

# Service Level Agreement (SLA)

Remote Backup

By

Cantium Business Solutions Limited

## Agreement Overview

This agreement represents a Service Level Agreement (“SLA” or “Agreement”) between Cantium Business Solutions Limited and Customer for the provisioning of an ICT Managed Service. It is designed to support and sustain the service throughout the duration of the contract.

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

This Agreement outlines the parameters of all services covered, as understood by all parties and is accepted in accordance with Cantium Business Solution’s General Terms of Sale (which can be found at [www.cantium.solutions](http://www.cantium.solutions)).

Together with the Order and the General Terms of Sale, this Agreement provides a binding contract 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 Agreement will take precedence.

## Purpose & Objectives

The purpose and objectives of this Agreement are to:

- Define the service / product that the Customer is purchasing
- Provide clear statements as to service ownership, accountability, roles and/or responsibilities.
- Present a clear and concise description of service provision to the Customer.
- Describe the service parameters against which the service will be measured and reported.

## Stakeholders

The primary stakeholders associated with this Agreement are:

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

Cantium Business Solutions reserve the right to support this contract through third party sources where appropriate. Such third parties employed by Cantium Business Solutions may be changed from time to time at their discretion.

## Periodic Review

This agreement is valid for the term of the contract as outlined in the Order Form and will continue unless revised by Cantium Business Solutions to ensure compliance with legal and commercial developments throughout the duration of the contract.

Once amended the Agreement will be communicated to the primary stakeholders through publishing on Cantium Business Solution’s 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:

- Backup data on each server or device requested by the customer.
- Individual file and complete data restore on request.
- Data Retention up to 60 days.
- All other changes will be chargeable.

## Service Management

<b>Service Desk</b>	<p>The provision of a Service Desk function providing an interface between ICT users of the Customer and the ICT department of Cantium. Contact channels will include telephone, web chat and Service Portal.</p> <p>The Service Desk will be available from 08:00 to 17:30, Monday to Friday excluding bank holidays.</p> <p>The Service Desk will manage incidents and requests (an incident is any unplanned interruption to service, such as an error preventing successful logon to a laptop. A request is classified as any call for information or advice, or for a standard change, or access to an IT service).</p> <p>Customers who log a call with the Service Desk will be informed of progress of requests for service throughout the lifecycle of the request. This will include:</p> <ul style="list-style-type: none"> <li>• Providing Customers with resolution advice as appropriate</li> <li>• Verifying successful completion of requests for service with customers</li> <li>• Monitoring customer satisfaction on the Services as provided by the Service Desk</li> <li>• The Customer will be provided with an escalation path for incidents and requests in line with agreed service targets</li> </ul>
<b>Incident Management</b>	<p>An incident management function will be available. The purpose of incident management is to restore service operation as quickly and as efficiently as possible, minimising disruption to service. This includes:</p> <ul style="list-style-type: none"> <li>• Pro-active detection and recording of incidents</li> <li>• Classification and initial support</li> <li>• Investigation and diagnosis</li> <li>• Resolution and recovery</li> <li>• Incident ownership, monitoring, tracking, and communication.</li> </ul> <p>See the incident management table for full details.</p>

<b>Problem Management</b>	<p>A ‘problem’ is classified as the cause of one or more incidents. A problem management service will be available which aims to prevent problems and resulting incidents from occurring, eliminate recurring incidents, and to minimise the impact of incidents that cannot be prevented.</p> <p>This will include:</p> <ul style="list-style-type: none"> <li>• Prevention and avoidance of problems</li> <li>• Trend identification and analysis</li> <li>• Facilitation, co-ordination and completion major problem reviews.</li> </ul>
<b>Change Management</b>	<p>Cantium change management enables changes to be made to the Backup service and infrastructure with minimised disruption to services.</p> <p>This will include:</p> <ul style="list-style-type: none"> <li>• Raising and recording changes</li> <li>• Assessing the impact, cost, benefits, and risks of proposed changes</li> <li>• Ensuring the appropriate authorisation of change</li> <li>• Management and co-ordination of the scheduling of change</li> <li>• Monitoring and reporting on change activity</li> <li>• Closure and review of change requests</li> </ul>
<b>Release Management</b>	<p>The release management service plans and co-ordinates the implementation of changes to the Cantium Backup environment.</p> <p>This will include:</p> <ul style="list-style-type: none"> <li>• Release design build and configuration</li> <li>• Release authorisation</li> <li>• Rollout/implementation planning</li> <li>• Deployment and reversion testing</li> <li>• Release and distribution of software and hardware as applicable</li> </ul>
<b>Desktop Support</b>	<p>Support is provided for the backup client installed on end user devices.</p> <ul style="list-style-type: none"> <li>• Support will be provided using remote access wherever possible.</li> <li>• On-site support is provided where remote support is unable to resolve the issue and the issue has a significant impact for the customer.</li> </ul>

