# SCHEDULE 2E: ENGAGE SERVICE LEVEL AGREEMENT

## 1      DEFINED TERMS

"**Active Users**" are Users who have access to the Support Centre.

"**Analyst**" is an employee and a member of the Development Team.

"**Bug**" is defined as something The Software is designed to do but which is not working. Note there are three levels of Bug severity as defined in Section 9.

"**Case**" is a support request raised on the Support Centre.

"**Certified Version**" is a released version of Software which is a maximum of two releases back from the most recent Certified Version.

"**CEO**" means Chief Executive Officer.

"**Customer**" and 'you' and your' is a customer which has entered into a contract with Double First for the provision of The Software.

"**Data Policy**" is the policy a Customer creates defining the format in which data is to be entered.

"**Data Entry Policy**" is the policy a Customer creates defining who can enter data and into which specific areas of The software.

"**Developer**" is an employee and a member of the Development Team.

"**Double First**" and 'we' and 'our' is Double First Ltd whose registered office is at Units 3&4 Andromeda House, Calleva Park, Aldermaston, RG7 8AN, United Kingdom.

"**Double First (Pty) Ltd**" is the wholly owned Australian subsidiary of Double First.

"**Engage School Management Systems (Pty) Ltd**" is the wholly owned South African subsidiary of Double First.

"**ESMS**" is Engage School Management Systems (Pty) Ltd.

"**Expert User**" is a named person within the Customer's organisation, who has been trained by Double First as an Expert User. Typically, there would be one Expert User per specific area of The Software.

"**Feature Request**" is something the User would like The Software to do but which is not currently part of its functionality.

"**Hosted SLA**" is the Service Level Agreement issued by Double First's hosting company.

"**Licence Terms and Conditions**" means the Licence Terms and Conditions as amended from time to time the current version of which applies and is available on the Support Centre website and contained in the most recently released Certified Version of The Software.

"**Major Release**" is a release which requires an installation or operational change to a Customer's installation.

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"**Remote Support**" is the required method for Double First to be able to connect to the Customer's network remotely as defined in System Specification.

"**SLA**" is the service level agreement as amended from time to time to which Double First will operate for the support of The Software and which is available on the Support Centre.

"**SMS SLA**" shall mean the service level agreement issued by the Preferred SMS Option.

"**Support Centre**" is available 24/7 to all Active Users of The Software. The Support Centre provides immediate Tier 1 support.

"**Support Services Team**" comprises a team of Double First employees which provides Tier 2 support to Active Users who have the Customer's permission to raise Cases.

"**Support Team**" is the generic term encompassing Support Services Team and Technical Support Services Team.

"**System Administrator**" is a named person within the Customer's organisation who has been trained by Double First as an extremely competent User of The Software and would have detailed knowledge of The Software to full administrator level.

"**System Specification**" is the document which specifies the minimum hardware, software, and Remote Support requirements to run The Software. It is available from the Support Centre.

"**Technical Support Services Team**" comprises a team of employees which provides Tier 3 technical support to the Support Team.

"**The Software**" is a Double First software program.

"**Unattended Access**" is where access to a Customer's server and associated databases can be made at will by the Support Teams, without the need to involve the Customer for specific access.

"**Unregistered Users**" are Users who have not registered themselves on the Support Centre.

"**User**" is someone who uses The Software.

"**Working Hours**" is defined as follows, referenced to GMT.

| | | |
|---|---|---|
| MIS (Engage, Apps, Portals) | Monday to Friday | 0001 – 2359 |
| Finance (Fees, Accounts) | Sunday to Friday | 2200 - 1700 |
| MIS/Finance | Sunday | 0500 – 1200 |

"**Working Days**" are defined as your country's standard recognised working days, i.e. Monday– Friday or Sunday-Thursday. Local Government holidays and the period between 25th December and 1st January inclusive, are excluded.

## 2 THE SUPPORT CENTRE

The Support Centre is available to all Active Users of The Software.

### 2.i The Support Centre

The Support Centre contains:

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- An extensive Knowledge Library of all Software products
- Guides and Videos
- The ability for an Active User to:
    - view the latest software updates and news items
    - view dates for user group meetings and to book attendance
    - view the latest tips, announcements and software releases
    - use the Forums
    - have access to the knowledge library for training material and videos
    - raise Cases (if permitted so to do) and view all their Cases
    - use Share Ideas
    - view many documents including the Licence Terms and Conditions
    - view the SLA
    - update their user profile
- In addition, a Customer's System Administrator and Expert Users can view all Cases raised by their Active Users, and can raise Cases on behalf of other Active Users
- The System Administrator of a Customer with a group of installations, can see all Cases raised by each of their installations, and is able to raise Cases on behalf of any User at any installation

## 2.ii   Registering on the Support Centre

Any User who has registered their details on the Support Centre becomes an Active User with full access to the Support Centre content. Depending upon the requirements of the Customer's System Administrator, Active Users may or may not be able to raise Cases.

