

Online Learning Terms and Conditions

LG Online materials are provided subject to the conditions below

Courses are provided for an initial 3 year period followed by annual renewals until cancelled with a minimum of 30 days notice.

Courses remain the property of Global Vision Media (GVM) and may not be copied or redistributed without the written permission of GVM.

Service Levels Global Vision Media - “contractor”

- 1.1. Provided the Client has paid the applicable annual fee in full, Contractor shall provide technical support as stated below. Contractor may provide other extended technical support services to the Client upon additional terms and charges to be agreed.
- 1.2. **Maintenance:** Maintenance for the software used to provide the Services is included as part of the support services. Maintenance includes software upgrades, bug-fixes, patches, error corrections and enhancements, together with instructions for installing such upgrades, bug-fixes, patches, error corrections and enhancements. These are provided at no additional charge when any of the foregoing are developed and made available, without customisation, to Contractor’s clients generally. These must be provided no later than when they are made available to Contractor’s other clients generally. All of the foregoing shall become part of the Software or Related Documentation (as the case may be) licensed under this Agreement.
- 1.3. **General:** The parties may by agreement in writing agree to amend the Service Levels.
- 1.4. **Client Support**
 - 1.4.1. First level support is provided by Client, reading FAQs and Software information to be provided by Contractor. All requests for Support Services by the Client must be made to the Contractor’s support helpdesk. The Contractor must provide the Client with access to the support helpdesk within 7 days of the Commencement Date. Support will be provided by the Contractor between 9am – 5pm on Working Days.
 - 1.4.2. Follow-up by the Contractor will be made in the most appropriate manner to deal quickly and efficiently with the request of the Client and in accordance with the initial response times set out in Clause 1.4.3.
 - 1.4.3. Contractor will prioritise Software support to the Client requests for Defect resolution into four levels:

Priority	Description	Initial Response Time	Problem Fix Turnaround Time
1	Critical Defect. Software is down.	4 hours	2 Working Days

2	Major Defect. Software is functioning but operation is severely affected. Priority 2 problems may be resolved with a fix or a workaround. If a workaround is provided, the priority level will be downgraded to priority 3.	8 hours	5 Working Days
3	Minor Defect. Software is functioning and workaround is available. Priority 3 problems should be resolved with a fix or a workaround.	Next Working Day	To be mutually agreed between the parties.
4	“How to” or administrative request. Client requests advice on how to use an existing function of the Software, or requests an administrative operation such as courseware uploading. This does not refer to such requests from end-users.	2 Working Days	N/A

1.4.4. The priority of each Defect will be determined by the Contractor after consulting the client.

1.4.5. “Initial Response Time” refers to the response time by which Contractor will communicate with the Client in respect of the reported Defect. It does not refer to the time in which the reported problem shall be resolved by Contractor.

1.4.6. Contractor shall use its best endeavours to resolve all Defects identified in the support requests within the “Problem Fix Turnaround Time”. However, due to the unpredictable nature of enquiries, Contractor gives no warranty that such timescales shall be met and shall not be liable for failure to do so except as stated in Clause 1.4.8.

1.4.7. The time periods referred to above shall commence when the request for support is made by the Client to the support helpdesk.

1.4.8. The Contractor must implement appropriate measurement and monitoring tools and procedures to measure their performance against the Service Levels.

1.5. **Excluded Support Services**

1.5.1. The contractor is not responsible for causes external to the Software or Documentation, including but not limited to: fault or negligence of Client; where the system is hosted by the Client, failure of Client to incorporate Updates and Upgrades provided by Contractor; operation of the Software with other media not meeting or not maintained in accordance with the Documentation, or causes other than ordinary use; modifications, alteration or additions by parties other than the Contractor; viruses; third party software or equipment; telephone carriers or utilities. Any software maintenance or services required, as determined by Contractor, will be billed to the Client on a time-and-materials basis according to Contractor’s then current rates.

