

SCHOOLMESSENGER SERVICE LEVEL AGREEMENT: HUMAN MONITORING SERVICE

This Service Level Agreement (SLA) for SchoolMessenger's Human Monitoring Service is made by SchoolMessenger in connection with, and is part of, the Customer's SchoolMessenger Service Contract, the terms of which are hereby incorporated by reference into this SLA and vice versa.

This SLA establishes the understanding for SchoolMessenger to provide Human Monitoring Services.

1. Scope of Services

- a. SchoolMessenger shall monitor email communications to and from students within the Customer's SchoolMessenger network during the hours of coverage indicated in section 5 of this SLA.
- b. For Google Apps for Education Customers, SchoolMessenger shall monitor student Google Drive files and edits within the Customer's system during the hours of coverage indicated in section 5 of this SLA.
- c. A SchoolMessenger Human Monitor ("Monitor") shall notify the Customer's HMS Administrator and/or Designated Emergency Contacts regarding any reportable content in accordance with this SLA.
- d. Use of student email accounts shall be limited to those individuals granted access/permissions by the Customer. The Customer shall be solely responsible for the assignment of email accounts, passwords or access codes, and the enforcement of user access security.
- e. SchoolMessenger shall use commercially reasonable efforts to assist the Customer in identifying any known security breach, but SchoolMessenger shall not be liable to the Customer or to any user for any inability, failure or mistake in connection with such assistance.
- f. SchoolMessenger shall not make this Human Monitoring Service available until the Customer has provided SchoolMessenger with the identity of and contact information for their HMS Administrator and Designated Emergency Contacts, pursuant to a completed and submitted *HMS Service Configuration Form*.
- g. SchoolMessenger provides this Human Monitoring Service to the Customer in order to assist it in the protection of their students. To that end, SchoolMessenger shall undertake every commercially reasonable effort to update its monitoring services to maximize detection of unsafe, graphic and/or obscene communications to or from the Customer's students. **However, SchoolMessenger does not warrant, represent and/or guarantee that all unsafe communications can or will be detected through the monitoring of these student communications.**

2. Definitions

- a. HMS Administrator/ Primary Contact: the individual designated by the Customer as the primary communication contact between SchoolMessenger and the Customer and who shall manage and operate the SchoolMessenger accounts, security and access on behalf of the Customer's email account users. This individual will also receive SchoolMessenger's HMS email referrals concerning flagged content in accordance with this SLA.

- b. Designated Emergency Contacts: individuals designated by the Customer to be contacted in cases where an imminent threat to student safety has been reported in accordance with this SLA and the primary contact cannot be reached.
- c. SchoolMessenger Human Monitors: SchoolMessenger representatives trained in monitoring email communication and student Google Drive content through the HMS.
- d. Working Hours: 24 (twenty-four) hours a day, 7 (seven) days a week, excluding the following: December 24th at 5pm (Eastern Time Zone) to December 26th at 8am (Eastern Time Zone).

3. Administrative Access Permissions

- a. SchoolMessenger's Human Monitoring Service is provided to the Customer in accordance with the tiered administrator access permissions selected and configured by the Customer pursuant to their access and security needs. All such access permissions, and any changes to same, shall be controlled by the Customer.

4. HMS Administrator/ Primary Contact

- a. Prior to initiating Human Monitoring Services, SchoolMessenger requires that the Customer identify and provide contact information for their designated HMS Administrator, as defined in paragraph 2.

5. Designated Secondary Emergency Contacts

- a. Prior to initiating Human Monitoring Services, SchoolMessenger requires that the Customer identify at least two (2) Designated Secondary Contacts, including their after-hours contact information and order of precedence.
- b. If there is a change in any of this information, the Customer must immediately notify SchoolMessenger of any such changes. The Customer's failure to do so may result in a delay or inability of SchoolMessenger to comply with this SLA.

6. No Further Action by SchoolMessenger

- a. SchoolMessenger shall not be responsible for contacting, notifying or alerting any governmental agency, bureau or organization with jurisdiction over the Customer, including but not limited to child protective services agencies, regarding any emails reported to the Customer's HMS Administrator and/or Designated Emergency Contacts under this SLA. Once any such email is reported to the Customer in accordance with this SLA, SchoolMessenger will take no further action and has no further responsibility to act. It will remain the responsibility of the Customer to take any and all reasonable and precautionary actions required to protect the interests of the student, including but not limited to notifying applicable government agencies and/or bureaus, including child protection services pursuant to FERPA and other applicable laws and regulations.

