
Service Level Agreement (SLA)

Customer Name in Full +/- Hospital Name

(herein referred to as the Customer)

&

K2 Medical Systems Ltd

(herein referred to as the Supplier)

Customer SLA version references + date

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Service Levels and Support Services

1. Objective

This Schedule describes the agreed conditions regarding provision of the Cloud Managed Service and the Support Services to connect to the LIVE Software environment. All other environments are excluded from this Schedule. Defined terms contained within this Schedule are those set out below unless otherwise stated. The terms and conditions of the Master Managed Service Agreement take precedence at all times.

2. Definitions

Definition	Interpretation
"Customer"	Is XXXXX with addresses of XXXXXX.
"Customer's Representative"	means the person appointed by the Customer from time to time in accordance with clause 19;
"Data"	means data inputted into the Software, downloaded by the NHS Spine or otherwise provided, by the Customer and/or an End User;
"Documentation"	means all documents or other materials that may be provided by K2 from time to time under this Agreement as part of the Managed Service or Support Services;
"End User"	means the Customer and any associates or clients that are nominated as end users in Schedule 6;
"End User Site"	means a site from which End Users are permitted to access the Managed Service as specified in Schedule 6;
"Product Incident Report (PIR)"	means an incident logged in the Web Portal;
"Incident"	means a failure of the Managed Service to comply with its specification published by K2 from time to time or down time or other interruptions of the Services which causes the Managed Service to be inaccessible;
"Internal Business Purposes"	means to use the Managed Service for internal business operations only and not for the purposes of providing services to third parties;
"Cloud Managed Service"	Includes Supplier's portfolio of maternity software solutions. This includes but isn't limited to: INFANT-Guardian, Guardian, Athena, Hampton, Fetal Wellbeing, Perinatal Training Programme (PTP), My Pregnancy Notes. A full list of Products covered in this SLA can be found in Appendix A
"Out-of-Hours"	means any time outside of the Support Service Hours;
"Personal Data"	takes the meaning defined in the Data Protection Legislation;
"K2's Representative"	means the person appointed by K2 from time to time in accordance with clause 19 and set down in Schedule 5;

"Release"	means any moderate modification of a product for which K2 amends functions or operation of a product and is designated by the first number to the right of the first decimal point in the product version number, e.g., a change from version 2.2 to 2.3;
"Service Charges"	means the charges payable for the Managed Services and Support Services, as set out in Schedule 3;
"Service Levels"	means the availability service levels as set out in section 5 of Schedule 4;
"Service Manager"	means the persons appointed by K2 and the Customer who are responsible for managing service requests;
"Services"	means the Managed Services and/or Support Services and/or any other services provided by K2 to the Customer under this Agreement;
"Software"	means the software owned by K2MS and to which the Managed Service apply;
"Sub-Processor"	means any third party appointed to process Personal Data on behalf of K2MS related to this Agreement;
"Supplier"	Is K2MS Medical Systems Ltd. (K2MS), with addresses of The Apex, Derriford Business Park, Brest Road, Plymouth PL6 5FL, United Kingdom
"Support Services Hours"	means the hours during which K2MS shall provide the Support Services to the Customer as set out in Schedule 4;
"Support Services"	means the support services set out in Schedule 4, to be provided by K2MS under this Agreement in connection with the Managed Service;
"Third Party Products"	means any products (including without limitation any element of hardware or software) supplied by third parties and incorporated into the Software;
"Update"	means any modification of a product for which K2MS, at its sole discretion, changes a number to the right of the second decimal point in the product release number, e.g., a change from release 3.1.1 to 3.1.2. The Update number is incremented when minor bugs are fixed;
"Version"	means any major modification of a product for which K2MS adds new functions or extensively modifies existing functions of a product and is designated by the number to the left of the first decimal point in the product version number, e.g., a change from version 2.2 to 3.0;
"Web Portal"	means K2MS's incident logging system also referred to as the Qure®;

3. Scope of the Services

- 3.1 K2MS will provide a Cloud Managed Service to connect the Customer to K2MS's Software.
- 3.2 Any issues or problems that occur which are identified as being the responsibility of 3rd parties, such as End User Site connectivity, are outside the scope of this document.

4. Service Definition

- 4.1 The Cloud Managed Service comprises a suite of Products (Athena modules, Guardian modules, Central Station, My pregnancy notes, K2 Hampton etc.); interfaces (PAS demographics, PAS ADT etc.); an underlying clinical model (metadata); and reports.
- 4.2 Products contain no site localisation information and are therefore generic across all Customers.
- 4.3 K2MS will be responsible for the supply, maintenance, monitoring and support of the Managed Service.

