

Service Level Agreement (SLA)

**Remote Backup All Data Sources
Provided by
Cantium Business Solutions,
trading as EIS.**

1 Abbey Wood Road, Kings Hill, West Malling, England, ME19 4YT | t: 03301 650 000 | e: info@eis.co.uk

We are Cantium Business Solutions Ltd, trading as EIS,
registered in England & Wales at 1 Abbey Wood Road, Kings Hill, West Malling, England, ME19 4YT.
Company No. 11242115. VAT No. 294 5402 88.

Filename: EIS SLA Remote Backup Service All Data Sources **OFFICIAL** EIS SLA Remote Backup Service All Data Sources
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Agreement Overview

In this SLA, “EIS” refers to Cantium Business Solutions Limited, trading as EIS.

This Service Level Agreement (“SLA” or “Agreement”) is made between EIS and its customers.

This Agreement defines the standards, responsibilities, and commitments for delivering the specified service. It sets out the requirements necessary to support and maintain the product or service for the duration of the contract.

This Agreement remains in effect for the contract duration and may be revised by EIS to maintain compliance with legal and commercial requirements.

It outlines the parameters of all services covered, as understood by all parties, and is accepted in accordance with EIS General Terms of Sale (available at www.eis.co.uk).

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

If any inconsistency arises between this Agreement and the General Terms of Sale, the terms of this Agreement will prevail.

Goals & Objectives

The purpose of this Agreement is to ensure that all elements and commitments are in place to deliver a consistent level of service, support, and delivery to the Customer by EIS.

The objectives of this Agreement are to:

- Define the service or product purchased by the Customer.
- Provide clear reference to service ownership, accountability, roles, and responsibilities.
- Present a clear, concise, and measurable description of the service provided to the Customer.

Stakeholders

The following parties represent the primary stakeholders for this Agreement:

Service Provider: EIS

Customer: (“Customer”)

Commented [CW1]: Should this be generic?

EIS reserves the right to engage third-party providers where appropriate. System operators employed by EIS may be changed at EIS's discretion to ensure efficient service delivery and maintain value for money for customers.

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 EIS 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.

Roles and Responsibilities

The following section outlines the responsibilities for the customer and EIS ("Service Provider") to enable the provision of a consistent service.

Customer Responsibilities

Customer responsibilities in support of this Agreement are:

- Use the defined processes for logging incidents and service requests.
- Train users in the proper use of services, applications and devices.
- Respond to requests from EIS, in relation to a current incident or service request.
- Comply with security and policy requirements set by EIS or its suppliers.
- Nominate a lead contact with suitable authority to provide liaison between EIS and the school for matters relating to the service.

- Provide prompt access to the school-based infrastructure for EIS staff or its subcontractors. This includes an emergency contact for out of hours access.
- Provide EIS or its subcontractors the required accounts and levels of access to systems and services within the SLA.
- Deploy the security and operational tools required for EIS to offer the service to the customer.
- Ensure email supplier permits receipt of items from EIS email accounts (for daily backup status notification).
- Ensure customer broadband supplier allows internet access via port 443 to enable this service.
- Comply with security and policy requirements set by EIS or its suppliers
- Nominate a lead contact with suitable authority to provide liaison between EIS 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 EIS staff or its subcontractors to allow resolution of issues or restoration of service.
- Notify EIS of any cyber-attack to the customer estate.
- Customers are advised that failure to implement Extended Security Updates (ESU) for Windows versions older than the current release significantly increases the risk of security vulnerabilities. Any issues resulting from non-compliance with supported Windows versions will not be covered under this service level agreement.
- Failure to interact with EIS should your backup fail is the school's responsibility and EIS will not be held responsible for loss of data.
- If Azure Virtual Machine backup or Entra ID backup is required customer to request that they are setup up by EIS.
- In the event that a backup exceeds the fair use policy limit specified by Redstor EIS endeavours to contact the customer using the contact details recorded in our system to assist with reducing the data, or to discuss further steps.

Service Provider Responsibilities

Service Provider responsibilities in support of this Agreement are:

- To provide a customer focused cost effective and high quality of service for the areas of work defined within this SLA.
- To advise the customer of any circumstances that may adversely affect the level of the service being provided.

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- To respond to service interruption and to restore the service, working with 3rd party suppliers where necessary to enable this to happen.
- To securely store credentials for systems and services and provide access only to those EIS or Cantium Business Solutions support staff who are working on your systems.
- To ensure that the new renewal quote is sent in timely manner prior to the contractual end date to ensure uninterrupted service.
- EIS is responsible (via a 3rd party) for maintenance and support of the backup storage platform.

