

Service Level Agreement Provision of Support

EFFECTIVE DATE	
REFERENCE	



Unit 6, Hurlingham Business Park, Sullivan Road, LONDON, SW6 3DU

Service Level Agreement (SLA)
Between RT Software Limited
And

Document Owner	RT Software Limited
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Version	Date	Description	Author
1.0		Service Level Agreement	Mark Bowman

Approval

By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.

Approvers	Role	Signed	Date
RT Software Ltd	Service Provider		
	Customer		

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1. AGREEMENT OVERVIEW

1.01 This agreement represents a Service Level Agreement between RT Software Limited and ***** for the provision of Support and Maintenance Services required to support and sustain the software licensed on a 20 year perpetual licence, or Annual Right To Use Licence, by the Service Provider to the Customer, as identified in the quotation for the services dated ***** (“Software”). Further details of the scope of support provided under this SLA and additional terms applicable to the provision of Support and Maintenance Services under this SLA are set out in Annex C (Software Support Agreement), which forms part of this Agreement, together with the quotation.

2. GOALS AND OBJECTIVES

2.01 The purpose of this agreement is to ensure that the proper elements and commitments are in place to provide consistent Support and Maintenance to the Customer by the Service Provider.

2.02 The goal of this agreement is to obtain mutual agreement for Service Support and Maintenance between the Service Provider and the Customer.

2.03 The objectives of this agreement are to:

- a. Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- b. Present a clear, concise and measurable description of service provision to the Customer.
- c. Match perceptions of expected service provision with actual service support and delivery.

3. STAKEHOLDERS

3.01 The following Service Provider and Customer will be used as the basis of the Agreement and represent the primary stakeholders associated with this SLA

Service Provider	:	RT Software Limited (“Service Provider”)
Customer	:	***** (“Customer”)

4. PERIODIC REVIEW

4.01 This agreement is valid from the Effective Date outlined herein and is valid for as long as the parties have in place a valid agreement for the provision of support in accordance with the quotation and the remainder of this Agreement.

4.02 The contents of this document may only be amended by mutual agreement recorded in writing.

5. SERVICE AGREEMENT

5.01 The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this agreement.

Service Scope : Support Services

5.02 The following Support Services are covered by this agreement

- a. Manned telephone support
- b. Monitored e-mail support
- c. Remote assistance using remote desktop (Teamviewer)
- d. Onsite assistance, where applicable (extra costs apply, by agreement)

Service Scope : Maintenance Services

5.03 The following Maintenance Services are covered by this agreement

- a. Bug fixes to the covered software
- b. Enhancements to the covered Software, provided that the system hardware and operating system used by the Customer are compatible with that supported by the Service Provider.

Customer Requirements

5.04 Customer responsibilities and/or requirement in support of this agreement include

- a. Payment for all support costs as agreed with the Service Provider in writing
- b. Provide the Service Provider with a point of contact for all reviews and renewals and to keep those details up to date.
- c. Provide relevant information pertaining to any issue to the Service Provider to allow remedy as laid out in Annex A.
- d. Ensure reasonable availability of a suitably competent customer representative when resolving a service related issue or request.
- e. Shall not amend, change, or delete the covered software in any way and shall take all reasonable precautions against potential corruption of the installed software.
- f. Shall ensure that their Operating System is kept up to date.
- g. Shall ensure that all precautions are taken to prevent the introduction of malware to their IT Systems.
- h. Shall maintain a backup of the most up to date installation and configurations parameters including
 - i. Custom Projects
 - ii. Modifications to the Pundit Interface
 - iii. Pundit Skins / Web Skins

Service Provider Requirements

5.05 The Service Provider responsibilities and/or requirements in support of this agreement include

- a. Meeting response times associated with service related incidents
- b. Informing the Customer for the Severity Level associated with their incident and informing the Customer where a Severity Level changes.
- c. Providing the Customer with updates, at the Customer's request, on any outstanding issue.

Service Assumptions

5.06 Assumptions related to in-scope services and/or components include

- a. Changes to services will be communicated and documented to all stakeholders.

