![UMDNJ Logo] **UMDNJ**
UNIVERSITY OF MEDICINE &
DENTISTRY OF NEW JERSEY

Office of Legal Management

DATE _5/9/12 (5/10)_

TO: ( ) Dan Young

( ) Thomas Kenyon

( ) Doug Dennis

( ) Stan Makaveric

(✓) Andrea Lacy-Wilson

FROM: Kathy Crow
Contract Assistant

RE: _C12_ – _777_
LAMBDA Solutions

NOTE:

(•) THIS AGREEMENT WAS REVIEWED BY _MAD_.

(✓) SIGNED AS REQUESTED.

( ) THIS OFFICE KEPT ONE FULLY EXECUTED ORIGINAL.

(✓) PLEASE HAVE THE VENDOR INITIAL IN _3_ LOCATION(S).

(✓) PLEASE RETURN ONE FULLY EXECUTED ORIGINAL TO THIS OFFICE.

(✓) _PDF sent 5/9/12._

65 Bergen Street, Suite 1231 • PO Box 1709, Newark, NJ 07101-1709
Phone: 973-972-4705 • Fax: 973-972-7297 • Web Site: www.umdnj.edu
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UMDNJ
UNIVERSITY OF MEDICINE & DENTISTRY OF NEW JERSEY

RUSH

CONTRACT APPROVAL FORM

Date: <u>05/07/2012</u>

Vendor Name: <u>**LAMBDA Solutions Inc**</u>

Requisition#: <u>28295616</u>

Contract#: <u>C12-777</u>

Bid/Waiver#: <u>W12-153</u> (att)

Buyer: <u>**Dave Obliski(DAO – ph 5-9069 email:obliskda@umdnj.edu**</u>

Comments: <u>3 year Host and Support Service Agreement</u>

Cost: <u>$97,175.00</u>

Start Date: <u>05/07/2012</u>

End Date: <u>05/08/2015</u>

HOSTING AND SUPPORT SERVICES AGREEMENT

THIS HOSTING AND SUPPORT SERVICES AGREEMENT ("Agreement") is made and entered into as of this __7th__ day of __May__, 2012 ("Effective Date") by and between **Lambda Solutions Inc.**, having its principal place of business at 321 Water Street, Suite 350, Vancouver, BC V6B 1B8 ("Consultant"), and the **University of Medicine and Dentistry, New Jersey- IST-ITeS**, having its principal place of business at **110 Bergen St. / NJDS / B725, 110 Bergen St. / NJDS / B725 ("Client").**

For and in consideration of the mutual promises, representations and covenants set forth herein, Consultant and Client agree as follows:

1. **Services.** This Agreement states the general terms and conditions upon which Provider agrees to perform certain services ("Services") for Client. At the time Provider and Client mutually agree to the particular type of Service required, such Service shall be described in a schedule (the "Service Schedule") which when executed by the parties shall incorporate by reference the terms and conditions of this Agreement. Each Service Schedule shall be a separate agreement. In the event of a conflict between the provisions of a Service Schedule and the provisions of this Agreement, the provisions of the Service Schedule shall prevail. The terms and conditions of the Service Schedule shall prevail over any conflicting, additional or other terms appearing on any order submitted by Client.

2. **Term.** This Agreement shall commence on the Effective Date of this Agreement and shall terminate after three years on the 8th day of May 2015 ("End Date"), unless otherwise terminated as provided in this Agreement. Both parties may extend the term of any Service Schedule for additional periods as agreed to in writing.

3. **Services Fees.** The charges for the Services shall be set forth in the Service Schedule. Payment for the Services Charges shall be due and payable upon receipt of invoice. Client shall pay on demand interest at the lesser of 2% per month or the highest rate allowed by law on all non-disputed invoices not paid within ~~thirty (30)~~ days of receipt. Provider may adjust the charges for service provided under a Service Schedule, effective anytime after the initial term of such Service Schedule, by providing at least sixty (60) days prior written notice, which may be given during the initial term.

4. **Material Charges.** Client shall reimburse Consultant for the use or acquisition of any software, hardware, manuals, guides or other materials, including applicable taxes thereon, purchased by Consultant in the performance of this Agreement ("Material Charges"). Client must approve all Material Charges in advance and in writing.

