

Terms and conditions

Please see below for standard terms and conditions related to development, delivery and support of services. As projects may be bespoke these terms and conditions may be altered depending on the project concerned.

Introduction

The terms and conditions describes the levels of service that [company name] ('the client') will receive from MDSAS.

Purpose

The client depends on IT equipment, software and services that are provided, maintained and supported by MDSAS. Some of these items are of critical importance to the business.

This document sets out what levels of availability and support the client is guaranteed to receive for specific parts of the IT system and forms an important part of the contract between the client and MDSAS. It aims to enable the two parties to work together effectively.

Scope Parties

These terms and conditions are between:

The client:	MDSAS:
[company address] [address line 2] [address line 3] Key contact: [name] [telephone / email]	Medical Data Solutions and Services Suite 1, 2nd Floor of Anchorage One, Anchorage Quay, Salford Quays M50 3YJ Key contact: Dr Rob Hollingsworth Director Rob.Hollingsworth@mdsas.com

Dates and reviews

The terms and conditions may be reviewed at any point, by mutual agreement. It may also be reviewed if there are any changes to the client's IT system.

Equipment, software and services covered

This document covers only the equipment, software and services required for the project as listed below. This list may be updated at any time, as long as both the client and MDSAS are in agreement.

Please note:

- MDSAS guarantees **response and resolution times** for all items
- MDSAS guarantees uptime only for items with a tick in the **Covered for uptime?** column.

As in the example table below Items are assigned a priority level, from 1 (most important) to 3 (least important). The priority levels help determine the guaranteed uptime and response and resolution times.

Item type	Number of items	Priority	Covered for uptime?
List of services required by the project	1	1	Y

Services

As required for the bespoke project development

Exclusions

This document is written in a spirit of partnership. MDSAS will always do everything possible to rectify every issue in a timely manner.

However, there are a few exclusions. This document does not apply to:

- Any equipment, software, services or other parts of the IT system not listed as a required project service
- Software, equipment or services not purchased via and managed by MDSAS

Additionally, this document does not apply when:

- The problem has been caused by using equipment, software or service(s) in a way that is **not recommended**.
- The client has made **unauthorised changes** to the configuration or set up of affected equipment, software or services.
- The client has prevented MDSAS from **performing required maintenance and update** tasks.
- The issue has been caused by **unsupported** equipment, software or other services.

This document does not apply in circumstances that could be reasonably said to be beyond MDSAS's control. For instance: floods, war, acts of god and so on.

This document also does not apply if the client is in breach of its contract with MDSAS for any reason (e.g. late payment of fees).

However, MDSAS aims to be helpful and accommodating at all times, and will do its absolute best to assist all stakeholders wherever possible.

Responsibilities

a) MDSAS responsibilities

MDSAS will provide and maintain services used by the client. The IT support contract between MDSAS and the client includes full details of these responsibilities.

Additionally, MDSAS will:

- Ensure relevant software, services and equipment are available to the client in line with the uptime levels listed below.
- Respond to relevant support requests within the timescales listed below.
- Take steps to escalate and resolve issues within the timescales listed below.
- Maintain good communication with the client at all times.

b) Client responsibilities

The client will use MDSAS-provided services as intended.

The IT support contract between MDSAS and the client includes full details of the IT services and intended uses.

Additionally, the client will:

- Notify MDSAS of issues or problems in a timely manner.
- Provide MDSAS with access to equipment, software and services for the purposes of maintenance, updates and fault prevention.
- Maintain good communication with MDSAS at all times.

System Availability

In order to enable the client to do business effectively, MDSAS guarantees that certain items will be available for a certain percentage of time.

The level of guaranteed uptime depends on the project and priority level of each item, for example below:

Priority level	Guaranteed uptime
1	99%
2	97%
3	95%

Measurement and penalties

Service availability is measured using MDSAS's automated systems, over each calendar month. It is calculated to the nearest minute, based on the number of minutes in the given month (for instance, a 31-day month contains 44,640 minutes).

