



Care Plan Terms and Conditions

These Care Plan terms and conditions (“**Care Terms**”) apply in addition to the Software License and Maintenance Terms and Conditions (“**Software Terms**”). The Software Terms can be viewed at <https://supportzone.security.gallagher.com/End-User Knowledge Centre/Gallagher Care Plan>

1. **Terms**

- 1.1 The term of the Care Plan will commence on the date of installation of the Software and will continue for the first year from the date that the Software was first issued, at no additional cost to you (“**Initial Term**”).
- 1.2 After the Initial Term, we will provide you with the Care Plan provided that you have renewed the Software Maintenance Service and paid the applicable Maintenance Fee.
- 1.3 The tier level of the Care Plan that you are entitled to is based on your Maintenance Fee or as otherwise negotiated between you and your Channel Partner.
- 1.4 If you fail to pay the Maintenance Fee, we will cease to provide the Software Maintenance and Care Plan Services for the next applicable Maintenance Period.
- 1.5 The Care Plan is provided to you as an add on feature to the Software Maintenance. Gallagher may in its sole discretion amend or withdraw the Care Plan without reason by giving notice to you. This notice may be made to you at any time during any current Maintenance Period.
- 1.6 The Care Plan Services are provided to you “as is” without warranty of any kind, express or implied, including but not limited to warranties of performance, fitness for a particular purpose, accuracy and omissions. To the fullest extent permissible by law, we make no representations or warranties of any kind as to the functions in connection with the Care Plan Services or for any products or services or links to third parties.

2. **Definitions and Interpretation**

All capitalised words in the Care Terms have the same definition as noted in the Software Terms and can be viewed at <https://supportzone.security.gallagher.com/End-User Knowledge Centre/Gallagher Care Plan>