5. **Reimbursable Expenses.** Client shall reimburse Consultant for all pre-approved travel and other expenses incurred by Consultant or its employees in connection with the performance of the Services ("Reimbursable Expenses"). Client must approve all Reimbursable Expenses in advance and in writing.

6. **Invoicing.** Client shall pay the amounts agreed to in Service Schedule upon receipt of approved invoices which shall be sent by Consultant as set forth in the "Invoicing" section applicable Service Schedule.

For any additional statement(s) of work based on time and materials, the invoice shall set forth (i) the

number of hours worked, the materials provided, and the expenses incurred by Consultant's personnel during the period covered by said invoice; and (ii) the total amount due and owing to Consultant for Services Fees, Material Charges, and/or Reimbursable Expenses.

7. Engagement Assumptions. In the event any Client assumptions contained in the Service Schedule or other documentation agreed to by the parties are not met or turn out to be inaccurate, the cost and delivery of the Services will be impacted. In such an event, Client agrees to negotiate in good faith to mutually develop a work-around plan, revised schedule of delivery and revised payment of Services Fees, Material Charges and/or Reimbursable Expenses.

Client understands that Consultant's performance hereunder is dependent on Client's timely decisions and approvals. Consultant shall be entitled to rely on all of Client's decisions and approvals in connection with the Services. Client further understands that Consultant is relying upon the information that Client provides and Client represents that such information is true, accurate and complete. Because of the importance of such information to the Services, Client agrees to release Consultant and its personnel from any liability and costs relating to Consultant's performance of the Services under this Agreement attributable to any false, inaccurate or incomplete information provided by Client.

8. Access and Use of Resources. Client agrees to provide Consultant with reasonable assistance, cooperation and access to Client's staff, materials and resources, as necessary, for Consultant's performance of the Services. Client represents and warrants that it has the legal rights to authorize Consultant's use of the software, systems, hardware, documentation materials and/or resources at Client premises ("Client Resources") and Client shall indemnify and hold Consultant harmless for any claims, liabilities or damages, including reasonable attorney's fees and costs, arising from Consultant's use of such Client Resources.

9. Confidential Information. The parties mutually agree to hold in strictest confidence and not to disclose, except to the extent necessary to perform under this Agreement, the proprietary information, developments and trade secrets of the disclosing party ("Confidential Information"). Confidential Information shall not include information which: a) is known by the Recipient prior to disclosure under this Agreement; b) is or becomes publicly known other than as a result of a disclosure by Recipient in breach of this Agreement; c) is independently developed by Recipient without use of the other party's information; d) is disclosed to the Recipient on a non-confidential basis from another source, provided that such source is not known by Recipient to be bound by a confidentiality agreement with the other party; or, e) is disclosed pursuant to court order, duly authorized subpoena or governmental authority, provided, however, that Recipient shall promptly notify the other party if it is compelled to disclose information in a judicial, administrative or governmental proceeding.

10. Use of Work Product. Client shall have all right, title and interest, including copyright and patent rights with respect to, and shall be free to use of all materials created by Consultant as a result of performing Services under this Agreement. Consultant shall have all right, title and interest, including copyright and patent rights with respect to, and shall be free to use a) materials created by Consultant prior to performing Services under this Agreement; b) concepts, techniques, know-how, practices, methodologies, refinements to methodologies, processes, and/or procedures used and developed under this Agreement. Subject to the obligations of confidentiality provided herein, Consultant shall continue to be free to perform similar services for its other clients using its general

knowledge, skills and experience.

11. Employees of Consultant. Consultant is an independent contractor and neither Consultant nor Consultant's employees are, or shall be deemed to be, employed by Client. Consultant is, and shall remain, an independent contractor responsible for the obligation to pay all employment, income and social security taxes and secure employee worker's compensation insurance for its employees performing Services hereunder. Consultant agrees to provide and maintain in force at all times during the term of the Agreement, Worker's Compensation (which includes Employer's Liability) insurance covering its employees performing Services hereunder. As permitted by law, Consultant's personnel shall observe the working hours, working rules and holiday policy of the Client for Services performed at the Client's premises.