If service availability for any item drops below the relevant threshold, a penalty will be applied in the form of a credit for the client.

This means the following month's fee payable by the client will be reduced on a sliding scale.

The level of penalty will be calculated depending on the number of hours for which the service was unavailable, excluding any system outages permitted for example:-

Priority level	Penalty per hour (Pro-rated to nearest minute)
1	5% of total monthly fee
2	2% of total monthly fee
3	1% of total monthly fee

In the normal course of events, service outages would be planned and agreed with at least a one week notice period, communicated to all users. Planned outages would typically be required for hardware/system upgrades and refreshes.

It may be that outages may be required in a shorter period. MDSAS will provide as much notice as possible and will outline the need for the outage, risks of delay and the circumstances that prevented prior notification.

Important notes:

- Uptime penalties in any month are capped at 50% of the total monthly fee.
- Uptime measurements exclude periods of routine maintenance. These must be agreed between MDSAS and client in advance.

Response and resolution times

When the client raises a support issue with MDSAS, MDSAS will respond to the issue and then resolve it in a timely fashion.

Response times

The response time measures how long it takes MDSAS to respond to a support request raised via MDSAS's support system.

MDSAS is deemed to have responded when it has replied to the client's initial request. This may be in the form of an email or telephone call, to either provide a solution or request further information.

Guaranteed response times depend on the priority of the item(s) affected and the severity of the issue. Examples are shown in this table:

		Issue severity (see Severity levels section, below)			
		Fatal	Severe	Medium	Minor
Item priority	1	15 minutes	15 minutes	30 minutes	60 minutes
	2	30 minutes	30 minutes	45 minutes	60 minutes
	3	60 minutes	60 minutes	75 minutes	90 minutes

Response times are measured from the moment the client submits a support request via MDSAS's online support system.

Response times apply during standard working hours (9:00am — 5:00pm) only, unless the contract between the client and MDSAS specifically includes provisions for out of hours support.

Resolution times

The resolution time measures how long it takes MDSAS to resolve or fix an issue raised via MDSAS's online support system.

Guaranteed resolution times only apply when the highest-priority items are affected by the most serious issues. In other situations, MDSAS will make its best effort to resolve the issue as soon as possible, for example:-

		Issue severity (see Severity levels section, below)			
		Fatal	Severe	Medium	Minor
Item priority	1	1 hour	1.5 hours	2 hours	Best effort
	2	2 hours	4 hours	Best effort	Best effort
	3	4 hours	Best effort	Best effort	Best effort

Response times are measured from the moment the client submits a support request via MDSAS's online support system.

Severity levels

The severity levels shown in the tables above are defined as follows:

- **Fatal:** Complete degradation — **all users and critical functions affected.** Item or service completely unavailable.
- **Severe:** Significant degradation — **large number of users or critical functions affected.**
- **Medium:** Limited degradation — **limited number of users or functions affected.** Business processes can continue.
- **Minor:** Small degradation — **few users or one user affected.** Business processes can continue.

Measurement

Response and resolution times are measured using MDSAS's support ticketing system, which tracks all issues from initial reporting to resolution.

It is vital the client raises every issue via this system. If an issue is not raised in this way, the guaranteed response and resolution times do not apply to that issue.

Important notes:

- Response and resolution times are measured during working hours (9:00am — 5.00pm).

Right of termination

MDSAS recognises that it provides services that are critical to the client's business.

If MDSAS consistently fails to meet the service levels described in this document, the client may terminate its entire contract with MDSAS, with no penalty.

This right is available to the client **if MDSAS fails to meet these service levels more than five times in any single calendar month.**

Signatures

This service level agreement is agreed as part of the IT support contract between [client name] and MDSAS:

Signed on behalf of the client:

Name:Click here to enter text.

Position:Click here to enter text.

Date:Click here to enter a date.

Signed on behalf of MDSAS:

Name:Click here to enter text.

Position:Click here to enter text.

Date:Click here to enter a date.