

# Service Level Agreement (Hosted Application)

## Parties:

- (1) NORTHUMBRIA LEARNING LIMITED of 21 Ellison Place, Newcastle-upon-Tyne, NE1 8ST, Company number 4039149 (“us/we/our”)
- (2) Customer of Customer-Company (“you/your”)

## 1 Definitions

- 1.1 “**Software**” means the software supplied by us to you as a fully hosted service accessible over the internet. The application software provided as specified in the Quote Form and/or Works statement.
- 1.2 “**Application Support**” means support in respect of general application use, advice about the configuration of user options, advice about changing user details, resetting passwords and troubleshooting
- 1.3 “**Bandwidth Quota**” means the maximum number of Gigabytes permitted per month for data transfer from our servers specified in the relevant Quote Form
- 1.4 “**Disk Quota**” means the maximum amount of disk space made available to you for your materials on our servers specified in the relevant Quote Form
- 1.5 “**System Fault**” is a minor malfunction with an area of the Application Software and/or Service.
- 1.6 “**Severe Fault**” is a malfunction of an area of the Application Software or service.
- 1.7 “**System Outage**” is a condition whereby the service is unavailable due to hardware or hosting environment failure OR sustained packet loss in excess of 50% within the provider hosting facilities for at least fifteen consecutive minutes due to a failure of the provider to provide hosting services during such period. System Outage does not include packet loss that does not exceed 50% or network failure due to scheduled maintenance. System Outage also does not include inherent problems with the applications we have installed or general Internet service failure or attack of Internet infrastructure which is beyond our control.
- 1.8 “**Northumbria Learning Website**” means our main website at “http://www.northumbrialearning.co.uk”.
- 1.9 “**Mission Critical Fault**” is either; a condition of site inaccessibility, or identification of a security issue relating to the Service or a situation in which an area of the Application Software becomes inaccessible.
- 1.10 “**Catastrophic Event**” is a datacentre disaster/calamity (explosion, fire, flood etc..) over which we have had no control resulting in loss of service and partial or total loss of service hardware.
- 1.11 **Terms and Conditions** means the terms and conditions supplied by us to you attached together with this service level agreement pursuant to the provision of the Service
- 1.2. Capitalized terms appearing in this service level agreement shall have the same meaning as those given in the Terms and Conditions

## 2 Service Objectives

- 2.1 The Service is geared towards end-users; you need to provide internet access but do not require a full IT team. We do not expect you to have system administration expertise; this agreement therefore deals with ‘application’ and ‘technical’ support that enable you to manage the application on behalf of your institution.
- 2.2 We shall provide you with access to a fully hosted version of the Application Software via a secure and efficient hosting environment.
- 2.3 We are responsible for installation and configuration of the Application Software and the supporting software as required for the Service.

## 3 Hosting Service Availability

- 3.1 The hosting environment shall normally be available twenty-four (24) hours a day, seven (7) days a week, with a 99.7% uptime guarantee.

99.7% uptime means that for 99.7% of the time during any calendar month the Hosting Services provider shall be available.

- 3.2 The hardware, software and network are monitored and maintained and shall normally be accessible, in accordance with industry standards, except for scheduled maintenance and required repairs.
- 3.3 The customer shall be notified in advance, usually no less than one week, by email and/or an announcement within the Application Software of any scheduled maintenance and/or expected downtime.
- 3.4 Service data is backed up daily (Mon – Sun) should a partial or full system recovery ever be necessary. Where a system fault has occurred and recovery of the system is necessary we will restore the system using the most recent backup. In most cases data will be no more than one day old. For catastrophic events recovery of the system will include a restore using data no older than one week.

## 4 Disk Quotas

- 4.1 You will be issued with a Disk Quota which you shall not exceed without our consent. You will be notified by email or via the Application Software if you exceed your Disk Quota allowance.
- 4.2 Additional disk space may be purchased from our sales team.

## 5 Bandwidth Quotas

- 5.1 You will be issued with a Bandwidth Quota which you shall not exceed without our consent. You will be notified by email or via the Application Software if you exceed your Bandwidth Quota allowance.
- 5.2 Additional bandwidth may be purchased by contacting our sales team.

## 6 Service Credits

- 6.1 Where system outage occurs you shall be awarded the following service credits:
  - 6.1.1 One to four hours of continuous System Outage provides a half day of service fees credited (i.e., 1/720 of annual customer fees)
  - 6.1.2 Four to 48 hours of continuous System Outage provides one day of services fees credited ( i.e., 1/360 of annual customer fees)
  - 6.1.3 48 to 96 hours of continuous System Outage two and a half days of service fees credited (i.e., 1/144 of annual customer fees)
  - 6.1.4 Each block of 96 hours of continuous System Outage thereafter shall be credited five days of service fees.
  - 6.1.5 All Service Credits shall be subtracted from the next client payment to us.
- 6.2 If a System Outage occurs you will be notified via a web status page, and/or by email. This notice will include:
  - 6.2.1 The reason for the System Outage (if available) and
  - 6.2.2 Estimated time for restoration of Services (if available)
- 6.3 We will promptly commence remedial activities and use reasonable efforts to resolve the System Outage within the time estimate provided to you.
- 6.4 Following recovery from the System Outage we will publish a post-incident summary on our website that will include:
  - 6.4.1 The cause of the System Outage (if determined);
  - 6.4.2 The method used to correct the problem; and
  - 6.4.3 The measures that will be taken to prevent a similar System Outage in the future (if any).

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### **7 System Faults**

- 7.1 Notification of known 'system faults' is available 24/7 via our Northumbria Learning Website.
- 7.2 Advanced automated monitoring and tracking software may provide system restarts, email and other notifications of progress in response to system faults.

### **8 Application Support**

- 8.1 Application Support is only available if it has been specifically requested and included on the Quote Form. It is not provided by default.
- 8.2 Application support is available within normal working hours (9am – 5pm, Monday to Friday) by help desk, phone or email.
- 8.3 The amount of support (in hours) provided per month is defined on the Quote Form. You will be notified by email or via the Application Software if you exceed your Application Support allowance.
- 8.4 The minimum recorded time for any phone conversation is five minutes.
- 8.5 Additional support may be purchased by contacting our sales team.