Access by EIS Staff:

EIS will maintain a support user account with administrator access rights to the system being supported. This ensures quick and efficient diagnosis and resolution of issues for your school.

Passwords will be stored securely and will only be accessible to authorised EIS staff working on your systems.

Wherever possible, support will be provided using remote access to minimize disruption and improve response times.

EIS will require a Global Administrator or Tenant Administrator account in the Microsoft or Google Workspace tenant to set up the Cloud Backup initially; an account of the same access or lower product admin level may be required to perform tasks like restores on the customer's request.

Service to Be Provided

The following Services are covered by this Agreement;

- Backup data on each server or device requested by the customer.
- Cloud Backup of Microsoft 365 or Google Workspace
- Azure Virtual Machine backup, Entra ID Backup if requested.
- Individual file and complete data restore on request.
- Server Data Retention up to 60 days as default.
- Cloud Data Retention
- All other changes will be chargeable.

Backup Service

<p>Setup</p>	<p>On contract commencement, EIS will:</p> <ul style="list-style-type: none"> • Install and configure software on each server and device requested by the customer. • All data on a server/machine should be selected for backup unless agreed with the customer. • The backup client on each device will be configured to backup every day between 17:00 and 06:00. The cloud backups will be setup to run from 3pm onwards. • Data will be encrypted and sent to EIS's or third-party suppliers data centres via secure internet connection.
<p>Backup Service</p>	<p>The provision of the backup service will include:</p> <ul style="list-style-type: none"> • Backups will be scheduled to run every day 17:00 – 06:00 • An automatic backup overview email will be sent to the customer daily (Please see Customer responsibilities) • Daily Backup checks Monday – Friday excluding public holidays • Mitigation to correct any failures either remotely via the software or by connecting to the customer device. • Restart any backups that have failed to run • Backups and daily checks will continue during school holidays. • EIS will enabled backup of ESS SIMS instances (including FMS and Discover) on relevant servers and enable SQL database backup if required. • Tickets will be logged to the listed contact at the site or another relevant contact if the backup fails or has errors that require intervention either by EIS or the customer.

Commented [DG2]: Discuss logging of tickets in regard to failures that require intervention?

<p>Data Restore and Retention</p>	<p>EIS will restore data at the request of the customer via the help desk in accordance with incident management targets.</p> <ul style="list-style-type: none"> • Individual file restore. • Microsoft 365 and Google Workspace restore. • Azure Virtual Machine Backup and Entra ID backup restored if required. • Servers covered by an EIS support contract will be collected and rebuilt complete with data restored at EIS site before being returned to the customer site. • Servers not covered by an additional EIS support contract will need to be rebuilt to the original specification before EIS will then restore the data and the latest Active Directory / user information.
<p>Security</p>	<p>The following security is in place for customer data:</p> <ul style="list-style-type: none"> • During the backup data is encrypted and then transferred to the EIS administered Redstor Storage Platform. • Data remains encrypted during storage. • Data can only be decrypted if it is restored through the backup client installed on the customer device(s). • Data is copied, fully encrypted, to a 2nd site for resilience.

Commented [DG3]: Responsibilities regarding M365/Gsuite restores needs to be added.

Internet Failure

EIS will not be responsible for unsuccessful backups, where there is a failure in the customer's broadband internet connection or link to the EIS's storage platform. Where there is broadband failure, EIS will contact the customer to ensure the customer is aware. EIS will run a backup as soon as connection is re-established (within business hours). Cloud Backups of Microsoft 365 or Google Workspace should not be affected and will run regardless of internet failure at a customer site.

Power Failure

EIS will not be responsible for failed server/machines backups where there is a power outage or infrastructure failure at the customer site for as long as connectivity to EIS storage platform is affected. EIS will run a backup as soon as connection is re-established (within business hours). Cloud Backups of Microsoft 365 or Google Workspace should not be affected and will run regardless of power failure at a customer site.

Data Retention

EIS will store daily server/machine backups for a default of two months, the retention may be set to longer, but this will be discussed after setup of or migration to All Data Sources. This comprises of one month of daily backups and a 'roll up' of files from the end of the previous month.

Service Requests

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

Commented [CW4]: Is this still right?

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

Servers not originally installed by EIS, or servers not covered by an EIS 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. EIS will then restore the data and the latest Active Directory / User information. If this is not possible, EIS 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 EIS 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 (unless covered by a separate EIS support contract, Admin or Curriculum)
- Customer infrastructure, hardware or software support
- ICT training and user education
- Application analysis and development
- Technical integration
- Installations, equipment moves, additions and changes
- Security Investigations

Service Management

The core Service Management service will be provided by EIS's remote support team, including 1st line, 2nd line and 3rd line support.

Commented [CW5]: Service Desk or Help Desk?

