



Service Level Agreement

Version 2.1

12/04/2023

Address: 2 St Andrews House, Vernon Gate, Derby, DE1 1UJ

Derventio Education Ltd is a company registered in England and Wales

with company number: 6970437 and VAT number: 977856834

Registered Address: The Mills, Canal Street, Derby, DE1 2RJ

SERVICE LEVEL AGREEMENT

We are Derventio Education Limited, a company registered in England and Wales (Company Registration Number 6970437) and our registered office is at The Mills, Canal Street, Derby, DE1 2RJ ("**Derventio**", "**we**", "**us**" or "**our**"). Our main trading address is at First Floor, St Andrew's House, Vernon Gate, Derby, DE1 1UJ. Our registered VAT number is 882995161.

We provide hosted software services relating to school, college and university performance and improvement, which we make available to subscribers via the internet. These terms will come into existence at the same time as our main Terms and Conditions (as defined in this document).

1. INTERPRETATION

1.1. All initial capitalised terms not otherwise defined in these terms shall have the meaning given to them in our main Terms and Conditions.

1.2. The following definitions apply:

"Business Day" a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

"Client Cause" (a) any of the following causes:

(b) any improper use, misuse or unauthorised alteration of the Services by you;

(c) any use of the Services by you in a manner inconsistent with the Documentation;

(d) the use by you of any hardware or software not provided by Derventio or approved by Derventio in the Documentation for use by you in connection with the Services;

(e) the use of a non-current version or release of the Software;

(f) any other cause which is deemed in the reasonable opinion of Derventio to be your fault

"Client Support" support provided by Derventio to you to identify and resolve Faults and deal with queries from you relating to the Services

"Fault" any failure of the Services to operate in material respects in accordance with the Documentation

"Normal Business Hours"

8.30am to 5.30pm local UK time, each Business Day

"Out-of-scope Services"

support provided by Derventio in connection with any apparent problem regarding the Services reasonably determined by Derventio to have been caused by a Client Cause or a cause outside Derventio's control

"Service Levels" the service level response set out at Clause 4.2

"Solution" either of the following outcomes:

(a) correction of a Fault; or

(b) a workaround in relation to a Fault (including a reversal of any changes to Software if deemed appropriate by Derventio)

"Support Request" request made by you in accordance with these terms for Client Support

"Support Services"

updates of the then-current version or release of Software, Client Support, but excluding any Out-of-scope Services

"Terms and Conditions" the main terms and conditions of or around the date hereof pursuant to which Derventio provides software as service subscription to you

2. SUPPORT SERVICES

- 2.1 During the Subscription Term Derventio shall perform the Support Services remotely during Normal Business Hours in accordance with the Service Levels.
- 2.2 As part of the Support Services, Derventio shall:
 - 2.2.1 provide support by means of the following telephone number 01332 222 456 and e-mail address support@derventiosolutions.com; and
 - 2.2.2 use commercially reasonable endeavours to provide a Solution to Faults notified in accordance with Clause 3.2.1
- 2.3 Derventio may reasonably determine that any services are Out-of-scope Services. If Derventio makes any such determination, it shall promptly notify you of that determination. You acknowledge that Derventio is not obliged to provide Out-of-scope Services.

3. SUBMITTING SUPPORT REQUESTS AND ACCESS

- 3.1. You may request Client Support by way of a Support Request.
- 3.2. You shall provide Derventio with:
 - 3.2.1 prompt notice of any Faults;
 - 3.2.2 a description of the problem and the start time of the incident in respect of Faults;
 - 3.2.3 confirmation that you have undertaken basic troubleshooting to alleviate any Faults before contacting Derventio;
and
 - 3.2.4 such output and other data, documents, information, assistance as are reasonably necessary to assist Derventio to reproduce operating conditions similar to those present when you detected the relevant Fault and to respond to the relevant Support Request.

4. SERVICE LEVELS

- 4.1. Derventio shall make commercially reasonable endeavours to ensure that the Services are available; however Derventio cannot guarantee a specific level of Service availability.
- 4.2. Derventio shall respond to all Support Requests from you by:
 - 4.2.1. acknowledging receipt of the Support Request within 24 hours, provided that a Support Request received on the day before a weekend or a bank holiday or on a bank holiday or at the weekend shall not be responded to until the next Business Day; and
 - 4.2.2. within 4 Normal Business Hours of the acknowledgment, Derventio shall use commercially reasonable endeavours to (i) provide a Solution to a Fault, or (ii) to respond to your query in respect of the Services.
- 4.3. The provision of a Solution shall be a sole and exclusive remedy for a Fault.
- 4.4. The parties may, on a case by case basis, agree in writing to a reasonable extension of the Service Level response times.
- 4.5. Derventio shall give you regular updates of the nature and status of its efforts to correct any Fault.

5. GENERAL

- 5.1. If any provision (or part of a provision) of these terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 5.2. These terms, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. Each of the parties acknowledges and agrees that in entering into these terms it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these terms or not) relating to the subject matter of these terms, other than as expressly set out in these terms.
- 5.3. You shall not, without the prior written consent of Derventio, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these terms. Derventio may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these terms.
- 5.4. Nothing in these terms is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 5.5. These terms do not confer any rights on any person or party (other than the parties to these terms and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 5.6. Any notice or communication required to be given under these terms shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in these terms, or such other address as may have been notified by that party for such purposes, or sent by email or fax to the other party's email address or fax number as set out in these terms, or such other address as may have been notified by that party for such purposes. A notice or communication delivered by hand shall be deemed to have been received when delivered (or if delivery is not in Normal Business Hours, at 9.00am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email or fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).
- 5.7. These terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms or their subject matter or formation (including non-contractual disputes or claims).