5. Availability Definition

- 5.1 The Cloud Managed Service is defined as available if on full receipt of a request the Software can fully process the request such that the Software is able to send the appropriate response or onward request (the "Availability").

6. Service Availability

- 6.1 Subject to the restrictions as set out in Article 5.8 of the Agreement and throughout this Schedule, the Cloud Managed Service is monitored 24 hours by 7 days (24x7). Any maintenance work that K2MS chooses to undertake on the live Software ("Planned Maintenance") will be restricted to one of the following maintenance windows (stated in GMT or BST, whichever is prevailing at the time):
 - Daily – Tuesday to Sunday inclusive – 03:00 to 05:00 (2 hours);
 - Weekly - Sunday 18:00 to Monday 08:00 (14 hours);
 - (together the "Planned Maintenance Period").
- 6.2 Notice of Planned Maintenance will be given to Customer within 5 days of the Planned Maintenance Period wherever possible.
- 6.3 Planned Maintenance will be excluded from the Availability calculation and will not incur Service Credits.
- 6.4 If a delay in resuming the Services after Planned Maintenance is caused by products and services supplied, managed or maintained by a third party, e.g. HSCN connectivity, NHS Spine services, etc., then any outage caused by such delay will not constitute a breach of the Service Levels nor a breach of the Cloud Managed Service Agreement by K2MS and no Service Credits will accrue.
- 6.5 The Availability of the Cloud Managed Service being available to the End User is set at 99%, measured over a fixed calendar quarter: January - March, April - June, July - September and

October – December (together the “Reporting Periods”).

7. Availability Measurement

- 7.1 The Cloud Managed Service enables real-time monitoring using the Simple Network Management Protocol (SNMP).
- 7.2 The data sampled will be used by K2MS to monitor Availability and to create alerts for the attention of the K2MS Service Support Team.
- 7.3 An “Outage” is a period when the Cloud Managed Service is unavailable, and the unavailability is unplanned. Outages which occur during a Reporting Period are totalled and subtracted from the total service time available in that Reporting Period to give the Availability expressed as a percentage. This figure will be exclusive of any exceptions as listed in Section 12.2.
- 7.4 Every Outage is timed and recorded by the monitoring application, which reports on the Availability.

8. Application Patches

The objective of K2MS’s Release management is to facilitate the introduction of software releases in a controlled manner. This is achieved by ensuring that the releases are planned, tested and implemented using formal processes, procedures and checks.

9. Clinical Model

- 9.1 The Clinical Model is abstracted from the software and contains all localisation information of the Customer. Specifically, the Clinical Model comprises the User interface; the data items to be collected; the data collection wizards; the display of data items (text, tables and graphs); templates for printouts of data; and report templates.
- 9.2 Some Clinical Model changes can be bespoke to the Customer (excludes non-customisable products e.g. My Pregnancy Notes & K2 Hampton) and as such could incur additional charges if required after the initial System go live. Such charges will cover the time required to specify; develop; implement; test; validate; release; and deploy changes. The charges will be estimated based on an assessment of the time required to facilitate the full change process and documented in the form of a change order. The current Supplier daily rate will then be applied. All changes and charges will be agreed with the Customer prior to commencement of the work. Substantial requests for change may increase Annual Service Charges if it is deemed by the Supplier that the resultant System is broader, more complex or otherwise more demanding to support.
- 9.3 The only exceptions to this are:
 - 9.3.1 ‘Bugs’ in the Clinical Model, which are not chargeable. The definition of a ‘bug’ is a repeatable error, rendering a user unable to enter data, or progress further through a workflow. This does not include cases where new fields would be required, or the structure of the data being collected is being altered.
 - 9.3.2 Statutory reporting requirements of individual Health Authorities. The Supplier agrees to discount such Clinical Model changes that may be required to satisfy the Customer’s

reporting specification. Statutory reporting requirements will be evaluated on a case-by-case basis.

- 9.3.3 Changes to National Guidelines, which impact the configuration of the Products, and affect all or most UK Customers, will be completed free of charge by Supplier.

10. Reports

- 10.1 The Supplier agrees to provide a catalogue of report templates for Products, as well as advanced reporting tools allowing the self-authoring of reports based on the data collected and stored in the System. In cases where the Customer requires additional report template writing support, the Supplier will provide a quotation for this at the current Supplier daily rate.
- 10.2 If longer term reporting help is expected to be needed, the Customer can purchase allotments of “Reporting Hours” to use towards this work at a discounted rate.
- 10.3 Support of existing reporting templates and reports will generally be covered in the Customer’s existing Maintenance and Support contract. However, if adjustments need to be made to existing reports, including adding new fields or adjusting parameters, this may incur an additional charge.
- 10.4 If there is a change to National Guidelines, which affect all UK Customers, that requires a change to a standard reporting template, this will be provided free of charge. However, if further individual Customer changes are required on top of the standard reporting template, the Supplier reserves the right to charge for this.