Help Desk	<p>The provision of a Help Desk function providing an interface between ICT users of the Customer and the ICT department of EIS.</p> <p>The Help Desk will be available from 08:00 to 17:00, Monday to Friday excluding bank holidays.</p> <p>The Help Desk will manage incidents and requests:</p> <p>An incident is any unplanned interruption to an in-scope service.</p> <p>A request is classified as any call for information or advice, a standard change, or access to an in-scope service.</p> <p>Contact Channels: Telephone, Web Chat, Service Portal. EIS will manage incidents and service requests in accordance with agreed priorities and response targets.</p>																				
Incident Management	<p>An incident management function will be available to remotely restore service operations as quickly and efficiently as possible, minimising disruption to the service. This includes:</p> <p>Recording of incidents</p> <p>Classification and initial support</p> <p>Investigation and diagnosis</p> <p>Resolution and recovery</p> <p>Incident monitoring, tracking, and communication.</p> <table border="1" data-bbox="309 1211 1037 1675"> <thead> <tr> <th data-bbox="309 1211 539 1285">Priority</th> <th data-bbox="539 1211 746 1285">Description</th> <th data-bbox="746 1211 1037 1285">Response Target</th> <th data-bbox="746 1285 1037 1675">Description</th> </tr> </thead> <tbody> <tr> <td data-bbox="309 1285 539 1359">P1</td> <td data-bbox="539 1285 746 1359"></td> <td data-bbox="746 1285 1037 1359">30 Business Minutes</td> <td data-bbox="746 1359 1037 1496">Complete Loss of Service</td> </tr> <tr> <td data-bbox="309 1359 539 1496">P2</td> <td data-bbox="539 1359 746 1496"></td> <td data-bbox="746 1359 1037 1496">1 Business Hour</td> <td data-bbox="746 1496 1037 1601">An issue that results in a degradation/loss of service affecting over 50% of users.</td> </tr> <tr> <td data-bbox="309 1496 539 1601">P3</td> <td data-bbox="539 1496 746 1601"></td> <td data-bbox="746 1496 1037 1601">8 Business Hours</td> <td data-bbox="746 1601 1037 1675">An issue that results in a degradation/loss of service affecting one user.</td> </tr> <tr> <td data-bbox="309 1601 539 1675">P4</td> <td data-bbox="539 1601 746 1675"></td> <td data-bbox="746 1601 1037 1675">5 Business Days</td> <td data-bbox="746 1675 1037 1715">A non-service affecting issue</td> </tr> </tbody> </table>	Priority	Description	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 one user.	P4		5 Business Days	A non-service affecting issue
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Service Request	Requests will be processed by the EIS Help Desk with a fulfilment target of 10 days.
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Commented [CW6]: Help Desk?

Commented [IF7R6]: @Worsley, Claire - EIS , changed .

Service Feedback

EIS 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, we 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 use this [link](#) to our Compliments and Complaints Policy which details how to do this and what you can expect from us.

Additional Services

EIS offer a complete suite of business management tools. These solutions are based around improving your cost effectiveness and efficiencies within ICT.

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

www.eis.co.uk

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:

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

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

The contact details of the Controller's Data Protection Officer (or representative) are on the Customer Order Form.

The contact details of the Processor's Data Protection Officer (or representative) are:

Email: DPO@csltd.org.uk

Post: Data Protection Officer, Cantium Business Solutions, 1 Abbey Wood Road, Kings Hill, West Malling, England, ME19 4YT

The Processor shall comply with any further written instructions with respect to processing by the Controller.

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"> • Create/modify/delete user accounts. • Create/modify/delete email accounts. • Create/modify/delete distribution groups. • User data for support purposes • Application data <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	<p>As required to deliver the service. This may include:</p> <ul style="list-style-type: none"> • Name • Date of Birth • Ethnicity • Gender • Contact information (phone, email, address) • Employment Information • Online identifiers (IP address, cookie identifiers, location) • SEN Information • Behaviour • Assessment • Examination results • Medical conditions

	<ul style="list-style-type: none"> • Survey responses
Categories of Data Subject	<ul style="list-style-type: none"> • Employees of the Controller • Pupils • Parents \ Guardians • Governors
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 trading as EIS, utilise the following Sub-Processor(s):

Redstor Ltd

Technical and Organisational Security Measures

The Supplier shall implement and maintain appropriate technical and organisational measures to protect Protected Data in compliance with Data Protection Laws. These measures will:

- Reflect current best practice and consider implementation costs, the nature and purpose of processing, and associated risks to individuals' rights and freedoms

- Address risks such as accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access to Protected Data
- Include safeguards as outlined in Articles 32(1)(a) to 32(1)(d) of the GDPR Policy.