

Service Level Agreement (SLA)

GPRSiS Software Services

By
Cantium Business Solutions Limited

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Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between Cantium Business Solutions Limited and Customer for the provisioning of GDPRiS software services required to support and sustain the product or service throughout the duration of the contract.

This Agreement will continue unless revised by Cantium Business Solutions to ensure compliance with legal and commercial developments throughout the duration of the contract.

This Agreement outlines the parameters of all services covered, as understood by all parties and are accepted in accordance with Cantium Business Solutions General Terms of Sale (which can be found at www.cantium.solutions).

Together with the Order and the General Terms of Sale this document provides a binding agreement between both parties.

If it is found that there is an inconsistency between this Agreement and the General Terms of Sale, then detail as defined within this document will take precedence.

Goals & Objectives

The purpose of this Agreement is to ensure that all elements and commitments are in place to provide a consistent service, support and delivery to the Customer by Cantium Business Solutions.

The objectives of this Agreement are to:

- Define the service / product that the Customer is purchasing
- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the Customer.

Stakeholders

The following Service Provider and Customer will be used as the basis of the Agreement and represent the primary stakeholders associated with this Agreement:

Service Provider: Cantium Business Solutions
Customer: Customer (“Customer”)

Cantium Business Solutions reserve the right to support this contract through third party sources where appropriate. System operators employed by Cantium Business Solutions may be changed by from time to time at their discretion. This is to promote Cantium Business Solution’s goal to provide customers with value for money services.

Periodic Review

This Agreement is valid for the term of the contract as outlined in the Order Form and is valid until further notice. This Agreement may be reviewed at a minimum once per financial year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

Contents of this Agreement may be amended by Cantium Business Solutions as required and communicated to all affected parties through publishing on our website.

Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

Service To be provided

The following Services are covered by this Agreement;

- **GDPRiS software provision**
- **Training to use the software**
- **Associated resources**
- **Data protection training courses**
- **Software support**

Customer Responsibilities

- It is the customer's sole responsibility to ensure that their data is kept up to date at all times.
- The optimal use of the platform provided by GDPRiS depends on the hardware and software used by the customer. Computers, routers, data communication etc. must meet the requirements for the platform to run efficiently.
- The customer shall establish, at its own cost, a data connection via the internet between the workstations and their chosen internet browser to access the GDPRiS platform.
- The customer is obliged to keep the log-in data provided by GDPRiS confidential from unauthorised third parties and to keep it secure from access by unauthorised third parties.
- Passwords/Login details must be changed at regular intervals.
- The Customer shall use all reasonable endeavours (including the use of reasonable technical and organisational security measures) to prevent any unauthorised access to, or use of, the GDPRiS platform, documentation or training tools and, in the event of any such unauthorised access or use, promptly notify GDPRiS and Cantium.

Service Provider Responsibilities

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service related incidents as detailed in Service Performance.
- Appropriate notification to Customer for all scheduled maintenance.

The requirements and responsibilities can be found in section Why we use your information in the Privacy Statement

<https://www.gdpr.school/privacy/>

Service Assumptions

Assumptions related to in-scope services and/or components include:

- Customers will only use the accepted ticketing platform to raise queries.
- Customers will not allow non trained personal to access the platform.
- The service does not cover out of hours support, this can be provided at an additional charge.

General Data Protection Rules

Please refer to Annex A attached for data management rules applicable to this contractual agreement.

Service Performance

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

Support Requests, Priorities and Responses

For the purpose of prioritising and escalating Support requests will be categorised as Serious and non-Serious.

Incident Severity Level Table - Support Requests

Classification	Criteria
Level 1 (Serious)	The User is unable to perform a key business function preventing further use of the service
Level 2 (Non-Serious)	The User has difficulty in completing a task, or is unable to use the service to a high efficiency level

Target Response Time Table - Support Enquiries

The target time for response to all Support Enquiries is outlined below, the target time being from notification, whether by phone call, email, web enquiry or voicemail left. All response times are measured in normal business hours. Target response and resolution times will vary depending upon the severity level.

Classification	Initial Response	Solution or Advice Offered	Case Closed
Level 1	4 hours	6 hours	12

(Serious)			hours
Level 2 (Non-Serious)	12 hours	16 hours	Within 5 business days

The following shall define the actions to be taken for Support requests:

Initial Response

We aim to contact the customer within the timeframe indicated and acknowledge their enquiry and, if necessary, issue a Support Case ID. It may not always be possible to speak immediately to a person that can address the support request.

Solution or Advice Offered

We aim to offer the advice or solution to the customer within the target time above. Where additional information is required from the customer, or a remedy needs to be tried by the customer, the first response providing advice is measured. When awaiting a response back from the customer, the time window is not measured against the target time.

Case Closed

We aim to have all cases closed within the target time indicated. On occasions, the customer may not be contactable immediately, may have to try the advice or solution offered, another process may have to be run first, or the customer may not be able to see the resolution immediately. During this period the time window is not measured against the target time.

Incident Escalation

Incidents reported to us will be escalated in line with the details below. Elapsed time represents the number of business hours that have passed since the issue was first classified by us. Resolution is deemed to have been achieved if a temporary fix is created.