6. SERVICE MANAGEMENT

6.01 Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

Service Availability

6.02 Coverage parameters specific to the service covered by this agreement are as follows

- a. Telephone Support : 0900 - 1700 (UK Time), Monday to Friday but excluding Public and Bank Holidays in England and Wales.
- b. E-Mail Support : 0900 - 1700 (UK Time), Monday to Friday but excluding Public and Bank Holidays in England and Wales.
- c. Onsite assistance, where deemed appropriate and at a mutual time between the Provider and the Customer (extra costs may apply)

Service Unavailability

6.03 The Service Provider will not be deemed to have failed to deliver to this agreement due to circumstances outside of its control (e.g. loss of power to office premises, loss of communications facilities)

Service Requests

6.04 In support of services outlined in this agreement, the Service Provider will respond to service related incidents and/or requests submitted by the Customer within the following timeframes , dependent on the Severity Level as described in Annex B.

ANNEX A

SERVICE REQUEST PROCEDURES

A.01 To make a service request the Customer must contact the Support Office on either 020 7384 9277 or by e-mail on support@rtsw.co.uk

A02. All RT Software staff have been instructed to refuse all Service Requests and have been directed to inform the Customer to make contact using the method in Paragraph A.1.

Information Required

A03. When contacting the Service Provider, the Customer is to provide the following information in relation to the service incident

- a. Product name and version
- b. Identification number of the dongle or Software Licence Key in use
- c. Hardware being used
- d. Operating system (type and version)
- e. Graphics Card Information (Make and Driver version)
- f. Video Card Information (Make and driver version)
- g. Provide details of any custom project being used.
- h. An accurate and full description of the fault as follows
 - i. What happened leading up to the issue
 - ii. What happened after the issue
 - iii. Does the problem occur every time or is it occasional
 - iv. Can the issue be reproduced
- i. Where possible a screenshot of any messages being displayed.
- j. Where possible save the playout stack and error logs and email them to support@rtsw.co.uk
- k. Provide Teamviewer access to the Hardware being used. The Customer is to confirm with the Supplier that their system has up to date Anti Virus Software running and that the PC being connected to is free of all Malware. The Supplier will not connect to any machine or open any e-mail attachment where this confirmation has not been given by the Customer and received by the Supplier.

ANNEX B

SERVICE LEVELS AND MEANINGS

Severity Level	One
Issue	Issue produces an emergency situation in which the covered software is inoperable or fails catastrophically preventing the Customer from using the covered software for its intended purpose.
Response (Acknowledgement)	Automated by return (email)
Response (Follow up)	2 business hours, or next working day if contact is outside of normal service hours
Resolution (Solution)	Work around or software fix
Resolution (Delivery)	Use reasonable endeavours to achieve this within 24 hours

Severity Level	Two
Issue	Issue produces a detrimental situation in which performance (throughout or response) of the covered software degrades substantially under reasonable loads to create a severe impact on use. The covered software is usable, but materially one or more of the mainline functions or commands are inoperable; or the use is otherwise significantly impacted
Response (Acknowledgement)	Automated by return (email)
Response (Follow up)	4 business hours, or next working day if contact is outside of normal service hours
Resolution (Solution)	Work around or software fix
Resolution (Delivery)	Use reasonable endeavours to achieve this within 48 hours

Severity Level	Three
Issue	Issue produces an inconvenient situation in which the covered software is usable but does not provide a function in the most convenient or expeditious manner, and the use suffers little or no significant impact.
Response (Acknowledgement)	Automated by return (email)
Response (Follow up)	5 working days
Resolution (Solution)	Next update
Resolution (Delivery)	By agreement

Severity Level	Four
Issue	Issue produces a noticeable situation in which the use is affected in some way which is reasonable correctable by a documentation change or by a future or regular maintenance release by the Service Provider.
Response (Acknowledgement)	Automated by return (email)
Response (Follow up)	10 working days
Resolution (Solution)	Future update
Resolution (Delivery)	By agreement

ANNEX C

SOFTWARE SUPPORT AGREEMENT

Overview

C01. Customer can contact the Support Team at RT Software to discuss technical aspects of the Software, report issues in the Software and expect resolution through the Software updates (bug fixes), and receive new versions of the Software that may include bug fixes and product feature enhancements.

