering purposes and interviews in relation to the performance of Contractor's services.
- *Access to information* – State will provide access (where available) to procedures documents, published strategy and tactical documents, process requirement documents, etc. in relation to the performance of Contractor's services.
- *Access to Administrative Systems* – State will provide the necessary access to State systems as needed for Contractor to fulfill its obligations under the MCSA. Access will follow State standards for provisioning user accounts and appropriate access to enable Contractor to conduct work as mutually agreed upon
- *Physical Workspace* – State will provide a physical facility for Contractor staff when onsite, including a dedicated workspace with phone and Internet access.
- *Cooperation* – State will cooperate with, and assist Contractor, as necessary to enable Contractor to provide the services specified.

6. Fees and Payment

Fee Structure.

Implementation	\$10,000
Moodle Workplace Implementation (one time fee)	Up to 3,000 active users \$13,500 3001 to 5,000 active users \$15,500 5,001 to 10,000 active users \$18,000 More than 10,000 active users \$21,000
Remote Support - Annual	Up to 500 active users \$24.50/per user 501 to 1,000 active users \$16.75/per user 1,001 to 2,000 active users \$12.75/per user 2,001 to 3,000 active users \$10.50/ per user 3,001 to 5,000 active users \$9.70/per user 5,001 to 7,500 active users \$8.20/per user 5,001 to 10,000 active users \$7.50/per user 10,001 to 20,000 active users \$6.50/per user 20,001 to 50,000 active users \$5.00/per user More than 50,000 active users \$3.00/per user
Annual escalator	4%

6.1 Fees. The Subscribers will pay all fees specified in all Order forms hereunder, subject to the terms of the MCSA. Except as otherwise specified in the MCSA, fees are based on Services purchased and not actual usage, and the number of Object subscriptions (the number of active users, measured in blocks of 500) purchased cannot be decreased during the relevant Order Term. They may, however, be increased during an Order Term. Object subscription fees are based on yearly periods that begin on the subscription start date and each yearly anniversary thereof; therefore, fees for Object subscriptions added in the middle of a yearly period will be charged for that full yearly period. Additions of Object subscriptions during a term does not extend that term. No Order form may specify a subscription term not identified and priced in this Attachment. Nor may it cover any billable services not listed in this Service Attachment as a Service. After 90 days, the Contractor may suspend a delinquent Subscriber's access to the unpaid Services until all delinquent amounts are paid, notwithstanding the prohibition against self-help provided for elsewhere in the MCSA, but the Contractor may not do so if the Subscriber is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

6.2 Invoicing and Payment. Fees will be invoiced as follows:

1. Implementation services will be invoiced upon GoLive.
2. Annual Support will be invoiced annually (on the renewal date)...

Fees are due in accordance with the terms of the MCSA and this Service Attachment, which no Order form may alter. The Subscriber is responsible for providing complete and accurate billing and contact information to the Contractor and notifying the Contractor of any changes to such information.

7. Proprietary Rights

7.1 Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, the Contractor reserves all rights, title, and interest in and to the Services, including all related intellectual property rights. No rights are granted to the State or Subscribers hereunder other than as expressly set forth herein or elsewhere in the MCSA.

7.2 Restrictions. Subscribers will not intentionally permit any third party to access the Services, except as permitted herein or in an Order form, create derivative works based on the Services except as permitted in the MCSA, reverse engineer the Services, or access the Services to build a competitive product or service or to copy any features, functions, or graphics of the Services. Nothing herein prohibits a Subscriber from porting and hosting Generated Files, as defined in this MCSA, to other sites to support its own business purposes during and after any term of an Order.

7.3 State Applications and Code. If a Subscriber, a third party acting on a Subscriber's behalf, or a user creates applications data, or code using the Services, such will be part of the Subscriber's Data. The Subscriber authorizes the Contractor to host, copy, transmit, display, and adapt such Subscriber Data solely as necessary for the Contractor to provide the Services in accordance with this MCSA. Further, the Subscriber will be entitled to port, use, modify, disclose, license, sell, and host such anywhere.

7.4 Subscriber Data. Subject to the limited rights granted by a Subscriber hereunder, the Contractor acquires no right, title, or interest from a Subscriber or its licensors under this MCSA in or to the Subscriber Data, including any intellectual property rights therein.

8. Service Levels

8.1 SLAs for the Services. This MCSA includes SLAs that will be used to monitor and manage the Contractor's performance of Services. The minimum SLAs are listed below, but the Contractor may supplement them with additional SLAs that are generally applicable to its other Services customers, so long as those additional SLAs cover parameters not addressed in the below SLAs or are more stringent than those listed below. Modifications to the SLAs provided below may only be made by the written agreement of the State and the Contractor, except with respect to SLAs the Contractor offers generally to other customers that are more stringent or in addition to those below.

8.2 Availability. "Availability" or "Available" means the Subscriber's users are able to access a Service and use all material features and functions of the Service effectively and efficiently and the Service meets all the SLAs contained in this Attachment. "Unavailable" or "Unavailability" means the Subscriber's users are unable to access the Service or use all the Service's features and functions effectively and efficiently or they do not otherwise meet all SLAs in this Service Attachment, subject to the following:

A Service may be inaccessible to a Subscriber's users during scheduled downtime. Scheduled downtime will occur during Contractor's monthly standard recurring maintenance window for all clients, which is currently between 4:00am and 6:00am EST on the second Tuesday of each month. The Contractor may change the scheduled downtime to other non-business hours upon reasonable notice to the affected Subscribers. Scheduled downtime will not be considered times when the Services are Unavailable.

