

General Service Level Agreement

This General Service Level Agreement (May 2018) supersedes all previous representations, understandings or agreements and shall prevail notwithstanding any variance with agreements of any order submitted.

1 Introduction

The Service Level Agreement ("SLA") is an integral part of your contract with LearningBook. It is designed to protect Customers against unscheduled outages and sets the standards to which we operate.

1.1 Interpretation: in this SLA, the following expressions will have the following meanings unless inconsistent with the context:

"Company"	LearningBook Ltd (registered number 08030490);
"Customer"	the person(s), firm or company whose order for the Service is accepted by the Company;
"Live Service"	the chargeable period post acceptance and authorised solely by the Company;
"Live Time"	the period from 09:00hrs to 17:00hrs Monday to Friday excluding public holidays;
"Service(s)"	any services which the Company provides to the Customer (including any of them or any part of them) under a Contract;
"Service Point"	the place at which the Services are to be performed as specified in the Company's acknowledgement of order;
"Terms and Conditions"	the standard terms and conditions of sale set out in the LearningBook's Terms and Conditions together with any special terms agreed in writing between the Customer and the Company as specified on the front of the acknowledgement of order;
"Service Level Agreement" or "SLA"	the standard Service Level Agreement set out in this document, together with any special terms agreed in writing between the Customer and the Company as specified in the acknowledgement of order.

2 General Support Information

This section tells you about the support guarantees included in your Service Level Agreement.

2.1 Customer Support Services

All Customer support requests should be logged online through the LearningBook website or by email. Customers unable to log calls online can contact support using the Company's support lines which are open between 09:00 – 17:00 Monday to Friday (excluding bank holidays).

All support requests (phone and online) are logged, categorised and then dealt with in order. The service levels provided for each call category are listed below:

2.1.1 Standard Support Requests All support requests logged online or via email that are covered in your contract will be responded to within 1 hour during Live Time. All other support requests will be dealt with on the next business day.

2.1.2 Bespoke Support Requests Are requests that are not covered in your Company Proposal. Bespoke support requests may be chargeable and SLA's for the standard support request do not apply.

3 System Availability Information

This section tells you about the system availability guarantees included in your Service Level Agreement.

3.1 Uptime Guarantee

Your uptime guarantee includes all equipment and infrastructure within the Company's jurisdiction, excluding the SmartTablets, your local client equipment and Wi-Fi and Internet connectivity.

Standard Services The Company guarantees that unless otherwise stated, standard services will be available 99.95% of the time classified as Live Service.

3.2 Scheduled Downtime

Scheduled maintenance, which may occur from time to time for necessary technical reasons, will only be carried out between 19:00hrs and 08:00hrs Monday to Sunday. The Support Team will endeavour to give at least one week's notice to all affected Customers in advance of the scheduled downtime. The Company reserves the right to waive this notice period in exceptional technical circumstances. In the event of Scheduled downtime, SmartTablets will still continue to work and capture observations but they cannot be uploaded until the maintenance windows have completed.

4 System Recovery

System recovery is the ability to restore your Services in the event of a Platform failure. System recovery service levels are split into Recovery Time Objective (RTO) and Recovery Point Objective (RPO). This section explains the RTO and RPO included in your SLA with the Company.

4.1 Standard Services

All LearningBook's standard services are designed to meet the following Recovery Point Objective and Recovery Time Objective.

4.2 Recovery Point Objective

System	Recovery Point Objective
Observation Data	<24 hours
Media Data	<24 hours

4.3 Recovery Time Objective

System	Recovery Time Objective
Observation Data	< 24 hours
Media Data	< 24 hours

5 Backup

This section explains the guarantees regarding data backup used for System Recovery which is included in your Service Level Agreement.

5.1 Backup:

A full backup of Live Customer Data is taken each month to on-site storage media, overwriting the previous full backup. Incremental/Differential backups are taken every 24 hours to on-site storage and retained for a period of 30-days.

Force Majeure (Acts of God)

The Company will not be liable to the Customer for any failure or delay or for the consequences of any failure or delay against the SLA, if it is due to any event beyond the reasonable control of the Company including, without limitation, acts of God, war, industrial disputes, protests, fire, tempest, explosion, an act of terrorism and national emergencies and the Company will be entitled to a reasonable extension of time for performing such obligations.