SCHEDULE 1 SERVICE LEVEL AGREEMENT

1 **DATA HOSTING**

Retention of Customer data

1.1 Paritor will hold all Customer Data in data centres hosted in the UK which comply with ISO 27001 and adherence to the UK GDPR. Paritor shall notify the Customer promptly in writing of any change or deviation from these arrangements.

1.2 Should this Agreement terminate then the Customer, once satisfying itself that it has taken a local copy of the Customer Data, can request in writing that Paritor disposes of all hosted copies of the Customer Data, and Paritor shall comply with such instructions. Should such instructions not be received within a period of at least 30 days from any such cancellation, Paritor will destroy all copies of the Customer Data.

1.3 Customer Data extracted by the Customer, either in the form of printed data or electronic data, is the responsibility of the Customer and of the Customer's member of staff who performed the action.

Electronic communication system

1.4 All Customer Data transferred between Data Hosting and the operational devices is encrypted and provided via private web services using https (SSL). Access to these web services is limited to the Software and must first be authenticated with a valid Customer ID and Customer Key for Ensemble, or a secure Schooble account linked to a user account for Xperios.

Contingency

1.5 Data Hosting servers are mirrored with data stored in storage clusters within the confines of the data centre, and backed up to a second storage cluster at an alternative data centre subject to the same security controls as the primary data centre.

Data security

1.6 All Company staff are responsible for safeguarding the integrity and confidentiality of the Customer's data.

1.7 Paritor's line management is responsible for the application of the data security policy for matters under their control. They ensure that all Paritor staff are aware and comply with the policy.

1.8 The Customer is responsible that data and information to which Licensed Users have authorised access is used only for the purpose provided and that the confidentiality and integrity of the data is maintained.

Data access

1.9 Access to each Customer Data is limited to:

1.9.1 those members of Paritor's staff needing such access to perform their job in providing support and assistance to the client; and

1.9.2 those members of the Customers' staff who have been given access by the Customers' administrator.

1.10 Each person with access to Customer Data is responsible for maintaining the confidentiality of the Customer Data to which he/she has access. The Customer determines who should have access to data and the retention requirements.

Availability

1.11 Paritor shall use reasonable endeavours to ensure the availability of the Data Hosting is at least 99% during the hours of 9am to 5.00pm on Business Days (Normal Business Hours) measured annually (**Uptime Service Level**). This availability refers to an access point on the Third Party Provider's backbone network. It does not apply to the portion of the circuit that does not transit the Third Party Provider's backbone network, as the Customer is responsible for its own internet access. Availability does not include Maintenance Events as described in paragraph 1.12, Customer-caused or third party-caused outages or disruptions (except to the extent that such outages or disruptions are caused by those duly authorised third parties sub-contracted by Paritor to perform the Services), or outages or disruptions attributable in whole or in part to force majeure events.

1.12 Maintenance of the hosting equipment, facility, Software or other aspects of the Data Hosting that may require interruption of the Data Hosting (**Maintenance Events**) shall not be performed during Normal Business Hours, save that Paritor or the Third Party Provider may interrupt the Services to perform emergency maintenance. In addition, Paritor or the Third Party Provider may interrupt the Data Hosting outside Normal Business Hours for unscheduled maintenance. Subject to paragraph 1.14, any Maintenance Events which occur during Normal Business Hours, and which were not requested by the Customer shall be considered downtime for the purpose of service availability measurement. Paritor shall at all times endeavour to keep any service interruptions to a minimum.

1.13 Any cyber-security incident, cyber-attack, viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful which are introduced into the Services and cause Paritor to suspend the Services shall not be considered to be downtime for the purpose of any service availability measurement.

Credit for Third Party Provider Downtime

1.14 Where the Customer experiences Data Hosting downtime which is caused by the failure of the Third-Party Provider providing data hosting services to Paritor (**Third Party Provider Downtime**) which is in breach of the Uptime Service Level, the Customer is entitled to a credit as further described in paragraph 1.15.

1.15 The credit shall be calculated as follows:

1.15.1 For Ensemble, 10% of the Data Hosting element of the Initial Fee (if such downtime occurred in the first Year) and, thereafter, 10% of the Data Hosting element of the Annual Fee (as applicable); or

1.15.2 For Xperios, 10% of the Initial Fee (if such downtime occurred in the first Year) and, thereafter, 10% of the Annual Fee (as applicable).

1.16 The parties acknowledge and agree that the provision of such a credit shall be the Customer's sole and exclusive remedy for Third Party Provider Downtime.

2 SUPPORT SERVICES

2.1 Access to the Support Services must be made initially by the information available in the online guide and training resources provided. If assistance is required that is outside of the scope of these resources the Customer should raise a support ticket, which will be responded to during Normal Business Hours on Business Days other than staff training days (**Service Days**) based on the priorities listed below.

2.2 The Support Services are limited to the following:

2.2.1 supply of hot fixes for system faults in the form of Maintenance Releases to this system to correct any faults found

2.2.2 supply of Maintenance Releases as the company sees fit;

2.2.3 fault diagnosis and, where practicable, correction, subject to the limitations imposed by contractual restrictions imposed by any third party;

2.2.4 where practicable, recommendations relevant to the course of action necessary to recover from any faults or failures emanating from the Software; and

2.2.5 performance of any remedial work (re-running of programs, etc.). Any such work performed by Paritor's personnel will be agreed with the Customer before it is carried out.

2.3 In the instance that Support Services cannot be provided by responding to a ticket, Paritor are able to assist the Customer via telephone during Normal Business Hours on Service Days.

2.4 Paritor shall determine the priority of any defect, using one of the following priorities and shall use reasonable commercial endeavours to meet the following Service Levels:

Priority	Definition	Initial Acknowledgment	Subsequent Feedback (Target Time)	Temporary Target Fix Time	Permanent Target Fix Time
High	Critical problems that affect multiple users and prevent the use of the Software under normal operating conditions.	Within one working hour on a Service Day upon notification and receipt of all relevant information	Every 3 working hours on a Service Day	1 Service Day	10 Service Days
Medium	Problems that affect the way the service functions, causing the Software not to function as specified but does not prevent the Software from being used.	Within one working hour on a Service Day upon notification and receipt of all relevant information	Every Service Day where necessary	3 Service Days	20 Service Days
Low	Problems which do not affect the operation of the Software.	5 Service Days	Every 5 Service Days	As agreed with user	

2.5 In order to resolve issues, Paritor must be able to recreate the problem in order to determine a suitable solution.

2.6 If an incident has been fixed in a Maintenance Release, the Customer acknowledges and agrees that its sole and exclusive remedy for such incident shall be to install the most current Maintenance Release to remedy the incident.

2.7 The provision of Support Services shall be conditional on the Customer allowing Paritor to have unfettered remote access to the Software.

2.8 Paritor shall not be responsible for maintenance of the Customer's equipment.

2.9 To the extent that Customer has previously received support services in respect of Software under a separate contract which support services have since been terminated or cancelled or if the Support Services under this agreement have been suspended or terminated for any reason in accordance with the terms of this agreement, on commencement or re-commencement of the Support Services under this agreement the Customer shall not be entitled to receive any back-log of error corrections, software updates and upgrades made generally available during the period between such termination or suspension.