## Backup Service

<b>Setup</b>	<p>On contract commencement, Cantium will:</p> <ul style="list-style-type: none"> <li>• Install and configure software on each server and device requested by the customer.</li> <li>• Files and folders selected for backup will be agreed with the customer.<sup>1</sup></li> <li>• Cantium and the customer will agree an upper limit for the total amount of data to be backed up. Cantium will contact the customer should the backup reach the limit to discuss options, such as purchasing more space or ways to reduce the size of the backup.</li> <li>• The backup client on each device will be configured to backup between 17:00 and 06:00 Monday - Friday.</li> <li>• Data will be encrypted and sent to Cantium's or third-party suppliers data centres via secure internet connection.</li> </ul>
<b>Backup Service</b>	<p>The provision of the backup service will include:</p> <ul style="list-style-type: none"> <li>• Backups will be scheduled to run Monday - Friday 17:00 - 06:00</li> <li>• Automatic email will be sent to the customer at backup completion each day. (Please see Customer responsibilities)</li> <li>• Daily Backup checks Monday - Friday excluding public holidays</li> <li>• Mitigation to correct any failures either remotely via the software or by connecting to the customer device.</li> <li>• Restart any backups that have failed to run</li> <li>• Backups and daily checks will continue during school holidays.<sup>2</sup></li> <li>• Cantium will provide plug-ins for Capita SIMS (including FMS and Discover), Windows system state and SQL databases. These provide additional functionality to permit the safe backup of those applications without the need for them to be closed down.</li> </ul>
<b>Data Restore and Retention</b>	<p>Cantium will restore data at the request of the customer via the service desk in accordance with incident management targets.</p> <ul style="list-style-type: none"> <li>• Individual file and mailbox restore</li> <li>• Servers covered by a Cantium support contract will be collected and rebuilt complete with data restored at Cantium site before being returned to the customer site.</li> <li>• Servers not covered by an additional Cantium support contract will need to be rebuilt to the original specification before Cantium will then restore the data and the latest Active Directory / user information.</li> </ul>

<sup>1</sup> This could include Active Directory system state on Windows servers. Customers should contact the service desk to request amendments to the data selected i.e. if further folders were to be included.

<sup>2</sup> If a backup fails to run during the school holiday period, Cantium will make reasonable attempts to contact the school. If our server monitoring detects the server may be shut down and there is no response to telephone calls, we will suspend backup checks until commencement of the new term.

<b>Security</b>	The following security is in place for customer data: <ul style="list-style-type: none"><li>• During transfer from customer site to Cantium, data is encrypted (448 blowfish or better)</li><li>• Data remains encrypted during storage.</li><li>• Data can only be decrypted if it is restored through the backup client installed on the customer device(s).</li><li>• Data is copied, fully encrypted, to a 2<sup>nd</sup> site for resilience.</li></ul>
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### **Internet Failure**

Cantium will not be responsible for unsuccessful backups where there is a failure in the customer's broadband internet connection or link to the Cantium's storage platform. Where there is broadband failure, Cantium will contact the customer to ensure the customer is aware. Cantium will run a backup as soon as connection is re-established (within business hours).

### **Power Failure**

Cantium will not be responsible for backups where there is a power outage or infrastructure failure at the customer site for as long as connectivity to Cantium storage platform is affected. Cantium will run a backup as soon as connection is re-established (within business hours).

### **Global File Exclusions**

MP3 music files commonly used by media players will be excluded from backups as they take up a considerable amount of space and are likely to be downloads or copies of CD's. Customers may also opt to exclude common picture and movie files such as jpg and mov or avi to reduce the cost of their backup.

### **Data Retention**

Cantium will store daily backups for up to two months. This comprises of one month of daily backups and a 'roll up' of files from the end of the previous month.

## Incident Management

For service incidents (service not available or service degradation) the following target response and target resolution times will apply, based on business impact:

Priority	Response Target	Description
P1	30 Business Minutes	Complete loss of service
P2	1 Business Hour	An issue that results in a degradation/loss of service affecting over 50% of users.
P3	8 Business Hours	An issue that results in a degradation/loss of service affecting more than one user.
P4	5 Business Days	A non-service affecting issue

## Service Requests

File or Mailbox restore will be given a high priority and has a response target of 1 business hour.

