

Arbor Service Schedule – SMS Service

(the “Service”)

Introduction

This Service Schedule describes the Service the relevant Arbor entity as identified in a Sales Order provides and details the Institution’s responsibilities in relation to this Service. The Service Schedule forms part of the Contract between the parties and is subject to the terms of the Arbor Master Terms set out here: [Master Terms](#) deemed to be accepted by the parties and the parties agree to be bound by such terms (unless in each case a separate written agreement has been entered into by such parties). Unless otherwise specified, all terms used within this document are in accordance with the terms to be found in the Master Terms (subject to any variations set out in the Sales Order).

The Service description is set out below together with the related material tasks and responsibilities.

Scope of Service Schedule

The Institution acknowledges that this Service Schedule relates only to SMS Services.

Service Overview

Access to the software as a service (SAAS) feature: **SMS Subscription** (in the Arbor MIS platform) and/or **SMS Bundles**.

SMS Service is a messaging service that provides Institutions with a convenient and cost-effective way to maintain essential communication with staff, students, and guardians. The functionality can be purchased in different ways, for example via an SMS Subscription (subject to a Sales Order) or on an ad hoc SMS Bundle basis.

Institution is advised that the SMS Service is made available subject to all users complying with the terms and acceptable use policy of the underlying service providers (see Twilio AUP – available here [\[AUP\]](#) and Vonage AUP - available here [\[AUP\]](#)). In the event of non-compliance by an Institution or its users (including third party users) the service may be terminated or suspended, and Institution shall, subject to the Agreement, be liable for any damages as outlined in the relevant AUP.

SMS Subscription is available (subject to payment of the relevant Fees) to all Institutions subscribing to Arbor MIS once the test phase is completed.

Service offering

A. Standard offering

The SMS Service Is subject to the Customer Experience Charter and support terms.

B. Non-Standard offering

Not Applicable

C. Roles and Responsibilities

Arbor shall provide the Services subject to the Arbor Master Terms and in accordance with the Customer Experience Charter where applicable.

Service Levels

Response Times

Response times shall be based on the level of severity of any issue that may occur; and are set out in the Customer Experience Charter available here [Customer Experience Charter](#)

1. Delivery Matters

Fees

SMS Subscription:

1. When the Institution first purchases SMS Subscription they will have their credits and cost prorated to the annual Arbor MIS licence review date.
2. The Institution will be invoiced for the prorated amount that takes them up to the annual review date.
3. After the prorated amount the Institution will be billed annually for their SMS Subscription at the same time as their Arbor MIS licence subscription.
4. SMS Subscription will automatically renew at the end of the invoice term.
6. The Institution will automatically be alerted when it has 1,000 credits left of its fair usage allowance, and again when it has 150 credits left. The Institution's Account Manager will also be alerted.

7. Once the Institution hits the fair usage limit, the Account Manager will be alerted. To continue using the SMS Service the Institution will have to buy SMS Bundles until its annual review date when its SMS Subscription will be renewed.
8. Please note SMS Subscription may not be purchased during Arbor MIS trial - instead SMS credits are available for purchase via SMS Bundles until the trial period is over and the Arbor MIS is fully live.
10. No discounts apply to SMS Subscription – Fees are as set out in the Sales Order.
11. SMS costs are reviewed at least annually and are subject to change.

SMS Bundles: may be purchased on a pay as you go basis within the Arbor MIS at any time.

User Requirements

N/A

Delays/changes

Institutions can only cancel SMS Subscription at the end of each subscription year, by giving 90 days' notice to expire before the annual renewal date by writing to account-managers@arbor-education.com.

2. Assumptions and Exceptions

Service delivery may be affected if the following occur below. Where relevant and to the extent any Service levels set out herein are impacted by the below, Arbor will not have any liability as a result.

- (a) It is the Institution's responsibility to ensure they have the appropriate subscriptions and licences as required to benefit from the Service including any matters set out in the User Requirements. The costs of such licences and subscriptions are not included in the price of the Service as set out in this Service Schedule unless otherwise provided in the Contract.
- (b) Arbor is not responsible for any failure of any component for which Arbor has no control over, including but not limited to electrical power sources, networking equipment, computer hardware, computer software or website content provided or managed by the Institution.
- (c) Where the Service is disrupted or not available due to:

1. the Institution's failure to adhere to Arbor's implementation, support processes and procedures
2. changes initiated by the Institution whether implemented by the Institution or by Arbor on its behalf
3. the Institution exceeding system capacity
4. the acts or omissions of the Institution and/or its employees, agents, contractors or otherwise, including anyone gaining access to Arbor's network, control panel or to the Institution's website at the Institution's request
5. any failure of local access facilities provided by the Institution
6. any periods of scheduled maintenance or emergency maintenance
7. a force majeure event, or any event or situation (such as viruses or otherwise) not wholly within the control of Arbor
8. unauthorised users or hackers, or due to any violations of Arbor's Terms of Use.

Terminology

Unless otherwise specified, capitalised terms used in this Service Schedule shall bear the same meanings as those used in the Master Terms unless otherwise expressly stated herein.