

Livingstone Customer Agreement – Terms & Conditions

1 SERVICES

- 1.1 The Supplier shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this Agreement.
- 1.2 The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:
- 1.2.1 planned maintenance carried out during the maintenance window of 6.00 pm to 6.00 am UK time; and
 - 1.2.2 unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Customer at least 24 hours notice in advance.
- 1.3 The Supplier will, as part of the Services and at no additional cost to the Customer, provide the Customer with the Support Services in accordance with the terms and conditions of Schedule 2.
- 1.4 The Supplier will, as part of the Services and at no additional cost to the Customer, provide the Customer with the Training. Any additional training required by the Customer outside the Training shall be provided by the Supplier at the Supplier's standard rates then in force.

Livingstone Support Services

2 INTERPRETATION

The following definitions and rules of interpretation apply in this schedule.

2.1 Definitions:

Commercially Reasonable Efforts the same degree of priority and diligence with which the Supplier meets the support needs of its other similar customers.

Customer Cause any of the following causes:

- (a) any improper use, misuse or unauthorised alteration of the Services by the Customer;
- (b) any use of the Services by the Customer in a manner inconsistent with the then-current Documentation;
- (c) the use by the Customer of any hardware or software not provided by the Supplier or approved by the Supplier in for use by the Customer in connection with the Services;
or
- (d) the use of a non-current version or release of the Services.

Help Desk Support	any support provided by help desk technicians sufficiently qualified and experienced to identify and resolve most support issues relating to the Services.
Operational Fault	failure of the Services to operate in all material respects in accordance with the Documentation, including any operational failure or error referred to in the Service Level Table.
Out-of-scope Services	any services provided by the Supplier in connection with any apparent problem regarding the Services reasonably determined by the Supplier not to have been caused by an Operational Fault, but rather by a Customer Cause or a cause outside the Supplier's control (including any investigational work resulting in such a determination).
Service Levels	the service level responses and response times referred to in the Service Level Table.
Service Level Table	the table set out in paragraph 5.1.
Support Request	request made by the Customer in accordance with this schedule for support in relation to the Services, including correction of an Operational Fault.
Support Services	maintenance of the then-current version or release of the Services, including Help Desk Support, but excluding any Out-of-scope Services.

- 2.2 All initial capitalised terms in this schedule shall have the meaning given to them in clause **Error! Reference source not found.** of the Agreement, unless otherwise defined herein.

3 SUPPORT SERVICES

- 3.1 During the Subscription Term the Supplier shall use Commercially Reasonable Efforts to perform the Support Services during Normal Business Hours in accordance with the Service Levels.
- 3.2 As part of the Support Services, the Supplier shall:
- 3.2.1 provide Help Desk Support by means of telephone and e-mail;
 - 3.2.2 use Commercially Reasonable Efforts to correct all Operational Faults notified to it; and
 - 3.2.3 use Commercially Reasonable Efforts to provide technical support for the Services in accordance with the Service Levels.
- 3.3 The Supplier may reasonably determine that any services are Out-of-scope Services. If the Supplier makes any such determination, it shall promptly notify the Customer of that determination.
- 3.4 The Customer acknowledges that the Supplier is not obliged to provide Out-of-scope Services.

4 FEES

- 4.1 The provision of Support Services on a remote, off-site basis (such as over the telephone or by e-mail) within the Subscription Term shall be included in the Subscription Fees.
- 4.2 The provision of Support Services at the Customer's premises or the provision of Out-of-scope Services shall be charged for at the Supplier's standard rates then in force.

5 SERVICE LEVELS

- 5.1 The Supplier shall:
- 5.1.1 prioritise all Support Requests based on its reasonable assessment of the severity level of the Operational Fault reported; and
 - 5.1.2 use Commercially Reasonable Efforts to respond to all Support Requests, in accordance with the responses and response times specified in the table set out below:

Priority	Description	Response time	Target resolution time
Priority 1	The entire Service is "down" and inaccessible.	Within 4 Normal Business Hours.	24 Normal Business Hours. Continuous effort after initial response and with Customer co-operation.
Priority 2	Operation of the Services is severely degraded, or major components of the Service are not operational and work cannot reasonably continue.	Within 12 Normal Business Hours.	Within 3 Business Days after initial response.
Priority 3	Certain non-essential features of the Service are impaired while most major components of the Service remain functional.	Within 24 Normal Business Hours.	Within 7 Business Days after initial response.
Priority 4	Errors that are non-disabling or cosmetic and clearly have little or no impact on the normal operation of the Services.	Within 72 Normal Business Hours.	Next release of Software.
Suggested service improvements	Suggestions from customer that could improve services but that have no immediate impact on normal operation	Within 72 Normal Business Hours.	Next release of Software (subject to review).

- 5.2 The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response times.
- 5.3 The Supplier shall give the Customer regular updates of the nature and status of its efforts to correct any Operational Fault.