

Soft Options (Systems) Ltd.

Terms & Conditions



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Terms and Conditions

1. THE COMPANIES OBLIGATIONS

In consideration of the Annual License Fee payable to Soft Options by the Licensee, Soft Options shall for a period of 12 months from the Commencement Date provide to the Licensee:

- 1.1. new or revised versions of the program, being an intermediate release at any time when, at the sole discretion of Soft Options it becomes necessary to provide such new or revised versions.
- 1.2. rectification of faults by the issue of patch releases in respect of the program; as and when requested and deemed by Soft Options to be appropriate.
- 1.3. Off-line support will be provided by Soft Options to resolve more complex problems within the Program and for this purpose Soft Options reserve the right to make additional charges to the Licensee, as appropriate.

The obligations of Soft Options under this Agreement are conditional upon the Licensee being a bona fide holder of a Soft Options License for the Program.

2. ANNUAL LICENSE COVER FEE

The Annual License Fee commences one year from installation of the test system.

- 2.1. Any additional Licenses purchased during the year will incur a cost of £100 per License at time of License Renewal.
- 2.2. The Annual License Agreement between Soft Options and the Licensee is only valid if The Licensee shall pay Soft Options invoice for the Annual License Fee within the time stipulated in such invoice.
- 2.3. In order to ensure that there is no inadvertent break in the continuity of cover, Soft Options shall submit an invoice to the Licensee for the next following period of 12 months from the anniversary of the Commencement Date more than 30 days before such date, to be paid by the Licensee before such period commences or otherwise cover will automatically lapse.
- 2.4. If the Licensee shall not have renewed the Annual License Fee contract by the payment of the appropriate Annual License Fee by the 30th day after the expiry of such Contract, he shall cease to have any rights in relation thereto, and should he request to be re-instated and to regain his rights, Soft Options reserves the right to charge the Licensee, not only for the Annual License Fee but also an administration fee.
- 2.5. Soft Options reserves the right to increase the Annual License Fee as and from any renewal date upon giving the Customer not less than 30 days written notice.
- 2.6. Soft Options obligations shall not include service in respect of: -
 - 2.6.1. any fault in the equipment or in any program used in conjunction with the Program.
 - 2.6.2. training, installation, data conversion and new report writing and any investigative work undertaken after one month of system Go Live.
 - 2.6.3. a failure to comply with the obligations in clause 2.

Soft Options reserves the right to make an additional charge on the basis of costs incurred and time spent for any services failing within clause 2.6 or for any services which Soft Options finds are not necessary.

3. **LICENSEE'S OBLIGATIONS**

In order that Soft Options may efficiently provide the services stated above the Licensee must fulfil the following obligations: -

- 3.1. supply in writing (if and when requested) to Soft Options a detailed description of any faults upon which assistance is required and which is covered by this Agreement
- 3.2. be entirely responsible for ensuring that the program is used for a purpose for which the Program was designed by Soft Options and used by competent and duly authorised personnel.
- 3.3. not allow either the Program or the Program materials to be improperly used, damaged or neglected.
- 3.4. not use the Program on equipment other than that designated at the time of the supply of the Program.
- 3.5. not make or attempt to make any adjustment alteration or modification to the Program without the prior consent of Soft Options.

4. **LIMITATION OF LIABILITY**

- 4.1. Without prejudice to any exclusion of liability in the Annual License Fee, Soft Options shall not be liable for any indirect or consequential loss or damage sustained or incurred by the Licensee or any third party whether resulting from the services to be provided by the Company in this Agreement or resulting from negligence or otherwise (including without limit any loss of profit or loss of use of the Program and Program materials or loss of or spoiling of the Licensee's data).

5. **ASSIGNMENT**

- 5.1. The Licensee shall not be entitled to assign the Agreement nor any of its rights or obligations nor sub-license the use (in whole or part) of the Program or the Program materials, without the prior written consent of Soft Options.

6. **PROPRIETARY RIGHTS**

- 6.1. The copyright and other intellectual property rights of whatever nature in the current releases of the Program and Program materials shall remain the property of Soft Options and the parties agree to be bound by the terms of the Annual License Agreement in relation to such items.

7. **TERMINATION**

The Annual License fee is non-refundable

- 7.1. The Agreement may be terminated:

- 7.1.1. by the Company against the Licensee at any time on the 180 days' notice.
- 7.1.2. forthwith by any of the parties if any of the others commits any material breach of the terms of the Agreement and which (in case of a breach capable of being remedied) shall not have been remedied within 14 days of a written request to remedy the same.
- 7.1.3. forthwith by Soft Options if the Licensee shall become insolvent or go into liquidation (within the meaning of the Insolvency Act 1986 or any modification or substitution of the Act), or goes into liquidation (other than for purposes of reconstruction or amalgamation) or enters into a composition with its creditors or shall be unable to pay its debts within the meaning of Sec 123 of the Insolvency Act 1986, or if a receiver or administrator is appointed over all or any part of its assets, or is the subject of a winding up order or undergoes or is subject to any analogous act or event in any foreign jurisdiction.

