Service level and support agreement

Nimbus SaaS

EFFECTIVE DATE: 19/07/2024

SERVICE DETAILED DESCRIPTION

The definition of the service being provided is the access through the Internet to the online courses management platform (Open edX LMS), enhanced with edunext's additional capabilities, to the content management platform (Studio), to the edunext control center, and the simple e-commerce module, depending on the type of subscription provided.

Software applications, functionalities, and languages

	Included functionality	Excluded functionality (or deprecated).	Language

LMS PLATFORM	Features in the" **Open edX platform*** , as long as they are not explicitly excluded in this document.
	
	EdX native xblocks: poll, survey, WordCloud, randomized content, LTI, annotations,
	
	Third-party x-blocks are listed below: Google Calendar, Google documents, Scorm, UBCPI, Open text response, SGA, recommender tool, Done, image explorer, flow control, school yourself.
	
	edunext additions:
	
	-EOX core APIs.
	-Bragi theme.
	-Website integrations-Marketing site.
	-WooCommerce integrations.
	-Redirections.
	-Eox hooks.
	-Third-party authentication.
	  - SAML
	  -Google, Facebook, Microsoft, Linkedin, Oauth 2.0 OIDC.
		Discovery service.
		
		Programs.
		
		Nudge email notifications.
		
		Discussions digest -forum notifications.
		
		Publisher.
		
		edX for enterprises.
		
		ID verification with software secure.
		
		Proctoring.
		
		Course wiki.
			en - English
			ar - Arabic
			zh-CN - Chinese (China)
			zh-TW - Chinese (Taiwan)
			da - Danish
			fr - French
			de-DE - German
			el - Greek
			he - Hebrew
			it-IT - Italian
			ja-JP - Japanese
			ko-kr - Korean
			pt-br - Portuguese (Brazil)
			pt-PT - Portuguese (Portugal)
			ru - Russian
			es-419 - Spanish
			es-ES - Spanish (Spain)
			vi - Vietnamese

STUDIO	Features in the << **Open edX***>> release, as long as they are not explicitly excluded in this document. A curated list of additional X blocks.	Preview functionality. Custom domain. edX Video pipeline. Latex editor. Drag and drop V1 problem.	English. Español es-419. Danish. Arabic. Portuguese pt-BR. Russian.
OPEN EDX ECOMMERCE	**Payment processors:** -PayPal. Standard version. -PayU. -Stripe.	Ecommerce Administration console. Program offers. Multiple-seats purchase.	English

		Invoicing.	
		Taxes.	
		Multiple LMS sites, integrated with one e-commerce site.	
EDUNEXT CONTROL CENTER	-MAU (Monthly active users) Monitoring. -Email monitoring. -LMS site settings. -Reporting module. -User management. -Tracking Google analytics. - Access to edunext documentation. - Access to assistance by the edunext	-Real time logs	English

* Open edX Nutmeg Release.

Table 1. Applications and features included in the service

NOTE: The list of applications and features included in the service may vary for on-premise and cloud services based on the specific customer contract.

Open edX releases

edunext will strive to migrate the service as early as possible to the latest stable release of Open edX available. However, the migration process comprehends significant technical challenges and takes a considerable amount of time from the release of Open edX until its implementation in the edunext services. Therefore, the new version implementation in the edunext cloud services will occur some months after the official release by Open edX. edunext will notify cloud subscription customers of the migration two weeks in advance. Some customers will be eligible to perform tests in a staging environment to assess the new version of the platform and explore the new features. The notification will be sent to the subscription account holder registered under the edunext management console.

It's not possible to opt out of any of the version upgrades since our service commitment implies always keeping the most up-to-date versions and functionalities. We are committed to maximizing the functionalities and maintaining the evolution of the technology while sustaining high quality, performance, and security standards for the service.

Internationalization

The Open edX LMS platform provided by edunext supports the aforementioned languages only for the UI (User interface).Table 1. The service does not comprehend the translation of the course content created by customers or customized texts. The set of translations for each language is available for the installed Open edX version in the Transifex platform. Translations are made by volunteers in the Open edX community and may have some untranslated strings that will default to the English language, or in some cases, translation errors. edunext is committed to updating the translation files every time we upgrade the platforms to the next release.