11. Support Services

- 11.1 The Support Services will be supplied during the Support
- 11.2 Services Hours as set out below:

Term	Definition
Standard	09:00 - 17.00 Monday to Friday, excluding UK Bank Holidays, Christmas Eve and New Year’s Eve.

- 11.3 During the Support Services Hours, K2MS will provide suitably qualified and authorised staff to deal with telephone contacts and incidents (the ‘Support Services’).
- 11.4 A response time is the period between an incident being received by K2MS during the Support Services Hours and K2MS communicating with the authorised Customer Support contact named in section 1.1 (the ‘Response Time’).
- 11.5 The following Priority Levels and ascribed Response Times will apply during the Support Services Hours:

Priority Level		Response Time
1 – Not Usable or Clinical Incident	- The Cloud Managed Service is not usable for multiple end users. - Injury, or near miss injury that has/could have occurred where the Supplier's Software was considered by the Customer to be a contributing factor	30 minutes
2 – Severe Limitation	- The Cloud Managed Service is available, but intermittent or partial faults where the System, service or strategic component is affecting use. - Not likely to increase clinical risk or clinical risks are mitigated	4 working hours
3 – Slight Limitation	- The Cloud Managed Service is generally available but unavailable for one or two End Users or is generally usable with moderate limitation	8 working hours
Query	- Queries	n/a

- 11.6 Priority Levels in all cases will be established initially by the Customer at the time the request is initiated. If K2MS disagrees with the Priority Level K2MS shall contact the Customer within 15 minutes to agree a revised Priority Level. In the event of a dispute in relation to Priority Levels, K2MS's decision shall be final.
- 11.7 Reportable Incidents – Clinical Incident priority 1: The Supplier shall report the incident to the relevant regulatory authority within 48 hours of the incident being reported by the Customer to the Supplier.

12. Services Covered by SLA

- 12.1 This SLA covers Cloud Managed Service Availability for the LIVE Software environment.
- 12.2 The availability of environments other than that of the Cloud Managed Service (for example, the NHS Spine) is not within the scope of this document and is not subject to Service Credits.

13. Incident Reporting and Requests for Change

- 13.1 K2MS's Service Support Desk telephone number is 01752 397800. This number is to be used to report service incidents during the contracted Support Services Hours.
- 13.2 K2MS's online Support Services System, can be found at <https://help.harrishealthalliance.com> Incidents and Requests for Change can be raised, viewed and updated from here.
- 13.3 K2MS's service desk Web Portal software supports access by modern third-party browsers. A complete list of supported browsers undated from time to time can be found at <http://www.atlassian.com>. If a security risk or operational flaw within K2MS's service desk Web Portal software requires, at K2MS's sole discretion, an uplift to a later version unsupported by the Customer's current browser, resulting service interruptions shall not be subject to the Service Credit regime and are excluded from the scope of this Agreement. The Customer is obligated under this Agreement to consistently update their third-party browsers to meet the minimum browser requirements as determined by K2MS and with notice provided to the Customer.

14. Service Exceptions

- 14.1 When establishing the Availability, several exceptions shall not be considered when calculating Service failure. In the event of any of these exceptions occurring, the Cloud Managed Service will be logged as available, and the Outage time will not be considered when calculating the Availability.
- 14.2 For clarity, if any of the exceptions listed in the table below occur, then any Outage caused by such exception will not constitute a breach of the Service Levels nor a breach of the Cloud Managed Service Agreement by K2MS and no Service Credits will accrue.

NHS Systems

The Cloud Managed Service is dependent on a number of external systems. Under certain conditions, an outage of these external supporting systems can result in the Cloud Managed Service not being able to process a request. The following is a list of external systems (not exhaustive) which could result in what appears to be an Outage of the Cloud Managed Service:

- Spine Security Broker (SSB)
- Spine Directory Service (SDS)
- Transactional Messaging Service (TMS)
- Personal Demographic Service (PDS)
- Electronic Prescriptions Service (EPS)
- Summary Care Record (SCR) service
- Child Protection – Information Service (CP-IS)
- Electronic Referral Service (eRS)
- Interface Mechanism 1 (IM1)

Networks

The Cloud Managed Service is dependent on a number of third-Party networks. Under certain

conditions, an outage of these externally provided networks can result in the Cloud Managed Service not being able to process a request. The following is a list of networks which could result in what appears to be an Outage of the Cloud Managed Service:

- HSCN network
- Networks constituting the Customer System

Planned maintenance periods

Planned Maintenance Periods will be excluded from the Availability calculation and will not incur Service Credits.