8. NOTICES AND APPLICABLE LAW

- 8.1. Any notice, request or instruction to be given hereunder shall be requested via email to support@softoptions.co.uk and confirmed by post to the address of the other parties as set out in the Agreement or such other address as may have been properly notified.
- 8.2. The Agreement shall be governed by and construed in accordance with English Law and the parties hereto agree to submit to the non-exclusive jurisdiction of the English courts.

Project Installation Details

1 Project Initiation

Upon official order receipt, Soft Options will email the “Starter Pack” which contains a number of documents that walk the project team through the standard implementation process.

The 1st Teams meeting kicks the project off with the **Implementation & Planning Meeting**, this is driven by the contents of the starter pack and the meeting includes discussion of the project timeline, responsibilities, expectations and where possible – set target dates for the milestones.

Further checkpoint meetings will be scheduled from the initial meeting.

2 Data Conversion

This refers to the migration of the sites data between the current system and BEST.

The conversion is written as scripts, and upgrades from an existing BEST site does not require Personal Identifiable Data (PID), these are then uploaded to the server where they are re-run with the data to populate BEST. This takes between 5 - 10 days per module/site approximately.

As the conversion is usually written in script form, it can be re-run several times before the final run on the morning of the go-live, the existing system will continue to run as normal while BEST is in test mode. The conversion itself is split into 2 parts – Phase 1 is the like for like migration and phase 2 is the conversion of data.

Only once Phase 1 is signed off, users may request data conversions (Phase 2) to clean up and enhance the data, which includes but is not limited to, moving records from legacy locations to standardised BEST structures or consolidating or splitting data fields to match operational use. All requests are to be made via the SOS system, ensuring traceability and mutual agreement.

Please note in addition to the above, facilities and tools are provided free of charge to enable the merge of duplicate patients, change of asset and stock codes, GP codes updates etc. All these tools will enable the preservation of historical data. These tools are available within BEST and can be used at any time either pre or post Go Live

Both phase 1 and 2 of the conversion are set as target milestones with phase 2's sign off target being set as 20 working days before the go live date; this allows sufficient time for the staff to perform final training without the risk of further changes. Sign off for phase 2 is handled through the completion of ticket requests.

Authority must be passed by the in-house Information Governance before Soft Options will handle any data with Patient Identifiable information.

Please note that for systems that are not upgrading from an existing BEST system the data should ideally be provided in SQL or any other database format

(not flat CSV or XLS format) and once the conversion is complete on Soft Options Platforms the conversion and data will be installed and run from the customers server and all PID removed from Soft Options platforms.

It is the responsibility of the service to provide access to the data. Any time or costs required by Soft Options to acquire the data must be passed on to the service although we will offer technical advice wherever possible.

We pride ourselves on the quality of our data conversions and will be happy to correct any mapping problems wherever they occur before the Go Live. Once the system has Gone Live any conversion errors may not be rectified easily and, in most cases, it is not possible to correct any errors. If it is possible to amend the converted data additional costs will be incurred by the Service.

2 Outputs Requirements

The definition of outputs refers to all letters and reports that are required to be produced from BEST to either screen, printer or file, this includes Appointment letters, end of month statistics, purchase orders etc. In BEST the outputs are either printed from the menu bar on each screen as appropriate, or from one of the Report screens (Dictionary, locator, My Reports).

All reports and letters will be customised with the site name and letterhead address details as part of the installation.

Reports

When installed, BEST comes with a standard set of reports that cover most sites' requirements as well as all known national reports. Sites that require any additional special outputs, should identify these and log them individually on the SOS System. These will form part of the customised developments.

We will need a single page example/mock up report showing the information you require on the report.

Letters

Most letters in BEST are now done through mail merge, giving the users more control over future editing of these.

The Service Manager completes an Output Required spreadsheet (Letters tab) with a list of the letters that they want to print from BEST and provides a sample of each in an electronic format - Microsoft Word. A project Milestone is set for the return of the samples and list of letters required.

Key Performance Indicators (KPI)

There is a KPI Data screen within BEST where users can see a monthly snapshot of figures that make up their KPIs. The Service Manager completes the KPI tab of the Output Required spreadsheet with a list of the KPIs that should be included for the project.

Output Stock

The site is to supply a sample letterhead and a sample window envelope (if used).

Logo & Style any artwork that should appear on outputs should be provided in full quality in PNG Format as an attachment to the SOS System. This should include details of positioning and size as well as an electronic sample showing font size / style and position.

One of the project milestones refers to the return of the “Outputs Required” spreadsheet, where the site details their output requests. Upon receipt of the Outputs required spreadsheet, Soft Options will estimate and schedule in the work to complete these requests. Please note that there is agreed project time allocation for outputs and should the requests need more time than agreed, the project time would need to be authorised via the SOS Change Control System.