7. Human Monitoring Service Levels**a. Scope of Monitoring****i. Emails Filtered**

1. All emails to or from student email accounts will be monitored and filtered.
2. SchoolMessenger's HMS provides passive filtering whereby emails are reviewed after the fact and there is no interference with the delivery of the message.
3. Emails will be initially monitored by an automated word based filtering system. Only emails that are flagged by the automated system will be subsequently reviewed by human monitors.
 - a. This filtering system is internally and actively maintained by SchoolMessenger's HMS staff; however, some arguably relevant emails may be missed if they do not contain a relevant keyword/phrase currently in the list.
4. Emails and attachments will be sent to an automated image filter. Images characterized by this filter as being possibly pornographic in nature will be referred to a human monitor for further review.
5. Emails flagged as SPAM by the Customer's SPAM filters will not be subject to further review.

ii. Google Drive Content Filtered

1. All files within students Google Drive will be passively filtered.
2. Only Google Docs, Sheets, Slides, Microsoft Office Documents, Text Files, and Images that have been modified since the last scan will be filtered.
3. SchoolMessenger's HMS provides passive filtering whereby documents are reviewed after the fact and there is no interference with them.
4. Document content will be initially monitored by an automated word based filtering system. Only emails that are flagged by the automated system will be subsequently reviewed by human monitors.
 - a. This filtering system is internally and actively maintained by SchoolMessenger's HMS staff; however, some arguably relevant files may be missed if they do not contain a relevant keyword/phrase currently in the list.
5. Emails and attachments will be sent to an automated image filter. Images characterized by this filter as being possibly pornographic in nature will be referred to a human monitor for further review.

6. Students will identified as belonging to an Organizational Unit that HMS filtering rules have been setup as instructed by the customer.

iii. Content Review

1. Content will be reviewed by SchoolMessenger Human Monitors **24 (twenty-four) hours a day, 7 (seven) days a week, excluding the following: December 24th at 5pm (Eastern Time Zone) to December 26th at 8am (Eastern Time Zone).**
2. Monitors will review a message within 24 hrs of receipt.
3. In the case of extraordinary circumstances, as described in section 12. Limitations, emails will be reviewed by SchoolMessenger human monitors within 48 hours.

iv. Human Monitoring Process and Action Plan

1. Upon review, if an email is determined to be of concern, the human monitor will classify the content as follows:
 - a. Urgent / Time Critical;
 - i. Threat of Imminent Violence
 - ii. Threat of Imminent Suicide / Suicidal Ideation
 - b. Non-Urgent
2. Once classified in accordance with the above, the Human Monitor will take the following actions:
 - a. Urgent / Time Critical
 - i. The human monitor will immediately email and phone the HMS Administrator, identifying the matter as of the highest importance;
 - ii. If unable to confirm contact with the HMS Administrator, whether by email or by phone, the human monitor will resend the above noted email and cc the Designated Emergency Contacts, and will continue to attempt phone contact with the HMS Administrator;
 - iii. If the human monitor is still unable to confirm contact with the HMS Administrator or Designated Emergency Contacts, he or she will also contact the Customer's Designated Emergency Contacts by phone, and will leave a voicemail if unable to make contact.
 - iv. **Once all of the customer's designated contacts have been emailed and contacted by phone, whether in person or by leaving a voicemail message, no further action will be taken by the human monitor.**
 - b. Non-Urgent
 - i. Email the Customer's HMS Administrator.

3. Any such emails will include a copy of the relevant content along with the category classification and contact information for the assigned human monitor. If the Customer has any questions or concerns regarding a given email, they should contact the assigned human monitor as soon as possible.
4. If a human monitor determines that a flagged content is not reportable, it will be categorized and resolved/closed without further review or referral.
5. Content identified as SPAM will be deleted.
6. **Once content has been reported to the Customer by SchoolMessenger's human monitors in accordance with the above noted process, no further action will be taken by SchoolMessenger.**

v. Email Notifications Requiring Log-in Credentials to View Content

1. Reviewed content that requires log-in credentials in order to view content and/or attachments will NOT be reviewed by a human monitor. For example: Facebook, YouTube, Google Docs, etc.

vi. Retention

1. All content that have been reviewed by a human monitor will be recorded and tracked though SchoolMessenger's ticket tracking system. This does not include any content identified by a human monitor as SPAM and deleted.
2. Records of messages that were reported to the Customer will be archived and retained by SchoolMessenger for 7 (seven) years.

vii. Customer Escalation

1. If the Customer has any questions or concerns regarding the classification of any particular referral, the Customer should direct their initial inquiry to the assigned human monitor.
2. If the Customer is unsatisfied with the response given and/or the resolution proposed by the human monitor, they can escalate the matter further using the escalation process set out in paragraph 11(b) of this SLA.

