

## Service Level Agreement

This Service Level Agreement (“SLA”) covers availability commitments for PebblePad (Software) and is made between Pebble Learning. (“Provider”, “we”, “us”, “our”) and you (“Client”, “you”).

This document may be updated from time to time, and will be located online at <https://www.pebblepad.co.uk/contractdocs.aspx>. Clients are responsible for checking this document, as notifications of updates will not be made.

### Availability Commitment

We offer an uptime availability commitment of 99.9% during any annual period. We shall use commercially reasonable efforts to make the Software available and to achieve this commitment level.

Where in any annual period we fail to meet our availability commitment you will be entitled to a refund in the form of service credit. The amount of service credit due shall equate to 1% of license fees paid in the annual period for every 0.1% of unavailability, measured across the whole annual period. The annual period commences on the start date as set out in the organisation’s PebblePad license agreement and a new period will commence on the anniversary of the start date. The maximum refund in any annual period will be 20% of the license fees paid in the annual period.

If the Customer has been using the Service for less than 365 days, the preceding 365 days will be used, but any days prior to Customer’s use of the Service will be deemed to have had 100% availability. Any unavailability occurring prior to a credit cannot be used for any future claims.

### Inclusions and Exclusions

This commitment includes the Software and the Pebble Learning hosting (“realm of reasonable control”) architecture. This commitment excludes circumstances beyond our reasonable control, including (without limitation):

- Outages elsewhere on the Internet that hinder access to your service
- Acts of any government body
- War
- Insurrection
- Sabotage
- Strike or other labour disturbance
- Interruption of or delay in transportation
- Fire
- Flood
- Embargo
- Armed conflict
- Unavailability, interruption or delay in telecommunications or third party services not appointed by Pebble Learning directly
- Other issues outside the direct control of Pebble Learning



The availability commitment does not cover periods of work agreed with you that requires a period of unavailability, for example the service being taken offline to facilitate the integration of PebblePad with your systems. Excluded from the availability commitment and calculations are any scheduled outages, standard maintenance windows and force majeure events.

### **Claiming Compensation**

You must notify us of becoming aware of a possible unavailability incident. Upon opening a support ticket, we will ascertain whether the problem exists within our realm of reasonable control. If the problem is within our infrastructure, we will measure unavailability from the time we were notified of the incident to the time that the incident has been resolved.

To be eligible for compensation under the Availability Commitment, you must notify us in writing within thirty (30) days of becoming eligible for such a claim. You should contact our personnel via telephone to confirm receipt of your claim if you have not received confirmation from us within 48 hours of sending your claim. Any refund payments will be made within 30 days of the end of the current annual period.

Your sole and exclusive remedy for failure to achieve the Availability Commitment is for Pebble Learning to provide a service credit as provided in this Service Level Agreement.