12. Subcontractors. If it becomes necessary for Consultant to contract with subcontractors to assist in the performance of Services, Subcontractor shall execute an agreement containing provisions of the character, scope and purpose of Sections 9, 10 and 11 above.

13. Solicitation of Personnel. During the term of this Agreement and for twelve (12) months following termination of this Agreement, the parties mutually agree not to solicit the employment of, hire, employ or retain (either directly or indirectly) any employee, contractor or other personnel of the other party who was introduced to Client in connection with this Agreement. In the event a party violates this prohibition, it shall immediately be obliged to pay to the other party an amount equal to the greater of: a) Thirty Thousand Dollars ($30,000); or, b) thirty percent (30%) of the employee's or contractor's annual salary immediately prior to the solicitation, hiring, employment or retention.

14a). Limited Warranty. Consultant warrants that the services will be performed in a professional and workmanlike manner in accordance with applicable professional standards. Any special requirements for format or standards to be followed shall be attached as an additional document and agreed to in writing by both Client and Consultant. Consultant does not warrant, nor will Consultant be responsible for, the performance of any Products created by third parties. Client's sole and exclusive rights and remedies with respect to any Products created by third parties, including rights and remedies in the event a Product created by a third party gives rise to an infringement claim, will be against the third party and not Consultant. However in the case a third party product is malfunctioning, the Consultant will make a reasonable best effort to contact the third party Moodle developer and request a fix. The preceding is Consultant's only warranty concerning the services and any work product, and is made expressly in lieu of all other warranties and representations, express or implied, including any implied warranties of fitness for a particular purpose, merchantability or otherwise.

14b) Warranty for Products developed by Consultant. Consultant will guarantee that products (modules and reports) developed for UMDNJ will be fully supported. Consultant fully guarantees the performance of these products and will troubleshoot and resolve malfunctions.

15. Insurance. Consultant agrees to procure and maintain in full force and effect the following insurance coverage during the term of this Agreement: a) commercial general liability insurance for bodily injury and property damage with an aggregate limit of liability of $1,000,000; b) workers' compensation insurance as required by law; and, c) automobile insurance with a combined single limit of liability of $1,000,000.00. Consultant agrees to furnish certificates, including renewal

certificates, evidencing such coverage upon Client's written request.

17. Limited Liability. In no event will either party be liable to the other party for any amounts in excess of the amounts paid hereunder.

18. Consequential Damages Waiver.
Notwithstanding anything else in this agreement or otherwise, neither party will be liable for any special, indirect, consequential, incidental or exemplary damages including without limitation, damages for loss of the Consultant's business profits, cost of procurement of substitute goods, technology or services, business interruptions or loss of information, even if the other party has been advised of the possibility of such damages. This section does not limit the Consultant's liability for bodily injury of a person, death, or physical damage to property.

19. Termination. Either party may terminate this Agreement or any Statement of Work under this Agreement: a) upon sixty (60) days written notice, which notice identifies specifically a breach of a material term or condition of this Agreement, provided the breaching party shall not have cured such breach within such sixty-day (60-day) period; or, b) upon sixty (60) days written notice, which notice identifies specifically each Statement of Work and/or personnel of Consultant with respect to which termination is sought. This Agreement shall remain in effect with respect to all Statement(s) of Work not so terminated as provided herein.

In the event of termination of this Agreement, Client shall pay Consultant all Services Fees, Material Charges, Reimbursable Expenses and other expenses provided for in this Agreement, accrued and approved as completed as of the date of such termination with respect to the Agreement, Statement of Work or personnel of Consultant so terminated.

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20. Indemnity. Each party shall indemnify and save harmless the other party from and against any loss, expense or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or both, arising out of the performance of a Service Schedule, to the extent such damage or injury is attributable to the negligence of the indemnitor; provided, indemnitee gives the indemnitor prompt notice of any such claim and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claim, and indemnitee does not take any adverse position in connection with such claim. In the event that any such damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.

21. General Provisions. Client may not assign or otherwise transfer its obligations under any Service Schedule except with the written consent of Provider, which shall not be unreasonably withheld.

Provider shall exercise commercially reasonable efforts to perform the Services in a timely manner, but shall not be responsible for delays or failures to perform, which are due to causes beyond its reasonable control.

