



Eclipse-fm[®]
SUPPORT & LICENCE AGREEMENT

1. Definitions

- a. “Company” means Healthcare Facilities Consortium.
- b. “User” means the NHS Trust or organisation licensed to use the Applications and signatory to this Agreement.
- c. “Contractor” means ASCKEY Data Services Limited.
- d. “Application(s)” means the computer software products known as Eclipse-fm[®] and WIMS.
- e. “Version Supported” means the edition of the Application that is current (latest issue) and its immediate predecessor.
- f. “Application Status” means whether or not an application is being actively developed: “Current” means subject to onward development to produce future new versions and “Legacy” means not subject to development and with no future versions.
- g. “Level” means a number (1, 2 and 3) to indicate the range and extent of the Support services contracted for – see Table 1.
- h. “Support” means a range of services, available to the User, depending on which Level of Support is selected and contracted for, and comprising:
 - i. Level 1 means Basic:
 1. Application Update – the issue of upgrades to and new versions of a Live Application;
 2. Help Desk Limited - accessible via telephone or email only; handling requests for user advice regarding the use of the Application;
 - ii. Level 2 means Standard and is Basic support plus the following:
 1. Help Desk - accessible via telephone, post or email; handling requests for user advice regarding the use of the Application; investigating suspected program errors reported by the User; providing verbal assistance with the installation of new versions and product updates;
 2. Remote Access Support – secure remote access to the User’s computer installation facilitated by the User for the Contractor’s use;
 3. Remote Database problem resolution – where a problem is caused by data corruption or inconsistency, the Contractor may resolve it by direct database intervention with no program change in the Application;
 4. Remote Installation and Configuration provides the physical execution of the work on the server installation required to install and configure an upgrade or new version;
 5. Remote System Review and Management is the performance of routine tasks to manage the systems environment and optimise the performance of the Application.

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- iii. Level 3 means Hosted and is Standard support plus the following:
 - 1. Provision of a fully managed server environment within the Contractor's organisation.
 - i. "Directly Engaged Service" means work by the Contractor requested by the User, arising out of a need or problem on the User's part and not covered by the specific Support Level contracted for.
 - j. "Exclusions from Support" means User issues or problems clearly relating to a User's hardware, network, operating system and other 3rd party software outside the Application.
- 2. Obligations of Company
 - a. The Company will maintain a contractual/partnership arrangement with the Contractor.
 - b. The Company will monitor the performance of the Contractor.
 - c. The Company will agree with the Contractor and set prices for the various Levels of Support annually (effective from 1st April of each year).
- 3. Obligations of User
 - a. User will install and operate the Application at the current version (latest issue) or at least its immediate predecessor.
 - b. User will ensure that the Application is used for the purposes and in the manner intended.
 - c. User will ensure that individuals duly authorised to operate the Application (in part or whole) are adequately trained.
 - d. User will operate this Support Agreement according to the Operational Protocol.
 - e. User will not change or attempt to change any program, routine or database design that is part of the Application.
 - f. User will have in place procedures for the appropriate approval of Directly Engaged Services.
 - g. User will pay in accordance with credit terms all correct invoices.
- 4. Prices and Payments
 - a. Annual Support prices will be set each year from 1st April and will be invoiced by the Contractor annually in advance.
 - b. Annual Support invoices will be paid by the User within the terms stated on the invoice.
 - c. Directly Engaged Services will be priced by the Contractor at its current hourly rates for the time taken to perform the work involved plus any expenses incurred specifically for its performance.
 - d. Contractor will invoice the User directly upon completion of the work and User will settle directly within the Contractor's credit terms. Where work exceeds one calendar month in duration, monthly billing in arrears will take place.
- 5. Consequences of Non-Payment
 - a. User must suspend any use of the Product. The Contractor reserves the right to attend on site to remove any software.

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6. Operational Protocol

- a. Support may be conducted by telephone, email or post, whichever is most appropriate to the circumstances.
- b. Support is available Monday to Friday between the hours of 09.00 and 16.00.
- c. Out of hours support can be arranged by prior appointment and at additional cost.
- d. User calls and requests for Support will be channelled to the Contractor.
- e. The Contractor will log each call in its Support management system and allocate it a unique reference number, as well as date and time stamping the call.
- f. The unique reference number will subsequently be used by all parties in any communication.
- g. The Contractor will task a member of its team with the handling of each call.
- h. The Contractor will acknowledge receipt of a call and provide an initial assessment response within 4 working hours, 1, 3 or 4 working days of the time received for Priority Codes 1, 2, 3 and 4 respectively.
- i. Where a call is received within 4 hours of the end of the day's availability, the initial response may carry over to the next working day.
- j. The Contractor will allocate a Priority Code (1, 2, 3 or 4) based on severity as part of the Contractor's assessment.
- k. Full resolution will be provided within 8, 21, 45 or 90 working days for Priority Codes 1, 2, 3 and 4 respectively.
- l. Where investigation of a reported problem reveals that the cause is not in fact any fault with the Application, the investigation time and any further intervention by the Contractor are chargeable to the reporting user organisation, as defined above in respect of a Directly Engaged Service.
- m. Where full resolution requires a program (or equivalent) change within the Application, then the call will be closed and cross-referred to a new Application Maintenance task and scheduled with other work that makes up future upgrades and releases of the Application.

7. General

- a. The headings in this Agreement are for convenience only and shall not affect its interpretation.
- b. Wherever applicable, Value Added Tax will be added when invoicing occurs.
- c. This Agreement applies to the situation where a User is a member of the Company's consortium and operates an Application supplied via that membership.

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Table 1:

Services By Support Level			
Support Level:	1	2	3
Service:	BASIC	STANDARD	HOSTED
Application Update	Yes	Yes	Yes
Help Desk Limited	Yes	N/A	N/A
Help Desk	No	Yes	Yes
Remote Access Support	No	Yes	Yes
Remote Database Resolution	No	Yes	Yes
Remote Access - Server Installation and Configuration	No	Yes	Yes
Remote Access - System Review and Management	No	Quarterly	Monthly
<p>Note: For Users who have licensed Eclipse-fm® on a “Hosted” basis, Support is at a further enhanced level, providing the Application on a fully managed server environment within the Contractor’s organisation.</p>			