Arbor Finance User Terms

Arbor Service Schedule – Arbor Finance (the "Service")

Introduction

This Service Schedule describes the Service the relevant Arbor entity as identified in a Sales Order provides and details the Institution's responsibilities in relation to this Service. The Service Schedule forms part of the Contract between the parties and is subject to the terms of the Arbor Master Terms set out here: Master Terms deemed to be accepted by the parties and the parties agree to be bound by such terms (unless in each case a separate written agreement has been entered into by such parties). Unless otherwise specified, all terms used within this document are in accordance with the terms to be found in the Master Terms (subject to any variations set out in the Sales Order).

The Service description is set out below together with the related material tasks and responsibilities.

Scope of Service Schedule

The Institution expressly agrees that any services, activities and deliverables not expressly set out within this Service Schedule shall be out of scope for the Service. Where relevant, there may be parts of the Service which are described as optional or additional in this Service Schedule. Such add-ons will be chargeable at additional costs, and will be purchased by the Institution and specified in the relevant Sales Order.

The Institution may request a change to the scope of work required under this Service Schedule, but this will be chargeable at additional costs and to be agreed by the parties signing a Sales Order or Change Order. Arbor reserves the right to charge on a time and materials basis for any additional work.

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Notwithstanding the foregoing, in the event Arbor completes additional services, activities and/or deliverables upon the request or at the direction of the Institution, the Institution shall be responsible for the payment of all Fees and expenses associated therewith, whether or not a Sales Order or Change Order has been executed in relation to the additional services or activities.

Service Overview

Access to software as a service (SAAS): **Arbor Finance** (the Order Form will specify whether it is with support from Arbor or support from an Accredited Partner).

Arbor Finance is a cloud-based accounting system, that supports flexible working, from home or any location provided the User Requirements are available (available here: User Requirements).)

Access Arbor Finance from anywhere, with multi-factor authentication available at a school level. The service covers ordering, payments, including BACS and local authority payments, invoicing, multi-year searching and a range of reporting. Reporting includes statutory returns such as the CFR, and all reports can be exported into Excel, PDF and CSV.

Arbor Finance supports cash book and non-cash book approaches to financial management.

Support Services: The Service can only be provided to you in conjunction with a valid contract for support for the duration of this Agreement, such contract to be with one of the following: 1. Arbor Finance Support; or 2. An Accredited Support Partner. In the event the Customer does not have a valid support arrangement in place pursuant to Clause 5 of the Master Terms Arbor reserves the right either to restrict, suspend or terminate the Service on 30 days notice.

The attached Data Processing Schedule is in addition to Schedule 2 of the Master Terms.

Service Offering

A. Standard offering

The standard Service will include the following:
- **(a)** Access to the software for unlimited users from the institution
- **(b)** Support either via a partner or direct, depending on the contract purchased
- **(c)** Storage of the school data in a secure environment

B. Optional/Additional

Additional charges will apply in following cases:
- **(a)** Additional Training
- **(b)** Additional accounts (eg extra database to manage a related fund)
- **(c)** Support Services (where purchased from Arbor)

The sales order will clearly specify when the Institution has purchased optional/additional items and the costs to be invoiced and paid for such items.

C. Roles and Responsibilities

The Institution shall cooperate with Arbor and be responsible for the performance of its resources, representatives and agents in its roles and responsibilities set out or referred to in this Service Schedule. The Institution acknowledges and agrees that Arbor's performance of the Service is dependent upon, among other things, the timely access to all data, information and personnel by Arbor, that all information provided is accurate and up to date as well as the timely and effective completion of Institution's roles and responsibilities as set out herein or requested of the Institution, and as specified in the System Requirements document.

Arbor shall provide the Services subject to the Arbor Master Terms and in accordance with the Service Charter where applicable.

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Service Levels

Response Times

Response times shall be based on the level of severity of any issue that may occur; and are set out in the Service Charter available here Service Charter.

1. Delivery Matters

Fees
Fees and any Deliverables are set out in the Order Form.

Delays/changes
Software license cancellations or changes on 30 days' notice, such notice to expire not earlier than the first anniversary, or each subsequent anniversary, or as otherwise agreed in writing.

2. Assumptions and Exceptions

Service delivery may be affected if the following occur below. Where relevant and to the extent any Service levels set out herein are impacted by the below, Arbor will not have any liability as a result.

(a) It is the Institution's responsibility to ensure they have the appropriate subscriptions and licences as required to benefit from the Service including for those matters set out in the User Requirements. The costs of such licences and subscriptions are not included in the price of the Service as set out in this Service Schedule unless otherwise provided in the Contract.

(b) Arbor is not responsible for any failure of any component for which Arbor has no control over, including but not limited to electrical power sources, networking equipment, computer hardware, computer software or website content provided or managed by the Institution.

(c) Where the Service is disrupted or not available due to:
   1. the Institution's failure to adhere to Arbor's implementation, support processes and procedures

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2. changes initiated by the Institution whether implemented by the Institution or by Arbor on its behalf

3. the Institution exceeding system capacity

4. the acts or omissions of the Institution and/or its employees, agents, contractors or otherwise, including anyone gaining access to Arbor's network, control panel or to the Institution's website at the Institution's request

5. any failure of local access facilities provided by the Institution

6. any periods of scheduled maintenance or emergency maintenance

7. a force majeure event, or any event or situation (such as viruses or otherwise) not wholly within the control of Arbor

8. unauthorised users or hackers, or due to any violations of Arbor's Terms of Use.