Contractor will employ multiple systems and layers of redundancy to ensure very long MTTF (Mean Time To Failure) and a very short MTTR (Mean Time To Recovery). The backup regime will ensure that in the event of a failure, the Client has adequate back up resources to ensure no data loss. The backup regime is as follows:
• Nightly MySQL backup, kept for 7 days

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- Hourly MySQL backup, kept for 1 day
- Daily rsync of all the relevant application data files, kept for 1 day

These backups will be available to Client on request in order to facilitate data restoration in case of loss. The Client, however, shall execute proper data back-up and recovery procedures before and after any Service is rendered under any Service schedule. Client hereby releases Consultant from any liability for loss of Client's data from any and all causes except in the case of physical and natural disasters which damage the Client's application or database servers. In the unlikely event of data loss, all reasonable attempts to recover data will be made by Consultant. Consultant liability will be limited to that month's contracted service amount.

Upon client's request, Consultant will assist in setting up a daily sync of data to a host on the Client's network.

This Agreement shall be interpreted in accordance with and governed by the laws of the Province of British Columbia and the laws of Canada in force therein.

No action under this Agreement may be brought by either party more than two (2) years after the cause of action has accrued.

If any provision of this Agreement is deemed, by a court of competent jurisdiction, invalid or unenforceable, such judgment shall not invalidate or render unenforceable the remainder of the Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter, and supersedes all prior agreements and understandings, both written and oral.

Any notice, under this Agreement, shall be in writing and shall be effective upon receipt via registered mail or nationally recognized courier.

All changes to this Agreement must be in writing and executed by both parties.

This Agreement and any Service Schedule may be executed in multiple counterparts, each of which shall be deemed an original of equal force and effect.

22. **Notices.** Any notice required or permitted to be given hereunder shall be deemed sufficient if made in writing and deposited in the mail, postage prepaid, registered or certified mail, and addressed:

    a. If to Consultant, at:
        Shevy Levy, CEO
        321 Water Street, Suite 350
        Vancouver, BC V6B 1B8

    b. If to Client, at:
        Anupam Goyal
        UMDNJ – IST-ITeS

110 Bergen St. / NJDS / B725
Newark, NJ 07103

OR such other address as may from time to time be specified in writing given by the parties.

23. Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and provision hereof shall be valid and enforced to the fullest extent permitted by law.

24. Force Majeure. Consultant shall not be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including, unavailability or shortages of software, hardware, materials or equipment, or failure of Client to reasonably cooperate with Consultant.

25. Heading Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

26. Complete Agreement. This Agreement, including all executed attachments, exhibits and addenda shall supersede all prior agreements and understanding and shall constitute the entire agreement between the parties respecting the subject matter hereof. No representations or statements made by any representative of Client or Consultant which are not stated herein shall be binding. No modifications, addition to, or amendment of this Agreement shall be binding unless in writing and signed by a duly authorized officer of each party.

27. Acknowledgment. Both Client and Consultant have full power and authority to enter into and perform the Agreement and acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

28. Authorization. This Agreement shall not be binding or enforceable unless executed by an authorized officer of both parties. Both parties warrant and represent that its signatory who has executed this Agreement below is authorized and empowered by all necessary and appropriate legal action to execute this Agreement.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed as of the Effective Date first above written.
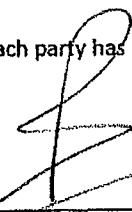
Consultant		Client University of Medicine & Dentistry of New Jersey
By:		By:
Name:	SHERRY LEVY (print)	Name: Denise Mulkern (print)
Title:	CEO	Title: University Chief Financial Officer
Date:	5/16/12	Date: 5/9/1Y

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LAMBDA SOLUTIONS moodlepartner