In addition to scheduled downtime, the following will not be considered times when a Service is Unavailable:

- (i) Outages resulting from a Subscriber's equipment or its Internet service provider;
- (ii) A Subscriber's negligence or breach of its material obligations under this MCSA; and
- (iii) Excusable Delays, as provided for and handled in accordance with the MCSA.

9. SLA Credits.

The "Target Availability Level" is the Service's Availability Level that the Contractor plans to meet or exceed during each calendar month. The "Service Availability Level" is the number of hours during a particular period that the Service was Available to the Subscriber, excluding scheduled downtime permitted above, divided by the total number of hours during such period. The Target Availability Level is provided in the next section.

The Contractor must actively monitor and report to the State and each Subscriber any and all Unavailability of a Service monthly, along with reasonable details regarding such Unavailability. The Contractor also must provide each Subscriber that uses the Service a credit within 30 days of any calendar month in which the Service Availability Level is below the Target Availability Level, calculated as set forth herein.

The applicable credit will be calculated as follows: If the Contractor fails to meet the Target Availability Level by up to four hours, each affected Subscriber will be entitled to the equivalent of one day's fee for the Service. That is, if the fee is an annual fee, the credit would be $1/365^{\text{th}}$ of that annual fee, or if it is a monthly fee, the Subscriber would be entitled to $1/30^{\text{th}}$ of its monthly fee as a credit. Further, the credit will double if the Target Availability Level is missed by more than four but less than eight hours for any calendar month. And if the failure to meet the Target Availability Level is greater than eight hours, the Subscriber will be entitled to the entire fee applicable to that month.

Any such credits must be paid to the Subscriber within 30 days after the month in which the Contractor fails to meet the Target Availability Level.

If in a given month the Contractor does not meet the Target Availability Level, the Contractor will provide a formal incident report detailing the incident cause, remediation, and any applicable next steps.

If the Contractor does not meet the Target Availability Level for a second consecutive month, the Contractor will hold a full audit meeting with the State and both parties senior management, to review issues.

If the Contractor fails to meet the Target Availability Level for three consecutive calendar months, any affected Subscriber may terminate any or all Orders for that Service for cause.

Specific SLAs.

The Target Availability Level is 99.9% in any calendar month.

SERVICE LEVEL AGREEMENT

Targeted Response Times

Contractor will make every reasonable effort to respond to notifications from the State rapidly within the time period to be measured by the first Support business hour occurring after Contractor's receipt of notification as outlined in the chart below.

Priority	Description	Response Time
Urgent	Mission Critical, application unavailable, non-responsive or unusable.	2 hours or less 24 hours a day, 7 days a week
High	Components or features unavailable, no work-around possible. Downgraded user experience.	2 hours during normal business hours
Normal	Components or features unavailable but work-around possible. Non-critical questions, inquiries and on-going projects.	24 hour response during normal business hours
Low	Non-critical questions, inquiries and on-going projects.	48 hour response during normal business hours

For the purposes of these targets, a "response" will mean an initial contact from the Contractor representative to the State.

As a prerequisite to Contractor's obligation to respond to the State, State must follow the policies and procedures of Contractor's Support when submitting notification. All Support requests must be submitted via Contractor's ticketing system in order to be evaluated based on the standards above.

Support Availability

Hours during which Contractor's functional and non-mission critical technical support (Low, Normal and High Priority) will be available to the State: Five (5) days per week, Monday through Friday, excluding national holidays from 8:00am to 6:00pm (Eastern US Time). Urgent Priority support will be available 24 hours a day, 7 days a week.

10. Terms and Termination

Term of Subscriptions. Subscriptions commence on the start date specified in the applicable Order form and continue for the subscription term specified therein, subject to relevant provisions in the MCSA, such as the MCSA's termination and the non-appropriation provisions. Should a Subscriber elect to renew a subscription, provided this MCSA remains in effect, the renewal will be at the Subscriber's option and will be for the same or greater discount from list as the subscription being renewed and under the same terms and conditions, unless a change

in governmental law, rules, or regulations requires a modification, in which case the Parties will in good faith negotiate the modifications necessitated by such a change in governmental law, rules, or regulations.

11. Miscellaneous

Return of Subscriber Data. At no additional cost to the Subscriber, upon request made at any time during a Service term or within 90 days after the effective date of termination or expiration of a Subscriber's Order for that Service, the Contractor will make available to the Subscriber for download its Subscriber Data covered by that terminated or expired Service, including any Generated Files, in native format or any other format the Subscriber reasonably requests within one day of the request and at no additional charge to the Subscriber. After such 90-day period, the Contractor will have no obligation to maintain the Subscriber Data covered by an expired Service Order and must thereafter, unless legally prohibited, delete the applicable Subscriber Data in its systems or otherwise in its possession or under its control.

In Witness Whereof, the Parties have executed this Service Attachment, which is effective on the date the State's duly authorized representative signs it on behalf of the State, ("Effective Date").

eThink Education, LLC

STATE OF OHIO,
DEPARTMENT OF
ADMINISTRATIVE SERVICES

Kara Volpe

Matthew M. Damschroder fms

Signature

Signature

Kara Volpe

Matthew M. Damschroder

Printed Name

Printed Name

~~Director of Administrative Services~~ fms

DAS Director

Title

Title

11/23/20

12/11/2020

Date

Effective Date