Browser compatibility

This service agreement is only valid in the browsers supported by the named release of the Open edX platform that the service is running on. The current browser support for the Open edX* Release can be seen in the following list:

Google Chrome	Supported
Firefox 5+	Supported
Internet Explorer, 11, and edge	Supported

* Open edX Nutmeg Release.

Accessibility

edX and Open edX are committed to high accessibility standards using the World Wide Web Consortium's [Web Content Accessibility Guidelines (WCAG) 2.2](). All features you find in Open edX platforms are expected to conform to Level AA of this specification, as per the [edX Website Accessibility Policy]().
We expect and promote that any user interfaces developed or modified under our cloud subscriptions for the Open edX platform are usable by everyone, regardless of any physical limitations that learners might have. We trust that the resources available in the edunext cloud service will contribute to creating initiatives that are accessible for all learners.

Features included and excluded in the open edX platform

The Open edX platform is not a monolithic application, it comprises multiple applications, and each application consists of moving parts. edunext makes an essential contribution in curating the functionality to make it ready and reliable for the customers to use it.

edunext cloud services do not support features advertised on the edX website and in some sets of the edX documentation. These features are listed in the excluded column in table 1. The reasons for not supporting these features include:

- They are components that are not fully open-source.
- They are components that depend on external services that are not open source.
- Components exclusively designed and/or branded for edX.
- Components that cause conflict with the edunext multi-tenancy model or edunexts' additions to the platform.
- Components built by third-party providers that are not vouched by edunext in terms of security and performance. Components that have failed those validations.
- Components in a deprecation process.
- Components in development. Not ready for production environments.

Functional flaws

The open edX platforms are provided as they are, as created by the edX consortium and released under the terms of the AGPL open source license. These platforms may have minor bugs or functional flaws from the origin which are not covered by the services herein provided. Also, specific functions built for the particular use case of edX inc or that require the integration of a third-party tool are not supported under this subscription.

Bugs tend to be solved over time, and the solution will arrive in edunext services in the corresponding release upgrade or earlier at edunext's sole discretion.

Not to be included in this definition of services

Certain aspects, external services, or specific technologies, and configurations are not included in the service definition for the purpose of this document, including, but not limited to:

- DNS resolution for the customer's domain or subdomain.
- Host services for any other application not specified above.
- The functionality of any external tools integrated with the platform or courses. For example, Youtube, Vimeo, H5P, Zoom, Google Drive, Google Calendar, WordPress, WooCommerce, etc.

SERVICE LEVELS

The following service levels are metrics by which this particular service is measured. These metrics provide expectations of the quality and service type to be delivered.

	Basic	**Enhanced**	**Advanced**
HOURS OF SERVICE AST Agreed service time	The service will be provided in a 7x24x365 scheme.	The service will be provided in a 7x24x365 scheme.	The service will be provided in a 7x24x365 scheme.
AVAILABILITY % of the AST that the service is available	Planned availability for service is 99.5% of the time; therefore, the total monthly sum of downtimes should not exceed 216 minutes.	Planned availability for service is 99.7% of the time; therefore, the total monthly sum of downtimes should not exceed 129.6 minutes.	Planned availability for service is 99.9% of the time; therefore, the total monthly sum of downtimes should not exceed 43.2 minutes.
RELIABILITY Number of service interruptions per month	The measure of reliability to be used for the service is the number of interruptions of service presented in the month, which must not exceed the value of 9.	The measure of reliability to be used for the service is the number of interruptions of service presented in the month, which must not exceed the value of 6.	The measure of reliability to be used for the service is the number of interruptions of service presented in the month, which must not exceed the value of 3.
CONTINUITY Duration of service interruption per month	In the event of a full interruption of the service, it should not be in any case longer than 8 hours.	In the event of a full interruption of the service, it should not be in any case longer than 4 hours.	In the event of a full interruption of the service, it should not be in any case longer than 2 hours.
PERFORMANCE Average response time of 90% of the requests.	The average response time of 90% of the requests should remain below 6 seconds.	The average response time of 90% of the requests should remain below 5 seconds.	The average response time of 90% of the requests should remain below 4 seconds.
SECURITY	To ensure data security, our servers are protected by a VPC (Virtual Private Cloud) AWS, which provides restricted access to web services and external attacks and rejects further by a strict security group in a VPC.		