SERVICE SCHEDULE A

Effective Date: MAY 7TH, 2012

Scope

1	DEDICATED SERVER – 20,000 Users (3 Year Term)	COST (USD)	TIMELINE [†]
	• 1 Moodle Application Server with Dual Quad Core 8GB RAM • 1 Moodle Database with Dual Quad Core 8GB RAM • 1TB Storage (RAID Mirror) on File Server • Load Balancers • 600 GB Bandwidth to unlimited / Month • PHP My Admin. access • Installation and setup of up to 5 Moodle application plugins • Installation of Configurable Reports and Books Application Plugins • Custom Moodle Theme to match the look-and-feel of client website • Monthly maintenance and tuning • 1 hour Online Facilitated Moodle walkthrough • Up to 25 Hours of Moodle Expert Support and Advice (Tier 3-4) • One minor version update of Moodle and application plugins per year and installation of patches • Annual Moodle System Performance Tune-up	$40,308* * Setup plus Year 1 Hosting	8 weeks (40 business days) after agreed contract *Effective Date** * The migration of the Client data from current hosting vendor to the Consultant hosting facilities is scheduled for July 3 and 4th, 2012, with an anticipated GO LIVE date of July 5, 2012 [†]
	• Unlimited installation and setup of unlimited application plug-ins (by CLIENT)	$23,033 Year 2 $23,033 Year 3	
2	MOODLE DEDICATED VIRTUAL HOSTING – 3 YEAR TERM • 100 GB Storage • 100 GB Bandwidth • 1 multi core CPU • 2 GB RAM • Moodle database server	$3,600/year	8 weeks (40 business days) after agreed contract *Effective Date*
	TOTAL CONTRACT VALUE	$ 97,175.00	
	ASSUMPTIONS: • Client is expected to provide feedback, response, or approval in a timely manner. [‡]		

NOTE:
† This timeline assumes and is dependent on the Effective Date being May 7th, 2012.
‡ Unless otherwise noted or scheduled, client feedback is typically a two week period or 10 business days. None response from a client beyond the period specified will be considered approved.

Taxes: APPLICABLE TAXES EXCLUDED

Invoicing Schedule:

1	Payable upon signing date of the Agreement	$43,909.00	May 7, 2012
2	Annual Hosting costs (Years 2 & 3) – payable upon the anniversary of Agreement signing	$26,633.00	May 7, 2013 & May 2014, respectively

SCHEDULE B: HELPDESK SERVICE LEVEL AGREEMENT

I. General Information

This document serves as a set of guidelines to inform decision making within UMDNJ as well as a guide for community members to better understand the Lambda Solutions (Lambda) support services. The document is limited in scope in that it sets official policy for providing help through the HelpDesk. By setting down these policies and channelling requests for help through the HelpDesk we hope to provide better service, have an accurate profile of user training needs, and demonstrate the appropriate level of staff needed to handle the volume of requests.

II. Definitions

- Tier 3&4 support: It is synonymous with level 3 support, back-end support, support line 3, high-end support, and various other headings denoting expert level troubleshooting and analysis methods.

- Clients Authorized Contact (CAC): The person authorized by the client to submit tickets to Lambda and make change requests.

III. IT Technology Support Products and Services

Purpose
The HelpDesk acts as a central point of contact for all technical support, including Moodle application questions and troubleshooting, coding assistance, and Support services listed below.

Hours of Operation
Assistance will normally be available from 8:00 AM to 5:00 PM, Monday through Friday Pacific Standard (or Daylight) Time (PST or PDT) , except when Lambda offices are closed due to Canadian holidays.

Contact Information

To report problems or request services for technology support:
> Toll Free: 1.877.700.1118, Extension: 200
> Local: 604 – 687 – 2444, Extension: 200
> e-mail: support@lambdasolutions.net
> Support Site: https://support.lambdasolutions.net

Contact Process

Our clients have the option to place service requests and report problems via telephone, email, or submitting a Support Ticket.

If Lambda technicians are assisting other Clients, the Client will have the option to leave a message or use other means to contact the IT Help Desk such as email or the self-service portal. Critical or very important requests (as outlined below) should always be phoned in to the Lambda Help Desk. All requests and problems are recorded in a database that is used by all Lambda's Help Desk technicians. Calls will be escalated to the proper support group within Lambda.

Requests via email will be entered into the Lambda ticketing system as a record. We will respond to email requests within one workday (24 hours) of receiving the email between 8 am – 5pm, Monday – Friday. Responses to emails received after 5 pm or during weekends and holidays will be answered the next business day.

Support Staff

Lambda Help Desk consists of full time Moodle Support Specialists. They answer the phone and emails and provide assistance to our clients' Authorized Contact(s).