To become an Active User, the User has first to click the Support Centre button on The Software, and when prompted, complete the following details,

- Email address*
- First name
- Last name
- Role area (choose from the dropdown list)
- Display Name

Once completed and submitted, the User is automatically registered and becomes an Active User.

It is the Customer's responsibility (and we suggest the responsibility of the System Administrator) to maintain the list of Active Users and to deactivate an Active User if that Active Users leaves the Customer's employment.

  * *Each Active User must have a unique email address to preserve the personal confidentiality of any communication with the Support Teams.*

## 3   THE ROLES OF THE SYSTEM ADMINISTRATOR AND EXPERT USERS

The key roles for a Customer's System Administrator and Expert Users, are as follows:

### System Administrator

- Acting as the key technical contact for the Support Teams.
- Responsible for the configuration and maintenance of key best practice structures, including the Data Policy, the Data Entry Policy and the day to day policy of who is responsible for which area of the program
- Responsible for ensuring the latest software release has been successfully downloaded and installed on the Customer's server, according to any instructions issued by Double First
- Adding new Users to The Software and the definition of their security access and roles
- Performing regular server and database housekeeping activities, including back-up routines

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- The notification of technical problems using the Support Centre
- Advising the Support Team whether other Users are to have permission to raise Cases

### Expert Users

- Acting as the key support contacts for the Support Team
- The resolution of problems caused by entry of incorrect information or lack of understanding
- Acting as points of contact for Users for assistance in using The Software
- Responsible for ensuring that existing and new Users are properly trained
- Ensuring Users understand the Customer's Data Policy and Data Entry Policy, and any other operational policies the Customer may have

## 4  SUPPORT PROCESSES

The support process is designed to provide support resolution services to all Active Users to meet the SLA.

This section describes the support model and processes for accessing the Support Centre.

### 4.i  The Support Model

Double First works diligently to ensure their software is easy to use, intuitive, that functionality continues to meet Customers' operational and business requirements and that faults are prevented from occurring. It is, however, inevitable that some Users will require support in their use of the system.

Under the support model, the Customer's System Administrator and Expert Users are expected to provide day to day support to their Users.

After this, Double First provides:

- "**Tier 1**" support to all Active Users through the resources in the Support Centre
- "**Tier 2**" support to all Active Users who have the Customer's permission to raise Cases

**Tier 1 Support**



**Tier 2 Support**

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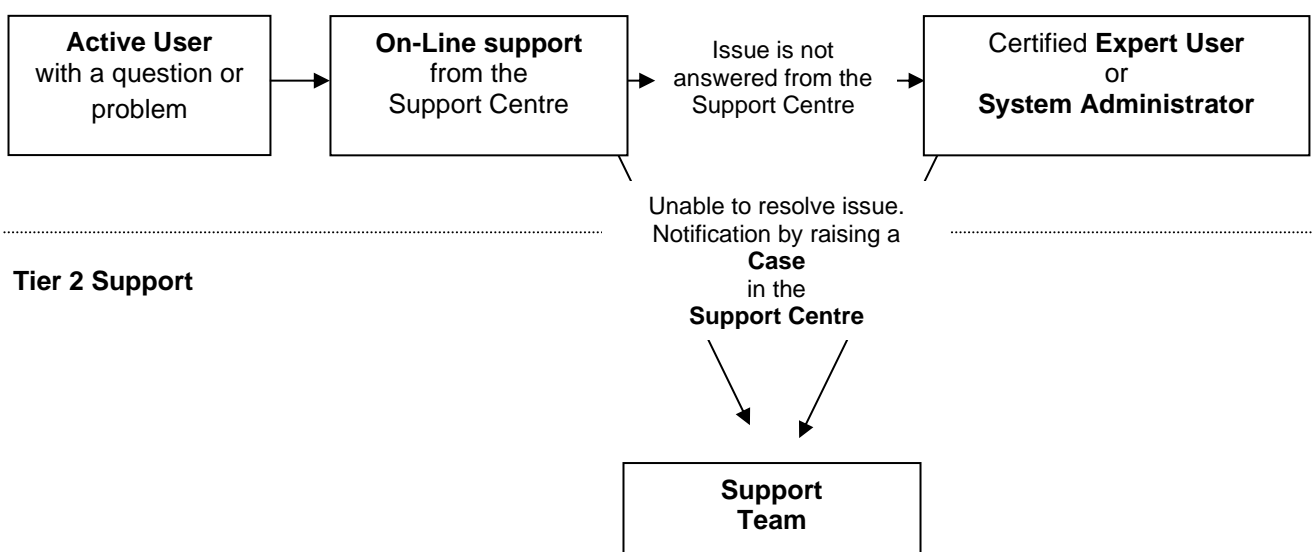
4.ii   Notification of Issues via the Support Centre

