

SEQTA service level agreement

1 DEFINED TERMS

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

Problem means a cause, or potential cause, of one or more incidents.

School Education Contact means the person or persons designated as the School Education Contact by the Client from time to time, as notified to Education Horizons.

Severity Level means the severity level allocated to a support request by Education Horizons in accordance with section 6 of this SLA.

Support Hours means 6.00am and 5.00pm (AWST) on Support Days in the months between May and October (inclusive), and between 5.00am and 5.00pm (AWST) on Support Days in all other months.

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 SEQTA will be provided on Support Days and consist of the following:

3.1.1 **Operational support:** activities associated with helping Authorised Users operate the Solution. Where such support is provided on the Client's premises, this is classified as Additional Training;

3.1.2 **Corrective maintenance:** activities associated with root-cause analysis and Bug-fix isolation and resolution, including:

3.1.2.1 **Root-cause analysis:** analysis of the root causes of Severity Level 1 Problems. Problems will be reviewed to determine their root causes, measures will be taken to correct the sources of the problems; and

3.1.2.2 **Bug fixes:** the resolution of any Bugs. This includes system errors, "hung" or halted screens and unexpected results within the Solution that render it unusable for the purpose described in the Associated Documentation;

3.1.3 **Hardware, software or computer network:** faults, problems or issues of any description affecting hardware, software or a computer network is owned or operated by Education Horizons;

3.1.4 **Web-serving:** faults, problems or issues associated with any online services offered by Education Horizons, excluding faults originating from the failure or misconfiguration of the Client's infrastructure;

3.1.5 **Transition:** transition of new or modified functions in the Solution;

3.1.6 **Preventative maintenance:** analysis and prevention of potential problems with the Solution;

3.1.7 **On-call support management:** provision of a helpdesk during Support Hours; and

3.1.8 **Customisation:** customisation of the Solution where Education Horizons, in its absolute discretion, deems such customisation to be of broad interest to its customers.

- 3.2 In performing the Support and Maintenance Services, Education Horizons will:
- 3.2.1 log all information from the Client required to establish contact information and to document the nature of the issue;
 - 3.2.2 attempt to resolve issues as soon as possible via telephone and, where this is not possible, escalate support requests to the next level of support within the target resolution times in section 7 below;
 - 3.2.3 make every reasonable effort to resolve support requests;
 - 3.2.4 notify the Client of any planned disruption to the Solution at least 2 Business Days in advance of any such disruption; and
 - 3.2.5 notify the Client of any planned upgrades to the Solution that have the potential to cause disruption to the operation of the Solution at least 2 Business Days in advance of the upgrade.
- 3.3 In order to receive the Support and Maintenance Services, the Client must:
- 3.3.1 take all reasonable measures to ensure that adequate infrastructure is in place and is maintained for the delivery of web-based services including:
 - 3.3.1.1 maintaining the latest patches in respect of the operating systems and web browsers used by the Client; and
 - 3.3.1.2 complying with the Minimum Technical Requirements; and
 - 3.3.2 maintain risk assessment plans, safety management plans and evacuation procedures and provide these to Education Horizons on request.

4 EXCLUDED SERVICES

- 4.1 The following services are excluded from the scope of the Support and Maintenance Services:
- 4.1.1 services in respect of the Client's hardware, networks or internet provision or software other than the Solution;
 - 4.1.2 services in respect of read-only access to the Solution;
 - 4.1.3 Additional Training;
 - 4.1.4 remedying issues that are caused by incorrect use of the Solution by or on behalf of the Client;
 - 4.1.5 remedying issues arising from faults, inadequacies or misconfiguration of hardware, software or network systems for which the Client has responsibility;
 - 4.1.6 remedying issues or incidents which relate to the Cloud Hosting Services; or
 - 4.1.7 remedying issues that are caused by failure by the Client to provide Authorised Users with the Minimum Technical Requirements.

5 SUPPORT REQUESTS

- 5.1 Requests for Support and Maintenance Services must be raised by the Client in accordance with section 7 below.
- 5.2 Support and Maintenance Services will be provided as follows:
- 5.2.1 **general support and Bug reporting:** all such requests must be directed to the Education Horizons helpdesk via the interface within the Solution, email or telephone. The support request will be

assessed for severity by Education Horizons, following which Education Horizons' helpdesk staff will decide on an appropriate course of action and begin the resolution process in accordance with section 7 below;

- 5.2.2 **customisation and other requests:** requests for customisation and any other requests must be initiated by the Client's designated School Education Contact and directed to the Education Horizons. Education Horizons will not action any such request which has not been initiated by the School Education Contact;
- 5.2.3 **general Bug-fixing:** where there is no modification to the way Authorised Users interact with the Solution and the Solution does not need to be taken offline to perform the work, Education Horizons will notify the Client, via the School Education Contact, upon resolution of the Bug;
- 5.2.4 **upgrades and modifications:** Education Horizons will notify the Client, via the School Education Contact, prior to releasing scheduled upgrades or modifications to the Solution; and
- 5.2.5 **maintenance:** Education Horizons will notify the Client, via the School Education Contact, prior to undertaking routine maintenance that will require the Solution to be taken offline for any period of time. No such notification will be provided where routine maintenance does not require the Solution to be taken offline.

5.3 Education Horizons may, from time to time, vary the methods by which the Client must request support and/or training, by notifying the Client.

6 SEVERITY LEVELS

6.1 The criteria by which Education Horizons will allocate Severity Levels is as follows:

Severity Level	Definition
1	Interruption making a critical function inaccessible, and/or causing a severe impact on services availability/ and financial implications. There is no immediate workaround.
2	Critical functionality interrupted, degraded or unusable, having a severe impact on services availability. No acceptable workaround is possible.
3	Non-critical function or procedure, interrupted, degraded or unusable with no direct impact on services availability. An acceptable workaround is available.
4	Non - critical function or procedure, usable where no direct impact on services availability. A workaround is available. All requests for help.

7 SERVICE LEVELS

7.1 Education Horizons will attempt to resolve issues in accordance with the following Service Levels, which begin at the time the issue is reported to the Education Horizons' helpdesk by the required means.

Severity Level	SLA Target response time	Target resolution time
1	1 hour (during Support Hours only)	Within 24 hours (during Support Hours only)
2	4 hours (during Support Hours only)	Within 3 Business Days

3	Within 2 Business Days	Subject to section 7.2, as soon as reasonably practicable.
4	Within 10 Business Days.	Subject to section 7.2, as soon as reasonably practicable.

7.2 In respect of a Severity Level 3 or 4 issue:

7.2.1 if the issue principally affects the Client only, resolution of the issue may require Configuration Services to be provided; and

7.2.2 Education Horizons may determine that no action will be taken and inform the Client by email that the issue is closed.

8 CLOUD HOSTING SERVICES

8.1 The Client acknowledges and agrees that:

8.1.1 the availability of the Solution is dependent upon the Cloud Hosting Services and is not within Education Horizons' control; and

8.1.2 the Service Levels in this SLA do not apply in respect of any issues, Problems or defects relating to the Cloud Hosting Services.

8.2 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.