Priorities and Response Times

The Help Desk will use the following guidelines in prioritizing requests and will strive to resolve the problem within the target timeframe. Actual resolutions may be shorter or longer depending on the priority of the requests. The following table defines the levels of priority and their respective response times.

Priority	Criteria	Response Time
High	Issues which have significant repercussions but do not render the whole system unusable are marked HIGH. An example would be an application error which is only triggered under rare circumstances or which affects only a small percentage of all users. HIGH priority are bugs that render a system unusable (not being able to create content, blocks not displaying, and the like), or expose security vulnerabilities.	Within 4 hours
Normal	Bugs that affect one piece of functionality are NORMAL priority. An example would be the category filter not working. This is a self-contained bug and does not impact the overall functionality of the software.	Within 24 hours
Low	LOW priority is most often used for cosmetic issues that don't inhibit the functionality or main purpose of the project, such as correction of typos in code comments or whitespace issues.	Within 48 hours

* The response does not necessarily mean that the ticket is resolved; instead, the ticket will *at the least* be verified within the above time frames.

Services Supported
The help desk provides support for all CAC in the following areas:

1 **Support as...**
   - Review and troubleshoot code developed by CLIENT for Moodle 1.9
   - Install community modules, reports and themes as requested
   - Handle CLIENT Admin support questions
   - Troubleshoot reported errors

     o Lambda will do its best to identify and troubleshoot the issue to the best of its abilities

     o However, should Lambda deem the reported error to be systemic, Lambda will report the issue at Moodle Tracker (http://tracker.moodle.org/secure/Dashboard.jspa)

2   **Code modifications and reports requested by CLIENT**

- CLIENT must provide Lambda 4 weeks (20 business days) notice when submitting such a support request, "ticket", to schedule the appropriate development resource(s)
- Lambda must track or attach both efforts and documented requirements analysis, scoping, consulting , correspondence (email), and telephone conversations on the request ticket
- CLIENT and Lambda confirm the scope of the request and agree on a schedule of delivery
- Record the agreed upon delivery date on the ticket "Due Date"
- Consultant guarantees that all deliverables submitted to Client are subject to the requirements agreed upon by both Client and Consultant.
- Any issues resulting from Consultant Code modifications will be addressed in a timely manner.

3   **Support for Moodle 1.9**

- Support and apply security and/or upgrade patches, when available, for Moodle 1.9 until December 2013
- A reasonable best effort attempt to contact third party community developers in order to fix issues with their third party modules.

4   **Moodle How-TOs***

* Note: this is not intended to act as a substitute for Training Sessions.

- Setting up and configuring groups
- Gradebook and Gradebook items
- Course and activity settings
- User roles and permissions
- Enabling conditional activities feature
- Outcomes
- Enable Completion Tracking
- Viewing or accessing reports
- Backing up and restoring of courses
- Front Page settings
- Selection of themes
- Enabling of language packs
- Enabling plug-ins
- Blocks administration
- Filters
- Backup settings
- HTML editor settings
- Calendar settings
- Maintenance mode
- Moodle Network settings

Requires assistance of a system administrator or developer in any of the following:

- Set-up cron job(s)
- Setup database backup
- Installation of modules
- Upgrades
- Site administration setting
- Front Page settings- initial or home page of a Moodle site
- Themes – user interface packages of XHTML and CSS controls
- Language – default and additional language packs
- Activity modules administration
- Blocks administration
- Filters - Text and Multimedia plug-ins
- Backup settings
- HTML editor settings
- Calendar settings
- Maintenance mode
- Notification page used to update versions
- Settings block
- Authentication settings
- Moodle Networking
- PHP Settings
- Integration using existing modules/plug-ins (e.g., Mahara or Adobe Connect)

Services Not Supported:

- Training
- Debugging of the Core Moodle application and 3rd Party plugins

IV. Support Procedures

CAC who communicates with our Support Desk for technology support need to provide the following information:

- Name, phone number and email
- Provide a clear description of the problem, e.g., URL, error messages, screen shots, how error can be replicated, course, user, etc.

Procedures:

1. **Document the request or problem**
   - Telephone and email requests will be documented via the Ticketing System

2. **Log the issue into the Ticketing System**
   - The technician will open a *ticket* in the Lambda Ticketing System for all problems and requests provided by the CAC. Limited troubleshooting will take place during the initial phone call. Follow ups will be done in Step 3.

