

This document sets out the terms and conditions under which New Media Learning Ltd provides use of the SIMS MIS Integration Tool within the 4Matrix Cloud platform, including any related technical support activities. It does not cover use of 4Matrix Cloud, our website or other service delivery. For broader terms, please refer to our full Data Processing Agreement and Terms and Conditions.

Terms and Conditions of Use

These Terms and Conditions (“Terms”) govern the use of the **4Matrix SIMS Integration Tool** (“SIMS Integration Tool”, “Service”, or “Software”) provided by **New Media Learning Ltd** (“4Matrix”, “we”, “us”, or “our”).

By registering for, installing, or using the SIMS Integration Tool, the school or organisation (“School”, “you”, or “your”) confirms that it has read, understood, and agrees to be bound by these Terms.

1. Purpose of the Service

1.1 The 4Matrix SIMS Integration Tool enables Schools to securely extract selected data from their SIMS School Management Information System (“SIMS MIS”) and make it available for import into 4Matrix Cloud.

1.2 The Software is installed locally at the School and communicates securely with 4Matrix-managed services to facilitate on-demand data extraction initiated by authorised users within 4Matrix Cloud.

2. Eligibility and Authority

By agreeing to these Terms, you confirm that:

- You are authorised to act on behalf of the School
- The School holds a valid licence for SIMS
- The School holds a valid licence for 4Matrix Cloud
- The School has lawful authority to process and share the data extracted using this Service

3. Installation and Activation

3.1 Access to the SIMS Integration Tool is granted following successful signup and approval.

3.2 Upon installation and activation:

- A unique cryptographic public/private key pair is generated locally
- An API key is issued to the School
- Authentication credentials are stored locally in encrypted form

3.3 Activation codes are single-use and must be kept secure.

4. SIMS Credentials and Security

4.1 The School must create a dedicated SIMS user account specifically for use with the SIMS Integration Tool.

4.2 SIMS login credentials:

- Are entered locally by the School
- Are encrypted using a locally generated public key

- Are transmitted to 4Matrix infrastructure in encrypted form
- Cannot be decrypted by 4Matrix, as the private key remains solely on the School's system

4.3 The School is responsible for:

- Maintaining the security of the local machine
- Controlling access to SIMS credentials
- Revoking or changing credentials if the Service is no longer required

5. Data Extraction and Scope

5.1 The SIMS Integration Tool only extracts the data categories explicitly documented by 4Matrix, including but not limited to:

- Student Data
 - Personal identifiers (e.g. name, date of birth, UPN)
 - Demographic indicators (e.g. ethnicity, FSM, Pupil Premium)
 - SEN status and related dates
 - Photos (where enabled)
- Staff Data
 - Name, title, sex
 - Primary work email address
 - Photos (where enabled)
- Grouping and Structure Data
 - Classes, registration groups, houses
 - Linked students and staff with start/end dates
 - Academic years and year groups

5.2 No additional data is intentionally extracted beyond the defined scope.

5.3 The data extracted is governed by the permissions assigned to the SIMS user account provided by the School.

6. Data Protection and GDPR

6.1 The School remains the Data Controller for all data extracted.

6.2 4Matrix acts as a Data Processor and processes data solely on the School's documented instructions.

6.3 Data is:

- Transmitted using secure, encrypted channels
- Temporarily stored within 4Matrix-managed cloud infrastructure for the sole purpose of transfer
- Deleted from the integration service once retrieval is complete

6.4 The School confirms it has:

- A lawful basis for processing under UK GDPR
- Informed data subjects as required
- Appropriate data protection policies in place

7. Access Control and Usage

7.1 Only users with the “Import Data” permission in 4Matrix Cloud may initiate data extractions.

7.2 Each extraction request is authenticated and authorised using time-limited tokens.

7.3 The School must ensure:

- Only authorised staff can access 4Matrix Cloud
- Credentials are not shared improperly

8. Availability and Dependencies

8.1 The SIMS Integration Tool requires:

- A powered-on, accessible Windows PC
- Running Windows Services
- Installed SIMS DLLs

8.2 If the host machine is unavailable, data extraction will not be possible.

8.3 4Matrix does not guarantee uninterrupted availability and shall not be liable for failures caused by:

- Local hardware issues
- SIMS updates or configuration changes
- Network outages
- Third-party software dependencies

9. Automatic Updates

9.1 The Software checks for updates automatically (typically daily).

9.2 Updates may be installed automatically without user intervention to:

- Maintain compatibility
- Improve security
- Fix defects

9.3 The School agrees to receive such updates as part of the Service.

10. Termination and Uninstallation

10.1 The School may cease use of the SIMS Integration Tool at any time.

10.2 Upon termination, the School should:

- Disable or delete the SIMS extract user account
- Uninstall the Software
- Remove any remaining configuration or log files

10.3 4Matrix may suspend or terminate access if these Terms are breached.

10.4 Use of the SIMS Integration Tool is optional and supplementary to the School’s licence for 4Matrix Cloud. Use, non-use, suspension, or termination of the SIMS Integration Tool does not modify, replace, or otherwise affect the terms of the School’s 4Matrix Cloud licence.

10.5 A change of MIS provider, or cessation of use of the SIMS Integration Tool, does not impact the School's rights or obligations under the 4Matrix Cloud licence, which shall continue in full force in accordance with its own terms.

11. Limitation of Liability

11.1 The Integration Tool is provided "as is".

11.2 To the maximum extent permitted by law, 4Matrix shall not be liable for:

- Loss of data caused by incorrect configuration
- Errors arising from SIMS permissions or data structures
- Indirect or consequential losses

11.3 Nothing in these Terms limits liability for death, personal injury, or fraud.

12. Intellectual Property

12.1 All rights in the Software remain the property of 4Matrix.

12.2 The School is granted a non-exclusive, non-transferable licence to use the Software solely for its internal purposes.

13. Changes to These Terms

13.1 4Matrix may update these Terms from time to time.

13.2 Continued use of the Integration Tool after changes are published constitutes acceptance of the updated Terms.

14. Governing Law

14.1 These Terms are governed by and construed in accordance with the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction.

15. Acceptance

15.1 By signing up for, installing, or using the 4Matrix SIMS Integration Tool, the School confirms acceptance of these Terms and Conditions.