

METADATAWORKS™

Service Specification Schedule

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between

Metataworks Limited

and

[]

This Service Schedule is dated []

Parties

(1) **Metadatavorks Limited** incorporated in England with company number 07510090 whose registered place of business is at 30 Fore Street, Totnes, England, TQ9 5RP (**MDW**).

(2) [] (the **Client**).

and the terms and conditions of the Master Subscription and License Agreement (MSLA) apply to it.

Background

Project Name: []

Description: []

- []

Start date: []

Purchase Order: []

Schedule 1 Indicative Service Specification

1. Initial Contract Term

[] months

Renewal Periods - automatic renewals of [] months in length

2. Software Licence (Subscription)

Volumes

Maximum Monthly Usage will be [] concurrent End Users

Maximum Total End Users enrolled will be [] End Users:

- [] 'Curators' (editors)
- [] 'Explorers' (read-only users)

3. Software - Products

- MetadataWorks
- configuration of these products (to integrate, configure, customise where feasible)

4. Support Services

Standard support covers UK working hours, on UK working days, that is 9am-5pm, Mon-Fri excluding UK bank holidays.

Support can be contacted via telephone, email or through the online helpdesk to register incidents.

Escalation routes will be available with defined contacts and numbers to CEO level.

MDW will conduct regular service reviews to confirm the service exceeds the levels set at Schedule 3.

5. Hosting

MDW will make available the Software and Services in a real time environment for remote access by the Client and End Users according to the terms of the MSLA.

MDW will permit up to [] GB of storage capacity for the Metadata Exchange and will inform the Client when it is at the point of reaching their capacity limit

The service will be hosted and available on a 24-hour basis.

MDW will use reasonable endeavours to ensure 99.5% availability of the service subject to planned outages which will be notified in advance.

6. Configuration Services

The Client and MDW will hold scoping workshops to agree the scope of any particular project or systems integration.

MDW will provide an estimate of the MDW Configuration Services required to deliver the project.

The Client and MDW will jointly agree a project plan if appropriate.

MDW will provide the Configuration Services in accordance with the project plan.

Training services are a part of the Configuration Services notwithstanding such services may be provided at any time during the Contract Term.

7. Additional Services

As and when requested by the Client, MDW will scope the feasibility of and cost the request for a change, extra or different functionality or new products before agreement of terms which will fall under this Agreement or be subject to a specific and separate service agreement.

8. Data Support

Required to be provided in a data-rich environment with high volumes of records and personal data (and special category data) inputted onto the MDW platform.

9. Exit Assistance

For the day MDW and the Client part ways to pursue other opportunities, all manner of data, matter, and file migration to another solution provider can be accommodated.

Schedule 2 Charges

The bespoke commercial deal struck between MDW and the Client is set out in the product and price matrix below:

1. Software Licence Charges / Subscription Fee

The monthly licence fee shall be []

Payment Terms

The Subscription Fee is payable monthly, in advance, on the 1st day of the month. Fees will be invoiced in accordance with the dates set out below:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
202[X]	-	-	-	-	-	-	-	-	-	-	-	-

2. Configuration Charges

Configuration Services will be charged on a time and materials basis and invoiced monthly in arrears. The Configuration Charges are built into the integration work.

MDW will use a blended day rate of £[] per day.

All reasonable expenses will be charged back to the Client at cost and invoiced monthly in arrears.

3. Additional Services

Additional services will be charged on a time and materials basis and invoiced monthly in arrears.

MDW will use a blended day rate of £[] per day.

All reasonable expenses will be charged back to the Client at cost and invoiced monthly in arrears.

4. Minimum Commitment

The parties agree that there will be an initial minimum commitment from the Client set at [] for 12 months of Subscription Fees based on a maximum run rate of [] concurrent users. This will include quarterly updates to provide information to the central HDR UK Metadata Exchange.

