



LiveWhale Platform Service Level Agreement (SLA)

Effective date: November 1, 2019

It is our intent to provide the highest level of customer service available for a higher education software product. By setting down policies in a concrete SLA and channeling requests for help through approved contact methods, we hope to provide better and more responsive service; maintain an accurate profile of user training needs; and ensure a staffing level appropriate to the volume of support requests. This document shall supersede and replace all prior contract language pertaining to the Service Level Agreement.

Contacting support

- All support requests should be emailed to support@livewhale.com. For protocol relating to emergency support, see below.

Definitions

- **Support** refers to communications from software users to request help, report bugs, or ask questions. Types of support requests are discussed in more detail below.
- **LiveWhale** refers to the LiveWhale CMS or LiveWhale Calendar software products, whichever product your institution uses, as well as the general technology platform those products are built upon.
- **LiveWhale Core** refers to the source code of LiveWhale, as installed and regularly upgraded. Specifically, the source code of LiveWhale constitutes all files within the non-public `/livewhale/core/` and public `public_html/livewhale/` directories that power your website or calendar.
- **Client-specific code** refers to any code or assets that are specific to your institution's website or calendar. This includes all files on your web server outside LiveWhale Core, like the following:
 - Templates and theme files inside `/_ingredients/` on your server's public root
 - Templates and theme files in `/livewhale/theme/` (except `/livewhale/theme/core/`)
 - Public or private pages on your website
 - Configuration files inside the non-public `/livewhale/` directory
 - Client modules inside the non-public `/livewhale/client/` directory

Terms related to client-specific code apply whether said code was created by White Whale Web Services staff, a developer on your team, or a third party.

- **Billable** items are quoted and priced at our House Rate. As of the Effective Date of this document, our House Rate is **\$200**.

We will notify you in writing of any changes to this hourly rate. In certain circumstances, at our own discretion, we may offer reduced rates for certain billable tasks or work projects, or negotiate a flat fee for specific projects.

- **Business hours** are defined as 6am–6pm Pacific (9am–9pm Eastern) Monday through Friday, excluding federal US holidays and the week between the Christmas and New Year’s holidays.

Billable and non-billable support

- A LiveWhale license entitles you to customer support at no cost, for purposes of servicing, repair, or correction to LiveWhale’s core source code. If you report an issue that identifies a flaw or bug in our core software, we’ll fix it as promptly as possible.
- All work done to resolve bugs or issues *resulting from client-specific code* is billable at our House Rate.
- We will make every effort to promptly diagnose the source of any bugs or issues that you report. Whether the source of these issues is determined to be LiveWhale Core or client-specific code, diagnostic work is included with your license as non-billable support, unless we determine that such diagnosis could take over two hours; in such cases, we may request that you pre-authorize billable time for diagnosis in case the cause of the issue is eventually determined to be in client-specific code.
- Before beginning work to address issues in client-specific code, we will provide an informal estimate of time and costs to resolve each issue. If you require a formal quotation for each such instance, please let us know.

Software upgrades

- Regular upgrades to LiveWhale will be provided at no charge for the term of this License. Upgrades will be executed by LiveWhale staff.
- For most upgrades, we will provide advance notice of the upgrade; work with you to schedule your upgrade; execute it at a time that makes sense for you, and be available for consultation afterwards. In the case of occasional software patches and bug fixes that do not affect the operation of the software, we do not typically notify you unless expressly requested.
- Only LiveWhale Core files are modified in upgrades to LiveWhale.
- LiveWhale provides a robust architecture for client-specific customizations that allows great flexibility in designing LiveWhale-powered websites as well as using and modifying the software itself. **Upgrades to LiveWhale Core may cause conflicts with client-specific code.** We do our best to minimize the possibility of such conflicts when executing minor upgrades; in significant version upgrades, conflicts are likely.
- After a LiveWhale upgrade, LiveWhale staff can assist your team in locating and diagnosing potential conflicts with client-specific code; however, we are not responsible for identifying any or all possible conflicts.

- Work to resolve such conflicts is billable at our House Rate.
- We strongly suggest that upgrades be executed first in a development/test environment, to allow time to review, identify, and resolve conflicts.

Types of Support Requests

Support Level 1 (SL1)

Type	Examples	How to report	Expected time to first response
Emergency	Server outage, entire site won't load, homepage won't load, no editors can login to the CMS	Email support@livewhale.com with "URGENT" in the subject line	<ul style="list-style-type: none"> • During business hrs: < 30min • Within 24 hrs of a site launch or upgrade: < 30min • All other times: < 1 hour
Bug Reports	Broken CMS feature, page won't load	Email support@livewhale.com	< 1 business day

SL1 Hours included per month: **Unlimited across all plans**

Support Level 2 (SL2)

Type	Examples	How to report	Expected time to first response
Informational	Requests to review unexpected behavior, questions or advice on best practices	Email support@livewhale.com	< 3 business days
Feature Requests	Requests for enhancements or changes to the LiveWhale Core	Email support@livewhale.com	< 5 business days

SL2 Hours included per month by LiveWhale Calendar plan:

Small: **2hr/month**

Medium: **5hr/month**

Large (and LiveWhale CMS): **Unlimited**

We reserve the right to determine if a given support request falls under SL1 or SL2. Depending on your product tier we may cap time spent addressing SL2 requests according to the above chart (if your LiveWhale Calendar contract doesn't indicate a tier, the "Small" tier support limits apply).

