



MY SCHOOL IMPROVEMENT PARTNER (MSIP)

MAINTENANCE AND SUPPORT TERMS

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These Maintenance and Support Terms ("Support Terms") govern the maintenance, support, service level commitments, and technical support services provided by WestEd for the My School Improvement Partner ("MSIP") platform and are incorporated by reference into the applicable Order Form and SaaS Terms of Service.

1. DEFINITIONS

"Available" or "Availability" means that the Production Environment is accessible and operational for Authorized Users, excluding Excluded Downtime.

"Business Day" means Monday through Friday, excluding federal holidays observed by WestEd.

"Business Hours" means 8:00 a.m. to 5:00 p.m. Eastern Time on Business Days.

"Client" means the entity identified in the applicable Order Form.

"End User" means the school principal who will be using My School Improvement Partner agentic AI solution and services.

"Excluded Downtime" means periods of unavailability resulting from events described in Section 6.

"Incident" means a reproducible failure of the Services to perform substantially in accordance with the Documentation.

"Maintenance Release" means a release that contains bug fixes, patches, security updates, minor enhancements, or performance improvements.

"Production Environment" means the live hosted environment through which the Services are delivered to Client or End User.

"Scheduled Maintenance" means planned maintenance activities performed by WestEd.

"Support Services" means the maintenance and technical support services described in these Support Terms.

"Uptime Percentage" means the percentage calculated as:



$$((\text{Total Minutes in Month} - \text{Unavailable Minutes}) / \text{Total Minutes in Month}) \times 100$$

excluding Excluded Downtime.

2. SUPPORT SERVICES

2.1 Included Support Services

During the Subscription Term, WestEd shall provide:

- a. Technical support for the Services;
- b. Incident management and troubleshooting;
- c. Bug fixes and error corrections;
- d. Security updates and vulnerability remediation;
- e. Maintenance Releases;
- f. Performance monitoring and operational support;
- g. Access to available Documentation;
- h. Reasonable assistance with Service-related questions.

2.2 Support Contacts

Client or End User shall designate up to three (3) support contacts authorized to submit support requests.

Support requests may be submitted through:

- Email: ***support@msip.wested.org***.
- Telephone: **716-903-3218**
- School Improvement Specialists or Improvement Partner, if available through an applicable SOW.

2.3 Support Hours

Support Services are available during Business Hours unless otherwise specified in the applicable Order Form.

Critical Severity 1 Incidents may be reported twenty-four (24) hours per day, seven (7) days per week.

3. INCIDENT SEVERITY LEVELS

Severity 1 – Critical

A complete outage or material failure of the Services that prevents all or substantially all Authorized Users from accessing or using critical functionality, with no reasonable workaround available.

Examples include:

- Complete system outage;
- Authentication failure affecting all users;
- Data corruption affecting production operations;
- Critical security incident.

Severity 2 – High

A material impairment of important functionality affecting multiple users where operations can continue in a limited manner.

Examples include:

- Significant feature failure;
- Performance degradation;
- Partial system outage.

Severity 3 – Medium

An issue that affects non-critical functionality with an available workaround.

Examples include:

- Reporting errors;
- Individual feature defects;
- Non-critical integration issues.

Severity 4 – Low

General questions, cosmetic defects, enhancement requests, or issues with minimal operational impact.

4. RESPONSE AND TARGET RESOLUTION TIMES



Severity Initial Response Target Target Resolution or Workaround

Severity 1	1 Hour	8 Business Hours
Severity 2	4 Business Hours	3 Business Days
Severity 3	1 Business Day	Next Scheduled Release
Severity 4	3 Business Days	As Determined by WestEd

Target resolution times are goals only and are not guaranteed service levels.

5. SERVICE LEVEL COMMITMENT

5.1 Uptime Commitment

WestEd shall maintain a monthly Uptime Percentage of at least **99.5%**.

5.2 Measurement

Availability shall be measured monthly.

5.3 Scheduled Maintenance

WestEd may perform Scheduled Maintenance during periods of low anticipated usage.

WestEd shall use commercially reasonable efforts to provide at least forty-eight (48) hours advance notice of Scheduled Maintenance expected to materially affect availability.

WestEd may perform emergency maintenance without prior notice where reasonably necessary to address a critical security vulnerability, system failure, service outage, or other condition that could materially impair the security, integrity, availability, or operation of the Services. WestEd will use commercially reasonable efforts to provide notice of such maintenance as soon as reasonably practicable.

6. EXCLUDED DOWNTIME

The following shall not count against Availability calculations:

- a. Scheduled Maintenance;
- b. Emergency maintenance;
- c. Force majeure events;
- d. Internet service provider failures;
- e. Telecommunications failures;



- f. Cloud infrastructure failures outside WestEd's reasonable control;
- g. Client or End User equipment, software, network, or connectivity issues;
- h. Third-party software or services not controlled by WestEd;
- i. Client or End User misuse of the Services;
- j. Suspension authorized under the Agreement;
- k. Security incidents caused by Client or End User systems or credentials.

7. SERVICE CREDITS

7.1 Eligibility

If WestEd fails to achieve the monthly Uptime Commitment, Client or End User may request service credits.

Service credits constitute Client's and End User's sole and exclusive remedy for Availability failures.

7.2 Service Credit Schedule

Monthly Availability Service Credit

99.5% or greater	None
99.0% - 99.49%	5% of Monthly Subscription Fee
98.0% - 98.99%	10% of Monthly Subscription Fee
Less than 98.0%	15% of Monthly Subscription Fee

7.3 Claim Procedure

Client or End User must submit a written request for service credits within thirty (30) days after the month in which the Availability failure occurred.