3. **Assigning calls**
   - All calls logged in the Ticketing System will be assigned to the appropriate Support Specialist within Lambda.
   - The Support Specialist will contact the CAC to follow-up on the call. Communication will be made via Ticketing System, email and/or phone.

4. **Close the calls**
   - All actions taken to resolve the issues will be recorded in the Ticketing System. After the issue is successfully resolved the ticket will be closed.

Rights and Responsibilities of CAC

Before contacting the Moodle HelpDesk , Lambda recommends users to explore help that is readily available in their organization. This help might come from the HELP utility that is built into Moodle, Moodle.org (http://docs.moodle.org/20/en/Main_page), and the Moodle Community (http://moodle.org/forums/).

CAC key responsibilities:
   - Keep passwords secure
   - Be accountable for all change requests
   - Providing end-user support
   - Provide Lambda with confirmation on resolved issues
   - Reports back on issue resolution to the institutional/organizational stakeholders

SCHEDULE C: HOSTING SERVICE LEVEL AGREEMENT

I. General Information

This document serves as a set of guidelines to inform decision making within our existing and prospective as well as a guide for community members to better understand the Lambda Solutions (Lambda) hosting service level agreement and expected service performance. The document is limited in scope in that it sets official policy for providing help through the Help Desk. By setting down these policies and channelling requests for help through the Help Desk we hope to provide better service and demonstrate the appropriate level of staff needed to handle the volume of requests.

II. Definitions

- **Client Authorized Contact (CAC):** The person authorized by the client to submit tickets to Lambda and make change requests.
- **Standard Business Hours:** 8:00 AM to 5:00PM, Monday through Friday Pacific Standard Time (PST), except when Lambda offices are closed due to Canadian holidays
- **Outside Business Hours:** All times outside standard business hours

III. IT Technology Support Products and Services

Purpose

The HelpDesk acts as a central point of contact for all technical support, including logging of hosting service affecting issues.

Hours of Operation

Hosting services will be available 24/7, with a guaranteed uptime of 99.99%

Contact Information

To report problems or request services for technology support:
Toll Free: 1.877.700.1118, Ext. 200
Local: 604.687.2444, Option: 1
e-mail: support@lambdasolutions.net
Support Site: https://support.lambdasolutions.net

Contact Process

Our clients have the option to place service requests and report problems via telephone, email, or submitting a Support Ticket.

If Lambda technicians are assisting other Clients, the Client will have the option to leave a message or use other means to contact the IT Help Desk such as email or the self-service portal. All requests and problems are recorded in a database that is used by all Lambda's Help Desk technicians. Calls will be escalated to the proper support group within Lambda.

Requests via email will be entered into the Lambda ticketing system as a record. We will respond to email requests within one workday (24 hours) of receiving the email between 8 am – 5pm, Monday – Friday. Responses to emails received after 5 pm or during weekends and holidays will be answered the next business day.

Support Staff

Lambda Help Desk consists of full time Hosting Support Specialists. They answer the phone, emails and provide assistance to our clients' Authorized Contact(s).
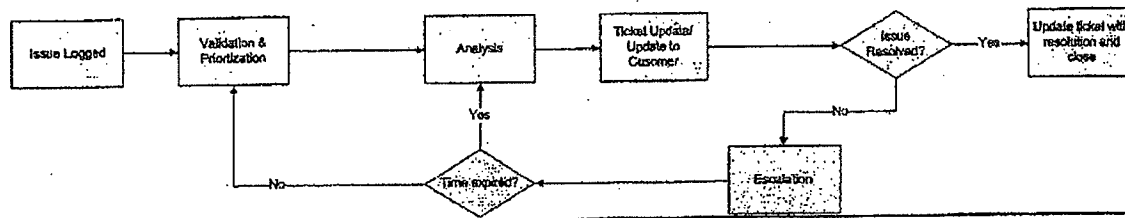
Priorities and Response Times

The Help Desk will use the following guidelines in prioritizing requests and will strive to resolve the problem within the target timeframe. Actual resolutions may be shorter or longer depending on the priority of the requests. The following table defines the levels of priority and their respective response times.