These limits are intended to help us maintain proper levels of support across all our clients, and aren't meant to be restrictive. If you're having trouble, we want to hear about it. We'll let you know if ever you reach your monthly cap and give you the option to either de-prioritize your request, or to approve billable time to fast-track it.

Customer support is provided at no additional charge as it pertains to bugs in LiveWhale Core or issues with LiveWhale Cloud Hosting. Support pertaining to *client-specific code* or *self-hosted clients* may be billable; see details below.

Emergency support (SL1)

- For the purposes of this contract, *emergencies* are defined as failures of the LiveWhale software or LiveWhale Cloud Hosting that prevent the normal functioning of a LiveWhale-powered website. These are typically (a) *front-end outages* on your public site, when LiveWhale-powered pages do not load in current versions of popular browsers; and (b) *back-end outages*, in which no users with LiveWhale accounts can log into the administrative backend.
- **Emergency support requests must be made by emailing support@livewhale.com with the word "URGENT" in the subject line.** This is the fastest way to reach our entire team and get your request resolved immediately.
- For 24 hours after the completion of a LiveWhale upgrade, emergency support requests can be made at any time, and will be answered within 30 minutes.
- There is no additional charge for emergency support service if the request is properly defined as an emergency as stated above. *Please note that any outages caused by client-specific code do not meet this definition.*
- We will provide estimates in advance if circumstances allow, but **we require that you pre-authorize up to two hours of billable work** for any emergency support request, in the event we later determine the issue to be (a) inappropriate for the emergency channel, or (b) the result of client-specific code.

Bug reports (SL1)

- If you report an issue that is determined to be the result of a LiveWhale bug (defined here as a failure or unintended result of functionality in the LiveWhale Core), we will address the bug at no cost to you. We reserve the right to determine if a given support request is a bug report.
- We reserve the right to schedule bug fixes where appropriate and convenient on our roadmap, but we will make every effort to address bugs that actively interfere with the normal maintenance of your website as quickly as possible.
- Sometimes bugs are the result of client-specific code. We may bill retroactively at our House Rate for time spent working on bugs that, once resolved, are determined by mutual agreement to be the result of client-specific code.
- We will provide estimates in advance if circumstances allow; if we have not provided an estimate for work that is eventually determined to be caused by client-specific code, we may bill retroactively for no more than two hours at our House Rate.

Feature requests (SL2)

- Support requests that call for functionality that does not currently exist in LiveWhale are classified as *feature requests*. We reserve the right to determine if a given support request is a feature request, and will notify you of our determination before starting work.
- When we receive a feature request, we will first determine whether the requested feature belongs in LiveWhale's core feature set. If it does, we will add it to our roadmap of new feature plans, to be implemented at a timeline of our choosing, with no cost to you.
- If we determine that a feature request is not appropriate for LiveWhale core, you may request that we build the desired functionality as a custom project for your LiveWhale installation only. Custom work is typically billed on an hourly basis with an advance estimate of likely project cost; we require a signed contract and approved quote before undertaking any custom code projects.
- If your feature request is deemed appropriate for our roadmap but you require the desired functionality on a more immediate timeline, you may contract with us to provide the feature as soon as possible. In this case, we'll work with you to determine the soonest possible delivery date for your feature given our work supporting other customers. We will bill these projects on the same hourly basis as custom projects, but offer a 50% discount for the development of features that will be incorporated as is into the LiveWhale Core.

Informational support (SL2)

- Support requests that do not fall into the above categories are considered *informational support*. These may include questions about the proper use of LiveWhale; questions or requests pertaining to the coding of webpages by White Whale during the site buildout process, and not related directly to LiveWhale; requests to review unexpected behavior and provide advice; and other general requests.

Support documentation

- Online support documentation is available at docs.livewhale.com. We are always looking to make our support documentation as accurate, helpful and responsive as possible to the needs of day-to-day CMS and calendar users, and we invite the participation of our developer community in writing and editing support documentation.

Who may make support requests

- Emails to support@livewhale.com may be sent by any registered user of your LiveWhale account. However, specific individuals identified by you as "designated LiveWhale administrators" are typically the initial point of contact for end user support, with most support requests coming to us from these individuals.
- We will only perform billable support work under the terms of this agreement when requests come from designated LiveWhale administrators. When support requests are submitted by other users to support@livewhale.com, we will forward those requests to your designated LiveWhale administrators (if

performing requested tasks would be billable), or reply with copy to your administrators (for quick fixes and easy answers).

- Emergency support requests may come only from designated LiveWhale administrators.

Modifications to Service Level Agreement

- White Whale may provide you with notices, including those regarding changes to this Service Level Agreement, by email or regular mail; provided, however, that notice of changes to the Service Level Agreement shall be provided to you no less than thirty (30) days prior to their effective date. Should you not agree to changes in the Service Level Agreement, you may terminate any contracts associated with this agreement without penalty by providing notice to White Whale prior to the changes' effective date. Upon termination for this reason, you will receive a refund of any prepaid fees, prorated over the then-current term.