Service levels exclusions

The service levels commitment do not apply to:
- Any unavailability caused by factors outside of edunext's reasonable control, including any **force majeure** event or major Internet access outage. In cases where edunext is not managing the infrastructure used to host the Open edX platform services (provided by the client as on-premise infrastructure), the percentage of the AST that the service is available will be measured based on the number of hours the infrastructure was available.
- Issues that result from imprudent, inexperienced, or negligent actions or inactions by the customer or any third party brought in by the customer.
- Issues that result from customers' equipment, software, or other technology components provided by the customer or a third party brought in by the customer, outside of edunext's direct control.
- Failure to adhere to Open edX recommended configurations and recommendations as documented in **the Service documentation**.

Availability Guarantee

In the extraordinary event that edunext does not meet the service levels defined in this agreement for a specific customer, the following penalties apply:

Availability provided	Basic	Enhanced	Advanced
Under 99.9% monthly availability			A 5% discount in the next billing cycle for 1 month.
Under 99.7% monthly availability		A 5% discount in the next billing cycle for 1 month.	A 10% discount in the next billing cycle for 1 month.
Under 99.5% monthly availability	A 5% discount in the next billing cycle for 1 month.	A 10% discount in the next billing cycle for 1 month.	A 10% discount in the next billing cycle for 1 month.
Under 95% monthly availability	A 30% discount in the next billing cycle for 1 month.		
Under 90% monthly availability	A 40% discount in the next billing cycle for 1 month.		
Under 80% monthly availability	A 50% discount in the next billing cycle for 1 month.		
Under 70% monthly availability	A 100% discount in the next billing cycle for 1 month.		

DATA PROTECTION

Edunext is committed to assisting all our customers in managing their Open edX instances to comply with high standards of data protection, such as the EU's GDPR. All learner and users data collected by the services as defined in this SLA will be processed in accordance with edunext's [data privacy policy](#).

In the unlikely event of unauthorized access to the customer or users' data by a malicious third party, edunext will promptly inform the subscription account holder and perform the necessary actions to mitigate or remedy the effects resulting from the data breach. Customer and edunext will coordinate efforts in good faith on providing notification or clarification to the parts involved if necessary.

## GDPR - Data processing agreement

In compliance with GDPR, edunext will provide, upon request, a data processing agreement detailing the role of edunext as a data processor on behalf of the customer as a data controller. If you require a Data Processing Agreement, you can request the document by opening a support ticket or writing directly to support@edunext.co.

EDUNEXT CUSTOMER SUPPORT SERVICES

In terms of customer support, we deliver four different services:

1. Incident management.
2. Request management.
3. Inquiry management.
4. Customer success consulting.

The formal channel and first point of contact for any of these services is our support platform—Zoho desk—which can be reached via email at support@edunext.co or through our support center at ECC:
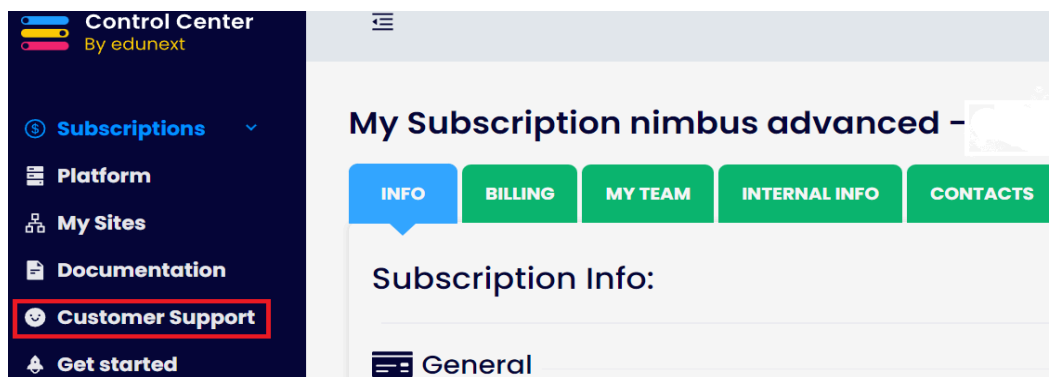
When submitting any type of incident, report, request, or inquiry, edunext advise customers to follow the policies below:

Who should request the customer support services?

Edunext expects only the following roles within an organization to request this customer support service: IT managers, e-learning managers, course authors.
The person that created the request needs to have either an account in the edunext management console or in Studio with permission to edit courses in STUDIO.

NOTE: This excludes the learner population, which needs to request any support directly to the e-learning management in the organization. When the organization e-learning management reviews and validates the requests as an incident, they can send them to the edunext support team. If a support ticket is submitted by a **learner**, it will not be handled by the support team

Keeping requests, incidents, and inquiries organized

To receive fast, complete, and accurate responses from our support team, we recommend:

- Provide a clear and concise title to the request, incident, or inquiry.
- Include detailed information in your request, incident, or inquiry. For example, the exact URL and a screenshot when necessary.
- Send any response about an open case by replying to the corresponding email instead of opening a new one.
- Open a new separated Case for every new request, incident, or inquiry you may have.
- Copy in the email other members of your organization that need to be aware of the responses. Do not include in cc or bcc other members of the edunext team unless it's completely necessary.

NOTE: When a ticket is submitted, customers will receive a copy of the responses sent through the support ticket via email.

If additional information is required, the customer must provide it within 7 days to prevent the ticket from being automatically closed. Once a ticket has been in "waiting" for more than 7 days, it will be automatically closed and the customer must create a new request, even if it is for the same issue.

Incident management

An incident is a situation that affects the services and prevents them from working correctly. An incident may cause total or partial interruption of the service, and it is classified by its criticality, as stated in the chart below.

Note: The following times are delivered during continuous hours.

Solution times vs Criticality

	Basic	**Enhanced**	**Advanced**
Criticality 1: Total interruption of Service.	24 hours	8 hours	4 hours
Criticality 2: Important Functional errors affecting the operation of the service.	48 hours	24 hours	12 hours
Criticality 3: Flashing or degradation in service's quality.	96 hours	48 hours	24 hours
Criticality 4: Specific functional errors that do not affect the entire service.	384 Hours	192 Hours	96 Hours

Table 2. Solution times vs Criticality according to the subscription type

The support service for incidents will be provided via email.

NOTE: The number of hours stated in this table is the maximum expected number of hours between the reception of the incident report and the resolution of the issue or delivery of a workaround.

Requests management

A request is an act of asking the edunext support team to perform some configurations that are not self-service yet and need the assistance of edunext. These configurations are part of standard procedures defined in the edunext documentation and resources.

The support service for requests will be provided by email using edunext's customer support service at support@edunext.co. These requests are not managed as incidents and are not bound by the criticalities/solutions times stated in the previous section. Instead, they will be discretionarily handled by edunext's support team according to their complexity and priority.

Standard requests	Basic	Enhanced	Advanced
User related functionalities: Activate user Unlock account New ECC user Remove ECC user ECC functionalities	4 days	4 days	3 days
Course related functionalities: Enable course modes (certificates) Export course Import course Course visibility Grading policy Forum discussions feature Course components Learner progress Course catalog Exams Enable reporting module Remove LMS courses Instructor dashboard			
Permissions: Course creation permission Permission to create libraries			
Multi Language			
Emails sent by the platform			
Request for an active monthly users report	Na	4 days	3 days
Delivery of an standardized report from the database			
Simple e-commerce and related functionalities: Courses price set-up Coupon codes set-up (simple ecommerce) course price change			
SSL configuration			
Batch registration			
Enable restricted access			