8. Customer Feedback

- a. If the Customer feels that a message was missed or mischaracterized by SchoolMessenger's human monitoring team, or if they have any other feedback, whether general or specific, regarding their Human Monitoring Service, they can send an email the SchoolMessenger HMS team at hms.info@SchoolMessenger.com with any such suggestions and examples of same.

9. Family Educational Rights and Privacy Act (FERPA)

- a. In accordance with FERPA, SchoolMessenger shall not disclose any student's education records, personal identifiable information, or other related records monitored, maintained and retained by SchoolMessenger through the Human Monitoring Service without prior authority. SchoolMessenger shall maintain the privacy and confidentiality of all student education records, and shall allow the Customer's legal designates to inspect and review the student education records upon request. SchoolMessenger shall not disclose or transmit student education records or information to any unauthorized party without the prior consent of the student, guardian and/or the Customer's legal designates, or by court order, administrative order or subpoena. SchoolMessenger shall not be responsible for any violations of FERPA unless such violation is the result of the negligent, intentional or willful act or omission of SchoolMessenger.

10. Maintenance & Downtime

- a. SchoolMessenger guarantees that the SchoolMessenger HMS platform shall be available 98% of the time, excluding scheduled downtime for maintenance and unscheduled emergency downtime.
- b. SchoolMessenger will provide notice in advance of any maintenance and/or updates to the platform which may require an interruption of service and will undertake commercially reasonable efforts to schedule such downtime during off-peak hours.

11. Technical Support & Escalation

- a. SchoolMessenger's technical support team is available from 8am to 9pm EST/EDT by phone, email and live chat, as well as 24/7 emergency pager support.
- b. The following SchoolMessenger contacts are available if an issue or inquiry requires escalation beyond any given human monitor or technical support representative:
 - Customer Service Manager: This role is available as a further point of escalation and ensures any further inquiries and issues are resolved in a timely fashion.
 - Sean Tanos, stanos@SchoolMessenger.com or 1-888-742-7702 x694
 - Legal Counsel: This role is the final point of escalation and/or contact within SchoolMessenger if other avenues of contact have been exhausted.
 - Jennifer Tyrrell: jtyrrell@SchoolMessenger.com or 1-888-742-7702 x731

12. Limitations

- a. This SLA and any applicable service, performance or availability guarantees do not apply in the following circumstances:
 - i. Due to factors outside of SchoolMessenger's control, including but not limited to natural acts of God, acts of any governmental body,

unavailability of or interruption or delay in telecommunications or third party services, virus attack or hackers, failure of third party software or inability to obtain raw materials, supplies or power used in or equipment needed for provision of this SLA;

- ii. That result from the Customer's and/or third party hardware or software and not within the primary control of SchoolMessenger;
- iii. Resulting from outages between SchoolMessenger's Internet Connectivity Provider and SchoolMessenger's web and/or email servers;
- iv. Relating to Domain Name Server (DNS) issues outside the control of SchoolMessenger;
- v. Due to scheduled downtime, including upgrades and emergency maintenance; or
- vi. Due to any negligence, willful misconduct, or use of the services in breach of this SLA or related service contract.

13. Severability

- a. In the event that any part of this Agreement is deemed void, invalid, illegal or unenforceable, in whole or in part, the remaining provisions or parts shall continue in full force and effect.

14. Termination of Human Monitoring Services

- a. Either party may terminate the Human Monitoring Services provided under this SLA at any time by providing thirty (30) day notice of the intent to terminate. SchoolMessenger may also terminate or suspend any and all such services immediately, without prior notice or liability, if the Customer is in breach of any of the terms or conditions of this SLA.

CUSTOMER NAME**ATTEST**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CONFIRMATION OF CUSTOMER CONTACTS:

Kindly confirm the contact information for each of the following:

1. HMS Administrator (PRIMARY CONTACT)

Name & Title:
Email:
Phone:

2. Designated Secondary Emergency Contact #1

Name & Title:
Email:
After-hours Phone:

3. Designated Secondary Emergency Contact #2

Name & Title:
Email:
After-hours Phone: