

ASSETWHERE SERVICE LEVEL AGREEMENT

1 DEFINED TERMS

In addition to the defined terms in clause 1.1 of the Agreement, in this SLA:

Data Management Service means the ongoing data update service to ensure that the Client Data within the Solution relating to the Client's buildings, assets and services is current.

2 SUPPORT TERM

2.1 The Support and Maintenance Services will be provided for the duration of the Client's Subscription.

3 INCLUDED SERVICES

3.1 The Support and Maintenance Services for AssetWhere will be provided on Support Days only and consist of the following:

3.1.1 **User Support:** Education Horizons will provide user support via its online support logging service. Thereafter, Education Horizons will respond by email or telephone depending on the nature or severity of the support request;

3.1.2 **Bug Fixes:** Education Horizons shall exercise commercially reasonable efforts to resolve any Bugs reported to it by Client in the required manner; and

3.1.3 **Documentation:** Education Horizons will make available updated Associated Documentation to the Client, generally in the form of online help for an update or Bug fix. Release notes will describe any functional changes to the Solution.

3.1.4 **Data Management Services:** Education Horizons will provide services to the agreed allocated hours for the Data Management Services and the hours will be used for the purpose of updating AssetWhere on a quarterly basis.

3.2 In order to receive the Support and Maintenance Services, the Client must:

3.2.1 provide Education Horizons with access to the Client's Personnel during normal business hours.; and

3.2.2 ensure that its Authorised Users are adequately supervised and managed when using the Solution.

4 EXCLUDED SERVICES

4.1 Education Horizons will not perform the Support and Maintenance Services in respect of:

4.1.1 any change or modification made to the Solution without Education Horizons' consent;

4.1.2 use of the Solution other than in accordance with the Associated Documentation;

4.1.3 use of the Solution on any Equipment or in combination with other software, where applicable, except as specified in the Associated Documentation and/or the Product Agreement;

4.1.4 any change or modification made to the Client Data used by the Solution through software other than the Solution without Education Horizons' consent;

4.1.5 [remediating issues or incidents which relate to the Cloud Hosting Services;]

4.1.6 malfunctions caused by Harmful Content; or

4.1.7 anything which Education Horizons determines to be Additional Training.

- 4.2 The Support and Maintenance Services do not include services requested as a result of, or with respect to, causes which are not attributable to Education Horizons. If the Client requires these services, they will be invoiced to the Client on Education Horizons' Current Rates. For the purpose of this section, causes which are not attributable to Education Horizons include accidents, unusual physical, electrical or electromagnetic stresses, neglect, misuse, failure or fluctuation of electric power, air conditioning or humidity control, failure of rotation media not furnished by Education Horizons, excessive heating, fire and smoke damage, operation of the Solution with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications or causes other than ordinary use.
- 4.3 The following are excluded from the scope of the Support and Maintenance Services:
- 4.3.1 attendance at the Client's premises. Education Horizons may, in its discretion, deem that it is required to provide the Support and Maintenance Services at the Client's premises. In such event, the Current Rates will apply to such attendance, in addition to the Support Fee, and the Client must pay the reasonable travel and accommodation related expenses incurred by Education Horizons; and
 - 4.3.2 configuration of the Solution, which will be subject to the terms in Schedule 2.

5 CLOUD HOSTING SERVICES

- 5.1 The Client acknowledges and agrees that:
- 5.1.1 the availability of the Solution is dependent upon the Cloud Hosting Services and is not within Education Horizons' control; and
 - 5.1.2 the Service Levels in this SLA do not apply in respect of any issues, Problems or defects relating to the Cloud Hosting Services.
- 5.2 All issues relating to the availability of, and any issues, Problems or defects in, the Cloud Hosting Services are the responsibility of the relevant Cloud Hosting Services provider and will be subject to the terms and conditions and service levels which that provider has in place from time to time.