Add new organization			
Single Sign On			
Password change functionality			
Custom registration			
Website integration		15 days	10 days
Woocommerce integrations		NA	10 days
Multisites		15 days (1 sandbox 1 production)	10 days (up to 10 sites)

Non - Standard requests			
Assistance uploading content	NA	4 days	3 days
EOX APIs configuration		15 days	10 days
Massive password change			
Open edX version			
Open edX – WordPress integrator plugin			
Restore deleted course content			
Technical requests			
HTML overrides additions			
Badge issuance configuration with Credly			
Customized reports		NA	3 days (1 per month)
Custom certificates			15 days
Custom integrations/ development*			
"Requests not described above as standard or that require extra configurations or information"		15 days	
* This will require an internal evaluation and additional cost may apply			

Table 3. Type of Request and expected response times based on subscription type.

Note: The response times presented in the table are delivered during business hours.

Inquiry management

An inquiry is an act of asking the eduNEXT support team for information on how to perform, manage, edit, remove, and apply any types of configurations to the platforms in the edunext cloud subscriptions. Information is most likely available in the comprehensive documentation, but as part of its commitment to the customer´s success, the support team is also happy to provide responses and guidance. However, these inquiries are not managed as incidents or requests and are not bound by the criticalities/solutions times stated in the previous sections. Instead, they will be discretionarily handled by the edunext support team according to their complexity and priority.

Edunext highly advises Customers to review the documentation and knowledge resources for the information they may need before sending open inquiries to the support team.

The following table presents the maximum estimated time from the receipt of the inquiry to the delivery of a response.

	Elemental	Standard	Supreme
Standard.			
General or specific questions about applications or processes covered by the definition of the service being provided.	5 days	4 days	3 days
Non-standard.			
- Advance issues or complex questions that require deep research about the platform and services' capabilities. - It's possible that some tickets, during the resolution process, require deeper investigation. These tickets might get recategorized as inquiry-non-standard. The customer will receive a notification if this happens.	Na	Na	30 days

Table 4. Types of inquiries and expected response times based on subscription type.

Note: The response times presented in the table are delivered during business hours.

Customer Success

The edunext customer support team is committed to providing customers with continuous assistance to make their projects or initiatives successful. The customer success service can be done via arrangement of a customer-success-online session where customers can present any challenges they may be facing, and our team of specialists will present one or more alternatives and resources to empower customers to solve the challenge or get the most out of the service.

The customer success service is not managed as incidents or requests and is not bound by the criticalities/solutions times stated in the previous sections. Instead, it will be discretionarily handled by edunext's support team according to its complexity and priority.

edunext highly advises Customers to review the documentation and knowledge resources for the information they may need before requesting a customer success session.

Note: The sessions' schedule will have to be agreed upon with the edunext customer support team. The meeting can take place using an online conferencing platform. The languages will be English and Spanish.

The following table presents the definition and availability of this service for the different types of subscriptions.

	Basic	**Enhanced**	**Advanced**
Online session to analyze and consult on customer priorities, challenges, and needs. edunext will provide information or advice on how they can be covered with the existing functionality of the product or the alternatives that could be possible if extending, customizing the platform.	1 per year	2 per year	4 per year

Table 5. Availability of customer success sessions based on subscription type and size.

NOTE: Additional customer success sessions can be made available at a price.

Management of changes and events in the service operation

Edunext supports the service in technology components that are evolving and growing in functionality in response to the evolution of the online learning space. Not only are changes to the service inevitable but also desirable.

Edunext performs changes to the service in a well-controlled and planned manner during maintenance windows, version updates, infrastructure improvement operations, or similar procedures edunext will notify in advance and will coordinate to the extent possible to minimize any potential affectation to the customer's operation. However, despite being a service that runs 7x24 with very high availability levels, in some cases, customer's operation will be affected unavoidably.