Terminology

Unless otherwise specified, capitalised terms used in this Service Schedule shall bear the same meanings as those used in the Master Terms unless otherwise expressly stated herein.

CSV – a file in the format of "comma separated values" CFR means the consistent financial reporting framework developed and applicable to schools in England and Wales.

PDF means a file in the Adobe "portable document format"

Schedule 1

Processor information – in respect of Arbor Finance

You acknowledge that Arbor and its sub-processors may have access to Customer Data in the provision of the Service to you and your Users during the term of this Agreement.

Article	Description	Details
28 (3)	**Subject matter of the processing**	The subject matter is the provision of Arbor Finance to you.

	Nature and purposes of the processing	Arbor will process Personal Data in accordance with the applicable Agreement and the instructions of the Controller in relation to the Services until the expiry or valid termination of the applicable Agreement. Such Processing shall include:
		    - Recording of Data
		    - Organisation of Data
		    - Storage of Data
		    - Retrieval of Data
		    - Disclosure of Data via API service to third parties
		    - Statutory reporting
		    - Destruction of Data

	Type of Personal Data	Arbor processes the following Data in order to provide the Services: • Supplier information which could include personal information such as name, contact information, bank account details, job role, organisation, finance data and any other Personal Data entered by you and/or your Users or collected by FINANCE during the Initial Term of this Agreement and any renewals. Note that the list above is not exhaustive and may change from time to time as products and services evolve.
	Categories of Data Subject	School employees Suppliers Parents Pupils (including children)
	Duration of the processing	Processing will be carried out for the duration of the Agreement. Arbor has a Disconnect Process which includes the destruction and deletion of data ordinarily within 60 days of contract end.
28 (3) (a)	**Documented instructions**	All processing carried out by Arbor will be done in accordance with this Agreement.

28 (3) (b)	Confidentiality	All FINANCE staff are required to agree to a confidentiality clause in their contracts.
28 (3) (c)	Security	The development of, and support for, Arbor Finance are within the scope of an ISMS (Information Security Management System) that is certified to ISO 27001:2013. A wide range of technical controls are used, including but not limited to: • Data encryption • Anti-virus and anti-malware software • Network monitoring • Access management • Vulnerability scanning and penetration testing A wide range of non-technical controls are used, including but not limited to: • Physical security controls at Arbor offices • Security policies, including Data Classification & Handling, Data Protection, etc.
28 (3) (d)	Other processors	See Table 1 below.
28 (3) (e)	Data subject's rights	Arbor 's approach to supporting the controller's obligation to respond to requests for exercising the data subject's rights are set out in its Privacy Policy.
28 (3) (f)	Compliance	Data processing carried out by Arbor will be compliant with Data Protection Legislation. Where appropriate, Arbor will assist data controllers in demonstrating such compliance.
28 (3) (g)	Data deletion	Prior to termination, customers are able to access the Service to download the Customer Data. At the date of termination, access to the Service will be revoked and customers will no longer be able to access the Customer Data. Arbor will delete all live data from the Arbor Finance system sixty (60) days following the date of termination. After this point, the Customer Data will not be recoverable.
28 (3) (h)	Transparency	Arbor will make available to the controller all information necessary to demonstrate compliance with its obligations.

Below, Arbor has set out certain information regarding Arbor's Processing of the Customer Data as required by Article 28(3)(d) of the UK GDPR.

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Table 1: Sub-processors

Name	Activity	Location	Type of Data Processed
Microsoft	Storage of personal data (Microsoft Azure and EntraID) and other Microsoft products and services. Microsoft Entra ID data storage configured as EU Model Clause Compliant Data Centers in Azure. Data will be stored in one of the Microsoft EU data center. Also we have to following security features enabled. Data in transit is (HTTPS) secured by DigiCert SSL with TLS 1.2 support. Data at rest – Arbor Finance uses Azure SQL Databases. Transparent Data Encryption (TDE) enabled and this helps protect Azure SQL Database at rest.	Main hosting location: EU. Data may be accessed from the US and various other locations namely countries in which Microsoft group companies operate.	All types of Personal Data listed above.
TKey Education Solutions Private Ltd (TKey India)	Support, business and development services	India	All types of Personal Data listed above.
Mailjet SAS	Simple Mail Transfer Protocol (SMTP) relay service used to email End Users	EU	All types of Personal Data listed above.
The Key Support Services Ltd (Affiliate)	General business support services including financial, support and operational services	UK	All types of Personal Data listed above.
Maytech Communications Ltd	Secure cloud storage and transfer of sensitive electronic files	EEA and UK	Personal data in the files shared.

| Zendesk Inc. | Ticketing system used for the logging and resolving of support tickets | EEA, US, Singapore, Brazil, the Philippines, Canada, India, South Korea and Mexico | Communication data (e.g. email, telephone number), name and address. There may occasionally be other Personal Data provided by the user in relation to the support issue such as screenshots. |

Schedule 2
Open Source Software (OSS)

The following OSS are used within Arbor Finance and are subject to the MIT License terms as replicated beneath the table:

Component Name & Version	Copyright	Website
React 15.6.2	Copyright 2022 Meta Platforms, Inc.	https://reactjs.org/

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