System Administrators and Expert Users and Active Users who have been authorised by their System Administrator, may raise Cases on the Support Centre.

Please note that you must be authorised by your System Administrator to raise Cases and speak with our support staff, so please check before making your call to avoid a situation where your request cannot be processed.

### Contacting the Support Centre by raising a Case

Raising a Case requests the following information, including,

- From the "Subject" dropdown menu, choose the type of help required. *For example, How do I?*
- From the "Product" dropdown menu, choose the relevant Software product and area you are interested in. *For example, Engage - Fees*
- Complete the "Details" window by writing a description of the help required
  *Tip:  The more information given, the quicker the Case may be able to be resolved.*

Note you are also requested to complete 'May the support team collect school data? without being granted permission, support may not be able to be given.

Once the Case has been logged in the Support Centre, the User will receive an email confirmation including a unique reference number which should be used in all subsequent communications.

### Contacting the Support Centre by Live Chat

Click on the Live Chat label on the right of the My Support screen and follow the instructions.

### Contacting the Support Centre by Telephone

- Internationally:  +44 (0) 1935 40 30 20; *or*
- From South Africa:  +27 (0) 10 500 6163; *or*
- From Australia:  +61 (0) 283 117 580; *or*
- From Singapore (Far East):  +65 (0) 3158 2240


### 4.iii   Helping the Support Teams to Prioritise Cases

When raising a Case, an option exists to identify it as 'Time Sensitive'. This requests the Support Team to consider prioritising the Case.

In ticking the 'Time Sensitive' option, a 'Time Sensitive Reason' must be selected from a list of options.

Finally, 'Time Sensitive Notes' are added to assist the support teams to prioritise the Case accordingly.

If the detail provided does not appear to warrant a more rapid reply than other Cases, the Support Teams may re-prioritise the Case.

### 4.iv  Progressing Cases

Progress and communication will be managed from our Support Team once a Case has been raised. The possible stages include,

- **<span style="color:blue">Open</span>** - Case has been logged in the Support Centre and is waiting to be assigned. Every effort will be made to respond as quickly as possible

- **Triaged** – We have picked up your case and performed an initial assessment.  We may ask you for additional information or consent at this point.  We will assign a priority to help us ensure that the most urgent cases are dealt with first.

- **Work In Progress** - Case has been assigned to a team member and is in progress. Every effort will be made to provide a fix as quickly as possible

- **<span style="color:red">Awaiting Customer Response</span>\*** - Additional information is required from the User in order to solve the issue

- **Awaiting Fix** - The Case is a Bug and is seen as requiring development. The Case enters a phase where it is pending the fix and the Customer will be notified by e-mail, and the Case closed, when the Bug is fixed, along with the release build (i.e. 2014.11)

- **Awaiting Internal Assistance** – The Case is being escalated internally to another team member for assistance. This could be to get a second opinion, or because more specific skills are required

- **Transferred** – Your case has been transferred to a different support team.  Typically this will happen when the issue relates to an underlying technical problem or if assistance is required from our Development Team.

- **<span style="color:blue">Reopened</span>** - The Case is being reopened (typically by an Active User), because the solution has not worked

- **<span style="color:green">Solution Suggested</span> \*** - A solution has been suggested for the issue. The Support Case are waiting for the Customer to test the solution and feedback

- **<span style="color:green">Resolved</span> \*** - This Case has been solved (closed Case)

\* The SLA does not run for these stages given the Support Teams are waiting for communication from the Customer before being able to progress the Case.

As the Case progresses through its various stages, progress messages and queries will be added by the Support Team. All appropriate changes are automatically emailed to the User keeping them fully informed.

All Cases raised by a User are able to be reviewed at any time in the Support Centre.

### 4.v  Operational Requests

Some Operational Requests are processed outside the Support Team. For example,

- Training – The Case will be closed, and this is progressed to the Implementation Team who will contact the Customer to book training
- Listing/Report alteration and creation – This will be progressed to the Technical Support Services Team, and the Customer will be notified of the process

### 4.vi  Feature Requests and Bugs

The Support Team will raise the issue of a Feature Request or a Bug to an Analyst for review.

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**Feature Request**

An Analyst or Developer will make an initial assessment of the request and may need to be in contact with the User to establish the precise reasoning, scope and need.

If the Feature Request is determined to be a generic enhancement to The Software, the User will be asked to add the idea to the Share Ideas portal. The idea can then be considered for addition to the Development Plan by a community of reviewers and the User will be able to monitor the progress of their idea through the Share Ideas portal.

Any other potential options including workarounds, will also be detailed for the User.

There may be a situation where the enhancement is already planned, and the User will be told an approximate time of release.

**Bug**

If the issue is found to be a Bug, the SLA for Bugs applies; this is defined in section 9.

## 4.vii Escalation

Double First takes all possible actions to ensure the SLA commitment is met for all Customers, and takes any failure of delivery extremely seriously.

In the rare event an escalation is required, the escalation levels for the Customer are as follows.

1. The Customer should first initially reactivate or use the same Case they have open and request escalation through the Case to the Support Team's Manager who will endeavour to respond as early as possible to the escalation request.

   At the same time, email escalation@doublefirst.com with the specific Case reference number.

2. For _emergency_ help:  Mark Tucker, Service Delivery Manager
   mark.tucker@engagesmis.com  +44 (0) 7539 473968

3. Barry Anns, CEO
   barry.anns@engagesmis.com  +44 (0) 7834 499 769

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## 5   SOFTWARE UPGRADES

### 5.i   Software Upgrade releases
Software Upgrades are planned for every month, full details of which are available on the Support Centre. These include:

- A list of new Features and their benefits to the Users
- Enhancement to existing features
- Correction of any Bugs

### 5.ii   Major Releases
On occasions, Double First releases a Major Release which requires an installation or operational change to a Customer's installation.

Details of a Major Release will be discussed with the Support Team well in advance of a release date. Any installation alterations required by a Major Release will be clearly identified on the Support Centre. Release Notes for Major Releases will be made available in advance and communicated through the Support Centre.

### 5.iii   Listings and Reports
The following conditions are applicable where the Customer is using Double First created Listings and Reports,

- Where Double First has developed and/or customised reports on behalf of the Customer, Double First will ensure those reports are maintained and working as designed and specified
- Where the Customer has developed, customised or produced their own reports using non-Double First employees, those reports shall be the responsibility of the Customer. If support is requested, any necessary work will be quoted in advance

## 6   PREREQUISITES FOR THE PROVISION OF SUPPORT AND MAINTENANCE

The provision of support and achievement of SLA timescales is dependant and conditional on:

- The ability to utilise a Customer's Remote Support connection to accelerate analysis and identification of defects.

    **Note:**
    a. Without Unattended Access, Cases which require the support teams to access the Customer's server to investigate The Software and its associated databases, may suffer delays whilst the Customer arranges access.
    b. This is particularly relevant given the support teams' extended Working Hours whereby Cases might be able to be resolved whilst a school is closed.
    c. Remote Support is detailed in the System Specification document, available from the Support Centre

- The use of a Certified Version of The Software.
- The availability of the Customer's System Administrator and Expert Users. Note that if changes occur within these personnel, it is the Customer's responsibility to update the Support Centre.
- Access to the School's data requires permission to be granted for each raised Case. If a school does not grant access to its data, the support teams will be unable to assist if access to their data be necessary.  We will ask you to provide two consents and to confirm that you are authorised to provide such consent:
    a. Consent to securely connect to the system to which the support case relates to perform diagnostics and/or take action to resolve the case.
    b. Consent to securely transfer data, Engage software, configuration information and logs to Double First Ltd. networks and servers to perform diagnostics and/or take action to resolve the case.

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The Support Centre does not cover,

- Support of any internet services offered by another provider
- Support of any hosting services offered by another provider
- Support for any SMS services provided by another provider

where the service level agreement(s) of those providers takes precedence.

For full details of the Hosted SLA and SMS SLA, refer to The Software's Licence Terms and Conditions.

## 7 TRAINING AND CERTIFICATION

### 7.i On-site or Remote Training

Double First delivers training either on-site or remotely.

On-site training is often used to put a face to Double First and to bring confidence to staff inexperienced in education management software.

Remote training requires less notice period to be arranged, can deliver shorter courses to fit with schools' requirements and is an excellent way to increase staff knowledge in a concentrated format.

Remote training is particularly good when a refresher session is required.

If you are confused or feel you need advice on the best training method, our Implementations team will be happy to discuss this further with you.

### 7.ii Booking Training

Double First will always seek to accommodate a Customer's request for specific dates. Please bear in mind that at some times in the school calendar there is an abnormal demand for training. These would typically be:

- The new Academic term when a number of new staff have joined
- Examination time
- Academic year roll-over
- Fee Billing run
- Payroll year-end

It is important for a Customer to pre-plan their training requirements. To ease training congestions, please refer to On-line Training in the next section.

### 7.iii On-line Training

There is a considerable resource of free on-line training, available to all Active Users in these formats:

- Knowledge Library which contains thousands of questions and answers
- Videos
- Training resources and User Guides

Videos are typically used to train and remind Active Users in areas of the program they use infrequently such as academic year roll-over and examinations submissions.

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# 8  SERVICE LEVEL AGREEMENT DEFINITIONS

The SLA table below details and defines the different levels of service to be expected.

Support does not extend to Third Party hardware and software although Double First will work collaboratively with third party vendors to resolve issues within the terms of the SLA. It is in everybody's interest that the Customer does not suffer as a result of vendors not working together and Double First understands this.

For the avoidance of doubt, collaborative working with third party vendors excludes any site visits or involvement of Double First's Developers. In the event that a site visit is required and/or the involvement of Double First' Developers is required, Double First will proceed on a time and expenses basis, having first received the Customer's agreement.

Service failures consequent to failures of Third Parties or initiated by the Customer will not be included within the performance statistics specified within this SLA. Examples of such failures include, but are not limited to:

- Force majeure
- Failures or inadequacies of external network connectivity
- Failures of connectivity to applications elsewhere on the Customer network
- Failures or inadequacies of connectivity to the Internet, whether total, partial or due to poor performance
- Faults resulting from the malfunction of the Third Party operating system software which has been supplied by the Customer by companies other than Double First
- Service stopped at the request of the Customer
- Virus or other malicious attacks on the Customer network
- Remote Support access to the Customer's network not meeting the System Specification
- Customer interference with The Software and/or its database
- Customer failure to configure or use The Software correctly

Double First will endeavour to support the Customer in the occurrence of any such events. However, this support is outside the terms and conditions of this SLA and may result in additional charges based on standard day rates.

The SLA is subject to change from time to time, the current version of which applies and is available on the Support Centre website.

It is accepted by the Customer that the Licence Terms and Conditions take precedence over any conflicting detail contained in the SLA.

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**9  SLA**  *(Double First's service level agreement applies when used in conjunction with the Support Centre, available 24/7/365)*

| Area | Description | Target |
|---|---|---|
| Support | Typically, "How do I...?" "What is...?" | 95% closed within sixteen working hours |
| Reports / Listings | There is a problem with one of the reports or listings in Engage | 95% closed within five working days |
| Reports / Listings (change request) | A change request is required to one of the reports or listings in Engage | A response will be made within five working days, including a quotation for delivery and cost (if applicable) |
| Reports / Listings (new required) | A new report or listing is required | A response will be made within five working days, including a quotation for delivery and cost (if applicable) |
| Data Fixes | Where a Customer's data appears to have become corrupted | A response will be made within five working days, including a quotation where applicable, for rectification |
| Bug – low priority | A low priority issue which is irritating but not stopping the User from using the product normally | Double First will fix the Bug when the next period of development is carried out in that area of Engage. There is no specific target timescale. |
| Bug – medium priority | A feature that is not working as expected but there is a workaround. The workaround may be cumbersome but the feature can be used. | A response will be made within five working days.<br><br>Correction will be released in the next but 2 releases |
| Bug – major priority | A major problem caused by a Bug in Engage causing extreme school-wide operational issues. No workaround is possible | The situation will be responded to, and evaluated, within one working day. If appropriate, a hot fix will be issued within five working days. Please note that Double First would make every effort to resolve a complete system failure in as least time possible. The Customer will receive daily communication on the status of the hotfix from a Senior employee. |
| Feature Request | A Feature Request is something a Customer would like Engage to do which is currently not part of its functionality. | The Customer will either be informed that the Feature Request is already included within planned development, or be asked to place the Feature Request on the Share Ideas portal where the community will have a chance to review and "upvote" the idea. Feature Requests that gain support will be considered for development by Double First. |
| Training Requests | A request received for on-site, remote or micro-training | A response will be made within two working days. Dates will be confirmed within 4 working days |

*Note:* A Change or Feature Request or a request for a new Listing or Report, can only be accepted from the School's System Administrator before evaluation commences.