Application Programming Interface (API) availability

The inability of the Cloud Managed Service to process a specific message type does not indicate that the Cloud Managed Service is unavailable for service.

The inability of the Cloud Managed Service to process messages from a specific End User does not indicate that Cloud Managed Service is unavailable for service.

Other Exceptions

- All application related failures attributed to specific applications operated by the Customer and/or 3rd parties that are not maintained and operated by K2MS that negatively impact K2MS's ability to provide the service;
- Network or service availability issues related to behaviour malicious or otherwise perpetrated by the Customer, or its employees, End Users, customers, clients, associates, etc., that use the Cloud Managed Service that negatively impacts the availability of the service;
- Issues where the Customer fails to provide all such assistance as K2MS reasonably requires to enable it to comply with its obligation.
- Issues where the Customer fails to report an Incident in accordance with the reporting procedures set out in the Agreement;
- Issues shown to be the result of changes to the Customer System made by the Customer, the Customer's hosting provider or other third party without the prior written agreement to the change of K2MS;
- Issues that could have been avoided by installing an Update or Patch to the Software as previously provided by K2MS to the Customer;
- If the issue is caused by a failure to comply with K2MS's reasonable written instructions for use of the Software or Cloud Managed Service.
- Other unforeseeable circumstances that are outside of K2MS's control, as covered by Force Majeure.

15. Service Credits

- 15.1 The Cloud Managed Service is provided to meet the Service Levels and failure to achieve these will incur credits against future invoices issued by K2MS to the Customer (the "Service Credits"), which are calculated each Reporting Period.
- 15.2 Service breaks which can be attributed to K2MS i.e. not including those caused by service exceptions (see Section 12.2) will be calculated over the individual Reporting Period within which they occur and are used to report on Availability as against the Service Level.
- 15.3 A Service Credit will be applicable based on the following table:

% Availability	Service Credit
≥ 99 %	No Credit
95 % - 92.5 %	1 % of quarterly charges
92.4 % - 90.1 %	2 % of quarterly charges
≤ 90 %	3 % of quarterly charges

- 15.4 Service Credits will be calculated based on the quarterly charges paid by the Customer to K2MS in the Reporting Period when the Service failed to meet the Service Level as described in the table above. Set-up charges will be excluded from the service credit calculation.
- 15.5 If Customer believes it is owed a Service Credit, this must be notified to K2MS within thirty (30) days of the date it accrues (i.e. when Availability is reported). Any credit claims made after this period will not be valid.
- 15.6 K2MS will check and agree Customer's claims and if validated the Service Credit will be applied on the next invoice that K2MS issues to the Customer.

16. Management Information, Reports and Reviews

- 16.1 Service Reports will be issued quarterly, if requested.
- 16.2 The Service Report will include:
- Graphical breakdown of Availability results; and
 - Review any outstanding issues on an issue register.
- 16.3 We would also suggest that a formal Contract Review Meeting be held once a year to include representatives from Customer's and K2MS's management teams.

17. Clinical events

- 17.1 Clinical Events are events where there has been a patient injury or injury to the Customer's staff or where there was a likelihood of such injury through the System being inoperable in whole or part or use or misuse of the System.
- 17.2 The Customer will notify within 24 hours of any Clinical Event where it is responsibly felt that Supplier software has been a compounding factor.
- 17.3 It is acknowledged by the Customer that the Supplier has statutory responsibilities to inform

MHRA of serious Clinical Events.

18. Issue Escalation

- 18.1 K2MS's Services Manager is dedicated to delivering a quality service which satisfies our customers. However, should any issue fail to be resolved to our Customer's complete satisfaction we want to hear about it.
- 18.2 K2MS also wishes to ensure that successive levels of escalation are available if either party is dissatisfied with the progress of service delivery or problem resolution: See table below for contact details.

Escalation Levels	K2MS		Customer	
	Name & Title	Contact Details	Name & Title	Contact Details
1 st Line	Service Desk	[insert]	Customer Service Desk, or on call representative	[insert]
2 nd Line	Service Team Lead	[insert]	[insert]	
3 rd Line	Services Manager	[insert]	[insert]	[insert]
4 th Line (Emergencies)	Vice President, Support Services	[insert]	[insert]	[insert]

19. Appendix A – Product List

Software

List any software products here

Interfaces

List any interfaces here

Hosting

List any infrastructure here