

Supplemental Terms

Service Credits

The provision of Service Credits is subject to these Supplemental Terms. All initial capitalised terms in these Supplemental Terms shall have the meaning given to them in the Conditions.

1. Interpretation

The following definitions and rules of interpretation apply in these Supplemental Terms.

1.1 Definitions:

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| Available | the System, including both Arbor MIS and Arbor MIS for Groups and MAT (but excluding any Third Party Integrations) is working and functional for use by an Institution. |
| Expected Outage | any period of planned downtime where the System, or any part of it, will be not be Available to a maximum of 2 hours. |
| Institution Fault | any of the following causes: <ul style="list-style-type: none">(a) any improper use, misuse or unauthorised alteration of the System by the Institution;(b) any use of the System by the Institution in a manner inconsistent with the then-current Documentation;(c) the use by the Institution of any hardware or software not provided by us or approved by us for use by the Institution in connection with the System;(d) a failure between the Institution's computer(s) and the internet; or(e) the Institution's action or inaction, or any action or inaction of the Users or the Institution's other suppliers. |
| Parameters | when System Availability is breached on 2 (two) or more occasions within consecutive months. |
| Service Credits | as calculated in paragraph 3.1. |
| System Availability | the System being Available 99.8% of Working Hours during Term Time, calculated as an average for all Institutions in any calendar month, and as determined by our monitoring service. |

2. System Availability

We will use our reasonable endeavours to maximise uptime and ensure the System Availability during the Licence Period. For the avoidance of doubt, availability of Services offered by a Third Party that complement the System, including Third Party Integrations, shall not be taken into account in calculating System Availability.

3. Service Credits

3.1 Subject to paragraph 3.2, the Institution may make a claim for Service Credits if:

- 3.1.1 we fail to ensure the System is Available in accordance with the System Availability; and
 - 3.1.2 the failure occurs outside the Parameters.
- 3.2 Service Credits shall not be provided where System Availability is detrimentally affected due to:
- 3.2.1 Institution Fault;
 - 3.2.2 subcontractors' routine or emergency maintenance;
 - 3.2.3 Third Party Integrations;
 - 3.2.4 Expected Outage's, provided it is communicated to an Institution no less than 12 hours in advance of such downtime, and the work is performed outside of Working Hours; and/or
 - 3.2.5 factors outside of our reasonable control, including acts or omissions of any other third party or emergency maintenance.
- 3.3 Service Credits are calculated as follows:
- A - B = C
- A = the number of minutes the System is not Available in accordance with the System Availability
B = minutes attributed to any of the exclusions in paragraph 3.2
C = the total number of minutes the System is not Available, which would attract Service Credits and in calculating the Service Credits, each minute of downtime equates to one hour.
- A worked example being:
- In January and February, the monthly average System Availability levels for Institutions falls below 99.8%. In January, this equated to three minutes, and in February, three minutes. As this falls within the Parameters, the Institution would be entitled to make a claim for Service Credits.
- Of those six minutes, four of the minutes were due to failures in Third Party Integrations. Therefore, subject to paragraph 3.5, the Institution may make a claim for Service Credits for the two minutes of downtime. In this instance, the two minutes would be converted to two hours in order to work out the total number of Service Credits due to the Institution, as below:
- $C * D = \text{Service Credit due to the Institution}$
- C = the total number of hours (as converted from minutes)
D = the average hourly licence fee payable by the Institution in the calendar month the downtime occurs.
- A worked example being:
- If the total number of hours is 2, and the average hourly licence fee is £50, the total Service Credit due to the Institution in their next invoice is £100.
- 3.4 The parties acknowledge that each Service Credit is proportionate when considering the Institution's legitimate interest to ensure that the System is Available.
 - 3.5 The maximum number of Service Credits an Institution may claim in the Licence Period is 24 hours.
 - 3.6 The provision of a Service Credit shall be an exclusive remedy for any particular System Availability failure.

4. How to claim a Service Credit

- 4.1 The Institution must make a claim for a Service Credit within 30 (thirty) days of the failure in System Availability by writing to us. Failure to do so will result in the Service Credit being void.
- 4.2 In order to make a claim, the Institution must contact us by email: account-managers@arbor-education.com
- 4.3 We will check System Availability and either confirm that the Institution may claim a Service Credit, or, at our sole discretion, deny the request.
- 4.4 If a Service Credit is due to an Institution, it shall be applied to the next invoice raised. Using the earlier example, if the Institution is entitled to Service Credits which amount to the value of two hours of System Availability (due to two minutes of downtime), the Fee will be reduced accordingly in the invoice by £100.