Any additional reports that are required or amendments to the standard reports that were not provided as part of the outputs required, must be identified by the Service and added to the SOS Change Control System with samples provided as attachments to the request, in doing so, Soft Options can provide the project time and costings needed to add these in to the system.

3 Change Control Management

Key staff will be shown how to update the SOS Change Control System to request changes to the standard system. Development/Customisation time is used to fulfil these requests. Should more time than the project allows be required, work can be undertaken at our standard consultancy rates.

4 System Installation

- 1 At the point of the **Initial Install** all the Hardware & Operating systems must be in place as per the Pre-requisites document. Installation cannot commence without N3 connection to allow remote support and programming updates as the installation proceeds.

There is no initial charge for the setup of the N3 / HSCN or other connection however any additional change to IP addresses post install will be result in an administration fee of £700 plus Vat.
- 2 Once the test system has been installed, we will begin the initial overview of the system with the Key Staff.
- 3 Formal training will commence once the Key Staff are happy that the system is functioning as expected. We tend to let the Service Manager lead us in the training length, sections to train and numbers of staff; however, we would only train a maximum of 4 people in one session in a classroom environment and would expect equipment to be in place if this sort of training was required. On some occasions more than 1 member of Soft Options staff will be on-site to carryout training/consultancy; this will be classed as two days.
- 4 To maximise training time and minimise expenses full day sessions must be booked. In our experience the best method is to give a few short training sessions and give the staff time to use the test system to become familiar and confident by checking converted data and performing everyday functions using the ‘how to’ guides provided.
- 5 If a problem or development requirement is found during the **test phase** it must be documented in the Change Control.

The Change Control has proven over the years to be a very effective tool. We would suggest one key user is responsible for logging details on the Change Control and we will help you complete these wherever needed.

All development changes must have been logged, tested and signed off prior to 20 working days before the agreed go live date - usually set at the Trial Go live. Development requests added after the trial go live, will be costed and chargeable at our standard daily rate but may not be available in the Go Live release.

- 6 Once the Go live date has been agreed it is not possible to move this without additional costs (1 day chargeable £700 plus Vat) and this may cause further issues with the completion of the project.
- 7 Items that are not performing as designed (bugs) will be rectified free of charge within the first 12 months after Go Live. After Go Live they should be reported initially by email to support@softoptions.co.uk we may then request that you add them to the Change Control.
- 8 All consultancy/training time must be used within 3 months of receipt of official order.
- 9 We generally do not require any **project planning** after the initial implementation meeting; however we will be happy to attend any additional planning meetings as requested by you or your Trust, these will incur an additional cost at our standard daily rate.
- 10 The Annual License Fee (ALF) entitles the user to access the BEST Application. Should the Agreement not be renewed at the specified time then the License will be de-activated and access into the system will be denied until the Agreement is renewed and paid in full.

Annual License Fees are reviewed annually.

- 11 Following successful go live of the system a final consultancy day will be provided as part of this project. In our experience, once users have been using BEST on a day-to-day basis for some weeks, they realise that some small changes could be made to the system which would improve things greatly.

This final day must be taken within 1 month of the go live date.

- 12 Post go live all development requests must be logged on the SOS system and non-developments / standard support questions to be emailed to support@softoptions.co.uk. Sites are limited to 3 named contacts for support; these can be changed at any time but must be users that have been specifically trained by Soft Options to a System Administrator level

Payment Terms

As this is a staged project you will be invoiced upon completion of the agreed stages.

25% non-refundable deposit (including Vat) is required at the time of placing your order.

50% payable upon installation of the test system.

25% payable upon Go Live.

The project will not commence until your deposit and official order have been received.

Once the Go-Live date has been agreed payment will be due on that date even if the Go-Live is postponed by the service.

Payment terms for our invoices are 14 days after the date of the invoice.

All the quoted prices exclude VAT, which will be charged at the standard rate. Mileage is chargeable @ 0.45p per mile, onsite expenses with overnight accommodation @ £200.00 per person per night and onsite expenses only @ £50.00 per person per day. If accommodation and travel is required and tickets have been purchased prior to the visit and the Centre cancels the visit, travel expenses will be invoiced to the Centre.

Please note that if on-site training is not possible due to Covid-19 or other restrictions we offer remote training and will therefore add any unused travel expenses to the project's consultancy allowance

Should you require Soft Options to provide computers for training purposes this can be arranged at the cost of £50 + Vat per machine per day. The equipment must also be fully insured by the Centre whilst on site.

To proceed with the above please forward your official order stating your exact requirements in writing to orders@softoptions.co.uk, we are unable to process your order until we have received your official order number and deposit.

As part of the ALF, the site will receive annual consultancy time which they can choose to use as either a single site visit or as blocks of time. This consultancy time can be used to cover whatever needs the site has, such as training or additional development.

This quotation will remain firm for a period of 3 months after which time we reserve the right to provide a new quotation.

Errors and omissions excepted.