Upgrades to the next release or versions of the platform happen periodically. These upgrades often add, and sometimes deprecate specific functionality in the platform. The edunext team will inform all subscribers in advance about these changes and allow the customer teams enough time to prepare for them accordingly. For selected customers, we can even prepare a staging environment with all their data and courses and invite them to test in advance.

	Basic	**Enhanced**	**Advanced**
A testing environment is available ahead of version upgrades for the customer to review the functionality and its contents and provide feedback before the migration.	Not available	Not available	Available

Table 6. Types of inquiries and expected response times based on subscription type.

NOTE: Any feedback provided as part of reviews on the testing environment ahead of a version upgrade will be managed via the support channels but will not be bound by the criticalities and resolution times indicated in the Incident management section.

RESPONSIBILITY

EDUNEXT S.A.S is the company that provides the services and products described in this Service level agreement. Edunext shall make the infrastructure, software components, human and technical resources necessary for optimal service delivery. Edunext will also be authorized to make changes, adjustments, and maintenance interventions required for the same purpose and will address all customer requests and inquiries as stated herein. Edunext shall inform the customer of any important changes that might have an impact on the services and products provided.

Unless otherwise noted in the contract, the customer will be responsible for managing their instances of the platform and users with the services and products edunext offers. The customer shall notify edunext of any major change in the way they manage and operate edunext services that might affect their final users. For example, significant increase in the number of active users, and therefore, traffic to the LMS site. The customer shall be responsible for its usage of the products and services and shall comply with all applicable laws and regulations concerning its usage of the software, including its processing of personal data via the services and products edunext offers. Unless there is a specific agreement in the support contract with edunext, the customer shall be responsible for their users' complaints, suggestions, and inquiries, acting as the first point of contact and level of support for their users.

The customer shall guarantee the use of the services and products according to the recommendations, policies, and terms of use that edunext states in this document to provide the most optimal service. The customer shall cooperate with the edunext customer support team to solve any requests or inquiries that might result during the usage of the services and products.

GLOSSARY

2U: The parent company of edX that offer high-quality online education

AST (Agreed service Time): Period when the service is supposed to be available

CMS: (content management system) content management system where users enter administrators to define, configure, and create online courses.

Discovery service: Service providing access to consolidated course metadata

ECC: edunext Control Center

EDUNEXT MANAGEMENT CONSOLE (EMC): External application created by edunext to simplify the management of an open edX site. This platform is not open source.

EDX: Consortium formed by the universities of Harvard and MIT. This consortium was the creator and owner of the Open edX platform up until 2021. In Dec 2021, the edX.org operation was acquired by 2U inc, and the ownership of the Open edX platform was retained by Harvard and MIT under a new non-profit called tCRIL (The Center for Reimagining Learning).

EDX INSIGHTS: Analytics platform created by edX and released under the AGPL open source license, which is used as the platform to compute and display actionable insights based on the logs created from the operation of the courses.

GDPR: (General Data Protection Regulation) legal framework that sets guidelines for the collection and processing of personal information from individuals who live in the European Union (EU)

LMS: (learning management system) course management system in which both students and faculty members during the operation of the course.

MAU: (Monthly active users). An active user is a person who, in fact, consumes the content in the courses; a learner is not considered as an active user when only registers and logs in to the platform but does not use the content. This is a measure of activity that is used in some of the SaaS subscriptions provided by edunext.

OPEN EDX: software platform created by edX and released under the AGPL open source licenses which are used to operate the SaaS provided by edunext.

SAAS: (software as a service) mode of service delivery software platform.

SGA: (staff graded assignment) XBlock for use with the open edX platform where Students are invited to upload files that encapsulate their work on the assignment. Instructors are then able to download the files and enter grades for the assignment.

SLA: (Service Level Agreement) service-level agreement that defines and regulates the characteristics of the service.

SLA: service level agreement. A document that sets the expectations between the service provider and the customer and describes the products and services delivered

STUDIO: CMS platform created by edX and released under open source license, which is used as the platform to build and configure the online courses.

tCRIL: (The Center for Reimagining Learning) Interim name for the nonprofit organization formerly known as edX