5. Data Support Fee

Shall be set and applied on a time and materials basis as and when incurred by MDW

6. Exit Assistance Fee

Shall be set and applied on a time and materials basis

7. Time and Materials Rates

MDW rates for this MSLA on a Time and Materials basis using a standard SFIA matrix:

	Strategy & Architecture	Business Change	Solution Development & Implementation	Service Management	Procurement & Management	Client Interface
1. Follow	-	-	-	-	-	-
2. Assist	£550	£550	£550	£550	£550	£550
3. Apply	£750	£750	£750	£750	£750	£750
4. Enable	£850	£850	£850	£850	£850	£850
5. Ensure/Advise	£1000	£1000	£1000	£1000	£1000	£1000
6. Initiate/Influence	£1250	£1250	£1250	£1250	£1250	£1250
7. Set Strategy/Inspire	£1550	£1550	£1550	£1550	£1550	£1550

OTHER RIGHTS AND PROTOCOLS

MDW reserves the right to update these rates annually after each year of operation within an overall Contract Term beyond one year in line with the Consumer Price Index (CPI).

MDW shall invoice the Client monthly in arrears for any Charges that are payable on a time and materials basis, together with expenses and the costs of materials and VAT (where appropriate).

Schedule 3 Support Services and Service Levels

The following service levels are applicable to the Metadataworks platform and its performance and reliability

MDW will use reasonable endeavours to meet the following timescales for 95% of incidents:

Operational Hours	24x7x365
Business Support Hours (Service Support Hours)	9-5 Mon-Fri (exc BH)
Planned Maintenance Downtime	Outside of Business Support Hours
Availability (in business support hours)	99.50%
Unplanned downtime (mins per month)	58 minutes
Times to Resolve	
Incident Resolution Times (in business support hours):	
Sev1 (loss of system or major function affecting multiple users, no workaround)	4 hrs
Sev2 (loss of major function affecting single user, or major function with workaround)	8 hrs
Sev3 (minor functional impact)	24 hrs (Mon - Fri 9-5 ex BH)
Sev4 (no impact on function)	72 hrs (Mon - Fri 9-5 ex BH)
- Resolution may be provision of workaround or fix.	
Problem Fix Times	
Sev1	30 working days or an agreed release
Sev2	60 working days or an agreed release
Sev3	120 working days or an agreed release
Sev4	240 working days or an agreed release
RTO - Recovery Time Objective <i>Maximum expected recovery time following a service outage</i>	24 hours
RPO - Recovery Point Objective.	24 hours

Schedule 4 (Shortform) Data Protection Addendum

1. Pursuant to clause 14 of the MSLA MDW of this MSLA MDW as data processor shall comply with the reasonable written instructions of the data controller herein contained, for the purpose of adherence to the Data Protection Legislation. Both parties shall use their best endeavours to ensure this schedule is accurate at the point of executing this MSLA.
2. Future instructions, new data sets or new kinds of special category data sets shall be incorporated into this schedule from time to time (which shall be updated accordingly by agreement and when updated, held by both parties in duplicate).

Description of the Processing	Details
Subject matter	<i>The processing of personal data inputted by the Controller and End Users to facilitate and enable the Controller's use of the Processor's bespoke software, services, add-on software products, web-based applications, platform interface, and any relevant documentation</i>
Duration	<i>From 1 August 2019 onwards until further notice</i>
Nature and purpose	<i>The nature of the processing means any operation such as analyzing, filtering, creating data management rules, collection, recording, aggregating, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i> <i>The purpose includes the performance of obligations under the MSLA and facilitating the use and enjoyment of and access to the Software, Services and the MDW platform.</i>
Type of Personal Data	<i>Name, address, username, log on, password, computer IP address, date of birth, telephone number, pay, investments, images, credit rating, and any Special Category Data which may be compiled as part of the wider use of the data management tools and the improvement of the Client's internal knowledge base.</i>
Categories of Data Subject	<i>Staff of the Client (including interns, agents, and temporary workers), their employees, End Users agents and independent contractors, third party service provider employees plus patients, health trust workers, medical practitioners and other health sector workers.</i>
Post-processing	<i>In line with MDW privacy policy which shall keep pace with Data Protection law and be updated periodically personal</i>

Description of the Processing	Details
retention or disposal	<i>data will be held no longer than 12 months post-Contract Term.</i>

Signed by
Chief Executive Officer Director

for and on behalf of
METADATAWORKS
.....
Director / Secretary or Witness

Signed by [NAME][POSITION]
for and on behalf of Client

.....
Director

Name typed:

.....
Director/Secretary or Witness