Server failures requiring a restore of Windows operating system / active directory will be performed on servers installed by Cantium within 3 business days of collection of the server from the customer site.

Servers not originally installed by Cantium, or servers not covered by a Cantium support contract (Administration or Curriculum) will require the original Windows configuration to be rebuilt by the original installer to the same configuration before the issue occurred causing the need for full restore. Cantium will then restore the data and the latest Active Directory / User information. If this is not possible, Cantium will make an additional charge at our standard daily rate for as long as it takes to rebuild the server and in exceptional cases may lead to Cantium not being able to restore the server to working condition. An estimate of cost will be provided for agreement by the schools before work commences on this task.

## Services Not Included (out of scope)

For the purposes of clarity, the following services are considered out of scope of this agreement and are available at additional cost:

- Rebuild of customer device(s) prior to restore of data<sup>3</sup>
- Customer infrastructure, hardware or software support
- Project Management
- ICT training and user education
- Application analysis and development
- Technical integration
- Installations, equipment moves, additions and changes
- Policy, process and standards
- IT Service Management consultancy
- External website hosting
- Applications supported and /or hosted by 3rd parties
- Support on non-corporately owned devices
- Security Investigations

## Customer Responsibilities

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

- Ensure email supplier permits receipt of items from Cantium Business solutions email accounts (for daily backup status notification).
- Ensure customer broadband supplier allows internet access via port 443 to enable this service.
- Use the defined processes for raising incidents and service requests
- Respond to requests from Cantium staff, in relation to a current incident or service request
- Comply with security and policy requirements set by Cantium or its suppliers
- Nominate a lead contact with suitable authority to provide liaison between Cantium and the Customer for matters relating to the service
- Make provision to replace and renew equipment located on the Customer site that forms part of the service as devices become End of Life/unsupported
- Provide prompt access to Customer's infrastructure for Cantium staff or its subcontractors to allow resolution of issues or restoration of service.
- Notify Cantium of any cyber-attack to the customer estate.

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<sup>3</sup> Unless covered by a separate Cantium support contract (administration or curriculum)



## Service Provider Responsibilities

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

- Cantium is responsible (via a 3<sup>rd</sup> party) for maintenance and support of the backup storage platform.
- Cantium aims to provide a customer focused, cost effective and high quality of service for the areas of work defined within this SLA
- Cantium will advise the Customer of any circumstances that may adversely affect the level of the service being provided
- When a service interruption happens, Cantium will respond in line with the documented incident management priority levels to restore the service, and will work as required, with 3rd party suppliers to enable this to happen

## General Data Protection Rules

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

For the purposes of this agreement the following party will be responsible for adherence to the legislation referred in Annex A:

1. Data Controller: Customer
2. Data Processor: Cantium Business Solutions
3. Sub Processor: Redstor

## 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:

[Compliments and Complaints Policy](#)

Should you wish to discuss any aspect of Cantium service, please use the following escalation path:

1. Service Delivery Manager
2. Head of Service Management
3. Head of ICT

## 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](http://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](mailto: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 Cantium is the Processor as defined in the Contract
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively provide the Services in accordance with the Contract
Duration of the processing	Processing will take place during the Term of the Agreement including any Extension Period.
Nature and purposes of the processing	<p>The nature of processing will include all operations required in the delivery of the service such as:</p> <ul style="list-style-type: none"> <li>• Host, backup and restore data</li> </ul> <p>The purpose of the processing is to fulfil the Processor’s obligations in delivering the Services in accordance with the Contract.</p>

Type of Personal Data being Processed	As required to deliver the service. This may include: <ul style="list-style-type: none"> <li>• Name</li> <li>• Date of Birth</li> <li>• Ethnicity</li> <li>• Gender</li> <li>• Contact information (phone, email, address)</li> <li>• Employment Information</li> <li>• Online identifiers (IP address, cookie identifiers, location)</li> <li>• SEN Information</li> <li>• Behaviour</li> <li>• Assessment</li> <li>• Examination results</li> <li>• Medical conditions</li> <li>• Survey responses</li> </ul>
Categories of Data Subject	<ul style="list-style-type: none"> <li>• Employees of the Controller</li> <li>• Pupils</li> <li>• Parents &amp; Guardians</li> <li>• Customers of the Controller</li> </ul>
Specific processing instructions for Sub-processor	Sub-processors shall process the provided data under instruction from Cantium. Cantium do not authorise sub-processors to retain, share, store or use personally identifiable information for any secondary purpose.
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	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 / destroy 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.

## Sub-processors authorised

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

- Redstor

## 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.