- Customer Support Manager - if Level 1 or 2 cases are not resolved within 135% of target resolution time
- Senior Manager - If Level 1 or 2 cases are not resolved within 175% of target resolution time
- Director - If Level 1 or 2 cases are not resolved within 250% of target resolution time

Overall Performance

We make every attempt to meet, and indeed to exceed, the defined SLA targets on a continual basis for all of our customers. We cannot and do not explicitly promise or guarantee to always meet this SLA or to provide any form of refund, rebate or reduction in current or future charges in connection with any failure by us to meet this SLA. Failure by us to meet this SLA cannot be deemed to be a breach of contract by us.

The overall performance is measured against directly supported customers only and individual support cases of centrally contracted customers. Where individual schools which are part of a central support arrangement contact us (usually a doubled SLA) the cases will not be measured within the overall performance target.

Service Feedback

Cantium Business Solutions endeavours to make its service the best that it can always be.

We therefore encourage and appreciate all feedback you may wish to present us with, both positive and negative.

Where possible, would aim to rectify any problems you incur to a level that meets both our high expectations, although we do recognise that on occasion may not be possible. Please be assured that your feedback will be taken seriously. Often, we will be able to resolve problems face to face or by telephone. If you feel that this is not possible then you can put your feedback in writing.

Please find the link to our Compliments and Complaints Policy which details how to do this and what you can expect from us:

<https://cantium.solutions/wp-content/uploads/2019/10/Complaints-and-Compliments-Policy.pdf>

Additional Services

Cantium Business Solutions offer a complete suite of business management tools. These solutions are based around improving your cost effectiveness and efficiencies within ICT, Finance and HR business sectors.

For further details on the services we provide, please visit our website:

www.cantium.solutions

Schedule of Processing, Personal Data and Data Subjects (Annex A)

1. The contact details of the Controller’s Data Protection Officer (or representative) are on the Customer Order Form.
2. The contact details of the Processor’s Data Protection Officer (or representative) are:

 Email: dataprotection@cantium.solutions
 Post: Data Protection Officer, Cantium Business Solutions, Worrall House, 30 Kings Hill Avenue, West Malling, ME19 4AE
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Data processing details

Processing of the Protected Data by the Processor under the Contract shall be for the subject-matter, duration, nature and purposes and involve the types of personal data and categories of Data Subjects set out in this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor.
Subject matter of the processing	<p>The processing is needed in order to ensure that the Processor and its Sub-Processor(s) can effectively deliver the service(s) as outlined in the Contract and Service Level Agreement.</p> <p>Processing includes: queries and data protection incident reports in writing and over the phone</p>
Duration of the processing	<p>Processing will take place as for the period defined in the contract.</p> <p>Records will be retained by the Sub-processor (GDPR in Schools Ltd) in accordance with their privacy policy which can be found at: https://www.gdpr.school/privacy/</p> <p>Records will be retained by the Processor (Cantium Business Solutions Ltd) for upto six (6) years or no longer than is reasonably necessary in providing the service or as is required by law.</p>

<p>Nature and purposes of the processing</p>	<p>The purpose of processing is to fulfil the Processor and Sub-Processor’s obligations in delivering the service(s) outlined in the Contract and Service Level Agreement.</p> <p>This may include but is not limited to:</p> <ul style="list-style-type: none"> • Receipt, acknowledgement and response to emails and telephone requests • Provision of advice on request to support with key decision making at Board/Trust Board level • Advice and remote support with GDPR compliance • Advice and support with the interpretation of audit results generated in Staff and School Audits within GDPRiS • Advice on requests (SAR, FOI, release of education records etc) • Ensuring any data breaches are investigated and remedial actions taken • Reporting breaches to the ICO in accordance with legal requirements • Advice and support with the development of Data Protection practices and policies • Review and sign off of DPIAs • Reporting for the purposes of contract and account management and billing for the services provided
<p>Type of Personal Data being Processed</p>	<p>The types of data processed can be found in the Privacy Statement https://www.gdpr.school/privacy/</p>
<p>Categories of Data Subject</p>	<p>Data subjects may include: pupils, parents, teaching personnel, administrative personnel, management and governors of schools, suppliers, business partners, local authority personnel, customers and other related interested parties</p>
<p>Specific processing instructions for Sub-processor</p>	<p>Data will be processed by the Sub-Processor in accordance with the processes and workflows of iSYSTEMS Integration Limited developed for this contract, via the use of a ticket management programme and through access to resources and a programme available to the customers as and when necessary.</p>
<p>Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</p>	<p>In line with the contract, at the written direction of the Controller, unless a copy is specifically required to be retained by the Processor for audit or compliance purposes in performance of its obligations for up to six (6) years, the Processor will delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data</p>

Sub-processors authorised

Cantium Business Solutions Ltd. utilise the following Sub-Processor(s):

GDPR in Schools Ltd

Technical and organisational security measures

The Supplier shall implement and maintain the following technical and organisational security measures to protect the Protected Data:

- 1.1 In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with the Contract, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, the Supplier shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the GDPR.