Approved credits shall be applied to future invoices and shall not be paid in cash.

8. MAINTENANCE AND UPDATES

8.1 Maintenance Releases

WestEd may deploy Maintenance Releases without additional charge.

Maintenance Releases may include:



- Bug fixes;
- Security patches;
- Performance improvements;
- User experience enhancements;
- Minor feature enhancements.

8.2 Major Releases

WestEd may periodically release significant new functionality or major platform upgrades.

Certain optional modules, functionality, or major upgrades may be offered separately and may require additional fees.

8.3 Security Updates

WestEd may implement security updates immediately when necessary to address security vulnerabilities or threats.

9. CLIENT AND END USER RESPONSIBILITIES

Client or End User shall:

- a. Maintain current contact information;
- b. Designate support contacts;
- c. Provide sufficient information to reproduce reported issues;
- d. Cooperate with troubleshooting efforts;
- e. Maintain compatible browsers, operating systems, and internet connectivity;
- f. Implement reasonable security measures for user credentials.

Failure to comply with these responsibilities may affect WestEd's ability to provide Support Services.

10. SUPPORT EXCLUSIONS

Support Services do not include:

- a. Professional Services;
- b. Custom development;
- c. Custom reports;



- d. Data migration services (beyond what is included in an Order Form/SOW);
- e. Training services beyond those included in an Order Form;
- f. Issues arising from Client or End User modifications or third-party products not approved by WestEd;
- g. On-site support unless expressly agreed in writing.

Such services may be provided under a separate Statement of Work at additional cost.

11. SECURITY INCIDENT RESPONSE

WestEd shall maintain commercially reasonable incident response procedures.

In the event of a confirmed Security Incident involving Client Data or End User Data, WestEd shall:

- a. Promptly investigate the incident;
- b. Take reasonable steps to mitigate harm;
- c. Notify Client or End User in accordance with the Data Privacy and Security Terms;
- d. Cooperate with Client's or End User's reasonable requests regarding remediation.

12. Material Product Changes

WestEd may modify, enhance, update, replace, or otherwise change the Services from time to time in the ordinary course of business, including improving functionality, performance, usability, security, compliance, interoperability, or operational efficiency. Client or End User acknowledges that the Services are a dynamic, evolving software platform and that ongoing modifications are an inherent part of the Services.

WestEd shall not, during an active Subscription Term, make a Material Product Change that materially reduces the core functionality of the Services purchased by Client or End User without providing Client or End User with at least sixty (60) days' prior written notice, unless such change is required to address a security vulnerability, legal or regulatory requirement, third-party dependency, emergency operational issue, or other circumstance beyond WestEd's reasonable control.

For purposes of this Agreement, a "Material Product Change" means the removal or substantial degradation of a material feature or functionality that is expressly identified in the applicable Order Form, Documentation, or Statement of Work as a core component of the Services and upon which Client or End User reasonably relies in its ordinary use of the Services. A Material Product Change does not include:



- (a) bug fixes, patches, maintenance releases, security updates, or vulnerability remediations;
- (b) changes required to comply with applicable laws, regulations, court orders, governmental requirements, or industry standards;
- (c) modifications to user interfaces, workflows, navigation, branding, appearance, or design elements that do not materially impair functionality;
- (d) replacement of a feature with substantially equivalent or improved functionality;
- (e) changes to third-party integrations, APIs, or services that are discontinued, modified, or made unavailable by a third-party provider;
- (f) additions of new functionality, features, modules, or capabilities; or
- (g) changes that do not materially impair Client's or End User's ability to use the Services for their intended purpose.

If Client or End User reasonably believes that a Material Product Change has materially and adversely affected its use of the Services, Client or End User shall provide WestEd with written notice describing the alleged impact within thirty (30) days after the effective date of the change. The parties shall work together in good faith for a period of not less than thirty (30) days to evaluate the concern and identify a commercially reasonable solution, which may include restoration of functionality, provision of an alternative solution, implementation assistance, or another mutually agreeable remedy.

If, after such good-faith efforts, WestEd is unable to provide a commercially reasonable solution and the Material Product Change materially impairs Client's or End User's ability to use the Services for their intended purpose, Client or End User may terminate the affected Order Form upon written notice. In such event, WestEd shall refund any prepaid subscription fees attributable to the unused portion of the terminated Subscription Term, and such refund shall constitute Client's or End User's sole and exclusive remedy with respect to the Material Product Change.

Nothing in this Section shall limit WestEd's ability to maintain, secure, support, improve, or develop the Services, nor shall it obligate WestEd to continue offering any feature, functionality, integration, or third-party service indefinitely.

13. CHANGES TO SUPPORT TERMS

WestEd may update these Support Terms from time to time provided that no update materially reduces the overall level of Support Services during an active Subscription Term.

14. LIMITATION OF REMEDIES



Except as expressly stated in these Support Terms, WestEd does not guarantee that every Incident will be corrected or that every support request will result in a particular outcome.

The service credits described herein constitute Client's or End User's sole and exclusive remedy for any failure to satisfy the Availability commitments set forth in these Support Terms.

15. ORDER OF PRECEDENCE

In the event of a conflict between these Support Terms and the SaaS Terms of Service, the SaaS Terms of Service shall govern unless the specific provision of these Support Terms expressly states otherwise.

END OF MAINTENANCE AND SUPPORT TERMS