

Service Level Agreement Hosted Service

This Service Level Agreement ("SLA") covers performance guarantees for our network, server hardware, and the 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 <http://www.pebblelearning.co.uk/sla>. Clients are responsible for checking this document from time to time, as notifications of updates will not be made. Fees charged by us for the provision of the PebblePad system include two elements a licence fee and a hosting fee. This service level agreement covers the hosting element of fees charged.

Availability Guarantee

We are proud to offer a 99.9% uptime guarantee. If an outage exceeds this level we will refund 5% of hosting fees for every 0.1% of downtime measured across the whole hosting period. The maximum refund will be 100% of hosting fees.

Inclusions and Exclusions

This guarantee includes the Pebble Learning hosting network infrastructure ("realm of reasonable control"), which include connectivity to our service from backbone providers and the service itself.

This guarantee excludes circumstances beyond our reasonable control, including, without limitation, outages elsewhere on the Internet that hinder access to your service, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services not appointed by Pebble Learning directly, or other issues outside the direct control of Pebble Learning.

The guarantee does not cover periods of work agreed with you, for example the service being taken offline to facilitate the integration of PebblePad with your systems.

Claiming compensation

To be eligible for compensation under the Network Uptime Guarantee, the Client must notify us of a possible downtime 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 downtime from the time we were notified of the incident to the time that the incident has been resolved.

Clients must notify us via email to help@pebblelearning.co.uk indicating that they wish to pursue their rights as guaranteed by this SLA within 7 days of the incident. You should contact our personnel via telephone to confirm receipt of your notification if you have not received confirmation from us within 48 hours of sending your notification. Any refund payments will be made within 30 days of the end of the licence period.