C02. RT Software reserves the right to make an additional charge for major new releases or custom development of the Software. Any additional charges must be agreed between the parties in writing in advance of the release being made available to the Customer or work being carried out.

C03. The SLA does not include for any provision for on site support or Customer visits.

What is Supported

C04. All current Software releases, plus 2 previous versions. This includes corrections to errors and product malfunctions in the Software, as well as usage and installation assistance.

What is not Supported

C05. RT Software has no obligation under this Agreement and Service Level Agreement to support the following

- Versions more than 2 releases old
- Software problems created by Customer negligence
- Software problems resulting from hardware malfunction
- Software used on a computer system not specified by RT Software

Backup of Software

C06. RT Software will keep on their servers, unless expressly requested not to, a copy of each and every version of Software that the client has had maintained.

System Advice

C07. RT Software will offer free telephone or email advice, on any matter that pertains to the use of the software within the customers organisation in relation to enhancements and integration with other systems at the customer's site.

Performance of Agreement

C08. RT Software will do everything within its powers to make sure that you are satisfied with the service you are receiving. Should you not be totally satisfied, you should contact your Account Manager to discuss the options available.

Payment

C09. Charges will be invoiced quarterly in advance. Payment terms are 30 days from date of invoice. Failure to settle the invoice in full will mean that that RT Software may terminate the Agreement or suspend the provision of Services until payment is made, provided that Customer is given notice of non-payment and at least 10 days to pay the outstanding invoice.

Termination

C10. Customer may terminate the Agreement on notice at any time if:

- RTSW suffers any insolvency event or ceases to do business; or
- RTSW is in material breach of the Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of receipt of notice in writing to do so. Material breach for this purpose includes repeated or persistent failure to deliver the services in accordance with the service levels described in this SLA.

C11. If Customer terminates the Agreement it shall be entitled to a pro rata refund of any prepaid fees relating to the period after termination.

Law and jurisdiction

C12. This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by, and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Limitation of Liability

C13. Neither party excludes its liability for death or personal injury resulting from its negligence, fraud or fraudulent misrepresentation, breach of any obligations of confidentiality owed to the other party, breach of its obligations in respect of data protection and privacy, or any other losses which cannot be excluded or limited under applicable laws. Subject to the above, neither party shall be liable for any special, indirect or consequential damage or loss arising in connection with this Agreement; and each party's total aggregate liability arising under or in connection with this Agreement however arising shall be limited to £15,000.

C14. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way. This Agreement and Service Level Agreement constitutes the entire support agreement between you and RT Software.

Other terms

C15. Renewal. Customer may opt to renew the term of the Agreement for a further period of 12 months by giving no less than 30 days notice to RT Software prior to expiry of the original term specified in the quotation, or any subsequent renewal term.

C16. Assignment. Customer may assign or novate this contract to a third party, including a third party support provider.

C17. Privacy. The parties agree and acknowledge that RTSW is not processing any personal data as a processor on behalf of Customer under or in connection with this Agreement (as those terms are defined in the General Data Protection Regulation, or GDPR). RTSW may process personal data of Customer's users as a controller as required in connection with this Agreement and shall do so in accordance with all applicable laws.

C18. Policies. RTSW will comply with Customer's policies and protocols regarding access to Customer's systems and premises as applicable and notified to RTSW from time to time.

C19. Notices. Any notice given to a party under or in connection with this Agreement will be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this Agreement, and will be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or email. A notice will be deemed to have been received: if delivered personally, when left at the address referred to above; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

ANNEX D

SOFTWARE COVERED BY THIS AGREEMENT

D01. The software shown below is covered by this Service Level Agreement and the Annual Software Agreement:

LICENCE ID	SOFTWARE COVERED