Priority	Criteria	Response Time*
Emergency	Issues which have significant repercussions and render the whole system unusable. Example include: • System down/offline • Packet loss • Database connectivity failure	Within 4 hours
High	Issues which have significant repercussions but do not render the whole system unusable are marked HIGH. An example would be an application error which is only triggered under rare circumstances or which affects only a small percentage of all users. HIGH priority are bugs that render a system unusable (not being able to create content, blocks not displaying, and the like), or expose security vulnerabilities.	Within 12 hours
Medium	Bugs that affect one piece of functionality are NORMAL priority. An example would be the category filter not working. This is a self-contained bug and does not impact the overall functionality of the software.	Next business day
Low	LOW priority is most often used for cosmetic issues that don't inhibit the functionality or main purpose of the project, such as correction of typos in code comments or whitespace issues.	Within 2 business days

* The response defines the time frame within the ticket will be acknowledged and reviewed by a human technician

Process Flow

For the purposes of Emergency – Low tickets, the following is a visual representation of the process flow:

IV. Support Procedures

CAC who communicates with our Support Desk for technology support need to provide the following information:
- Name, phone number and email
- Provide a clear description of the problem, e.g., URL, error messages, screen shots, how error can be replicated, course, user, etc.

Procedures:

1. **Document the request or problem**
   - Telephone and email requests will be documented via the Ticketing System

2. **Log the issue into the Ticketing System**
   - The technician will open a *ticket* in the Lambda Ticketing System for all problems and requests provided by the CAC. Limited troubleshooting will take place during the initial phone call. Follow ups will be done in Step 3.

3. **Assigning calls**
   - All calls logged in the Ticketing System will be assigned to the appropriate Support Specialist within Lambda.
   - The Support Specialist will contact the CAC to follow-up on the call. Communication will be made via Ticketing System, email and/or phone.

4. **Close the calls**
   - All actions taken to resolve the issues will be recorded in the Ticketing System. After the issue is successfully resolved the ticket will be closed.

Rights and Responsibilities of CAC

Before contacting the Moodle HelpDesk , Lambda recommends users to explore help that is readily available in their organization. This help might come from the HELP utility that is built into Moodle, Moodle.org (http://docs.moodle.org/20/en/Main_page), and the Moodle Community (http://moodle.org/forums/).

CAC key responsibilities:
- Keep passwords secure
- Be accountable for all change requests
- Providing end-user support
- Provide Lambda with confirmation on resolved issues
- Reports back on issue resolution to the institutional/organizational stakeholders

Additional responsibilities if rating an issue as emergency:
- Ensure local internet connectivity is fully functional before logging a ticket, eg. for site down/packet loss

Obliski, David

From:	Shevy Levy [shevy.levy@lambdasolutions.net]
Sent:	Wednesday, May 16, 2012 1:28 PM
To:	Obliski, David
Cc:	Jim Yupangco; Goyal, Anupam
Subject:	Re: FW: Attached Image
Attachments:	University of Medicine and Dentistry New Jersey-signed.pdf

Hi Dave,

The signed agreement is attached here.

We all look forward to working with you and your team!

Shevy

On Wed, May 16, 2012 at 9:20 AM, Obliski, David <obliskda@umdnj.edu> wrote:

As we discussed. If you have any questions please contact me.

TY

Dave Obliski

UMDNJ

From: Obliski, David
Sent: Tuesday, May 15, 2012 9:59 AM
To: 'into@lambdasolutions.net'
Subject: FW: Attached Image

Shevy Levy::

Attached please find a copy of a contract for a waiver we have in house for your company. Please sign and initial where indicated and return to me so we can process the order we have for your company. If you have any questions please contact me .

Thank you

Dave Obliski

Purchasing Coordinator

UMDNJ

732 235-9069

obliskda@umdnj.edu

From: umdnj.edu@umdnj.edu [mailto:umdnj.edu@umdnj.edu]
Sent: Tuesday, May 15, 2012 10:05 AM
To: Obliski, David
Subject: Attached Image

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Shevy Levy
CEO
Lambda Solutions Inc.

www.lambdasolutions.net
phone: 604.687.2444, Ext. 205
mobile: 604.307.7411
fax: 604.687.2404

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