1.5.2. Where an issue is escalated to the Contractor by the Client's nominated First Level Support representative according to the process outlined, it will be deemed to be covered by the cost of the annual support agreement unless:

- (a) the issue is found to have arisen in whole or in part from Client error OR
- (b) the issue is found to have arisen in whole or in part due to operation of the system other than in accordance with the system manuals and the training provided to the Client by the Contractor OR
- (c) the issue relates to any matter other than the operation of the system itself, OR
- (d) the issue relates to item(s) of content, other than where that content was exclusively created by the Contractor OR
- (e) The issue is a request for information that was covered in the training sessions provided to the Client

1.5.3. Where support is required that is not covered by Section 1 (above) it will be charged at the standard rate. Note that where a quote is provided by the Contractor, the amount quoted will override the standard rate. Fees are reviewed annually by the Contractor and the Contractor will provide a minimum of 30 days' notice of a change to the fee schedule.

The Contractor will make its best endeavours to identify a request that will fall into the Additional Support category from the outset and provide a fixed quotation for addressing the issue. Notwithstanding this, the Contractor may at its sole discretion determine that any issue falls outside the provisions of Included Support should evidence to support that conclusion arise during resolution of the issue. Under such circumstances, charges will be applied retrospectively for work done to that point and the Contractor will suspend work on the issue and await confirmation from the Client before proceeding further.

1.5.4. The Service Level Agreement details the resolution times for support requests and indicates that the Contractor will make commercially reasonable efforts to adhere to them. For purposes of the SLA, "commercially reasonable efforts" will not be deemed to require the Contractor to undertake extraordinary or unreasonable measures or incur costs that are disproportionate to the impact of the issue on the users of the system. Furthermore, "commercially reasonable efforts" will not require the Contractor to adhere to the contracted resolution times in circumstances where delays arise that are beyond its control.

1.6. **Additional Support**

Where support is required because of a matter referred to in clause 1.5 above it will be charged at Contractor's hourly rate. Note that where a quote is provided by Contractor, the amount quoted will override the hourly rate if it is lower than the hourly rate. Upon each anniversary of the Commencement Date the Contractor may increase these hourly rates by giving the Client notice of such increase at least 30 days prior to the relevant anniversary date. Standard fees will increase on each anniversary of the Commencement Date, in line with the Consumer Price Index (CPI), as published by the Australian Bureau of Statistics (ABS).

Contractor will use its best endeavours to identify a request that has arisen because of a matter referred to in clause 1.5 from the outset and provide a fixed quotation for

addressing the issue. Notwithstanding this, Contractor may at its reasonable discretion determine that an issue has arisen because of a matter referred to in clause 1.5 should evidence to support that conclusion arise during resolution of the issue. Under such circumstances, charges will be applied retrospectively for work done to that point and Contractor will suspend work on the issue and await confirmation from the Client before proceeding further.

1.7. New Releases and Updates

1.7.1. Installation hosted by Contractor

Where an update or new release is made available (via Contractor) and where it is recommended that it be applied to all installations, Contractor will make arrangements with the Client to install it at no cost to the Client. In addition, in circumstances where Contractor determines that a supplied update is required to address a specific Client issue, Contractor will arrange to undertake the installation at no cost to the Client.

1.7.2. Installation hosted by Client

Where an update or new release is made available (via Contractor), Contractor will provide sufficient information to the Client in order to be installed by Client at Client expense. In addition, Contractor can provide these Services of upgrade installation for agreed fee.

1.8. Access to Server (for Client hosted installations)

The Client will provide the Contractor with access to the Software on a case-by-case basis to allow them to carry out their support obligations, subject to the Contractor complying with the Client's security measures.

This will include:

- a) remote access to the server's desktop
- b) local windows administrator access
- c) the NTS administrator's login
- d) remote SQL Enterprise Manager access to the database.

Signed

Print name of signatory

Date

Name of Council Represented