

# Welcome to Isosec

Customer Support Pack

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# 1. Introduction

Welcome to Isosec!

We love welcoming our new customers, and we want to make sure you love us too. The Isosec support team are a friendly bunch who pride themselves on excellent customer service to our many NHS customers, and are ready to help you every step of the way.

In this welcome pack, you'll find out how to contact Isosec Customer Support and raise a support request, and we'll help you understand how we manage your request. We'll also highlight all the features included in our standard support packages. We like to keep things simple and easy to understand, but if you need any further information or you think there's something missing in this guide, please do let us know so we can improve it for you.

Let's get going!



# 2. Getting in Touch

There are two main ways you can get in touch with Isosec Customer Support:

## 2.1 Telephone the Isosec Support Team

The Support Team line is: 0161 376 3570

Operating hours: Monday to Friday 9.00am – 5.30pm (excluding Bank Holidays in England)

## 2.2 Email the Isosec Support Team

You can email Support Team by using the email address: <a href="mailto:support@isosec.co.uk">support@isosec.co.uk</a> Please note that the support email address is only monitored during normal business hours.

## 2.3 Contacting us in an emergency

Out of hours, our support and technical teams are alerted to any critical issues 24/7 and will contact you if they are notified of any issues in an emergency.

If you have any other support arrangements, please call the specific number provided for out of hours support if there is a critical issue affecting your service.



# 3. How our Support Process Works

## 3.1 Raising a request

When you log your request for support via phone or email with our Support team, you'll be asked to provide:

- Confirmation of your organisation name and your role so we can verify you're authorised to raise a support request
- A description of the support problem and the circumstances in which it occurs
- An assessment of the severity of the fault in terms of the operational impact on you (please refer to the Priority Level Categories set out below).

| Severity<br>Level | Impact   | Description                        | Result  |
|-------------------|----------|------------------------------------|---|
| 1                 | Critical | System Down / Service Unavailable? | The Isosec software/service cannot operate due to the failure of either the software and/or the service elements provided by Isosec                     |
| 2                 | Serious  | Major<br>Disruption                | The Isosec software/service operates but is disrupted due to the failure of either the software and/or the service provided by Isosec                   |
| 3                 | Minor    | Minor<br>Disruption                | The Isosec software/service is disrupted, but the disruption is minor and the disruption does not have a significant impact or a workaround can be used |
| 4                 | Low      | General<br>Questions               | General support questions, no impact on the use of software and/or service provided by Isosec   |

### 3.2 Tracking your Request

When we receive the above required information, we'll open a new support call on our Helpdesk system and provide you with a unique ticket/call reference number with which you can use to track your request. All correspondences from the support team will include this reference number. It will help your support call to be handled more efficiently if you include this reference number in the Subject line in all your emails related to this issue.

We will assess and confirm to you the priority to be assigned to the Support Call. We'll then allocate resources for investigation and resolution according to the priority the request has been given and the type of product it relates to.



## 3.3 Support Diagnostics

As we work to diagnose your support request you may be asked to provide additional information or to run tests on any part of the software or service provided. Your timely cooperation in providing this information will allow the support call to be progressed and resolved.

Please note that, by having a support service level agreement with Isosec, you agree and understand that there are occasions that, whilst the use of the Isosec software and/or service may be disrupted, it may be caused by the failure of other systems not provided by Isosec.

In these circumstances, Isosec will do as much as possible to help rectify any problems, however we are not responsible for the disruption to Isosec services due to the failure of software/systems/hardware not provided by us.

We will address most Support Calls using the following steps:

- 1. Your Isosec Support team member will investigate the reported problem and reply quickly if this is a known issue with a solution, or if it needs further investigation to find a solution.
- 2. If your request is an unknown issue, the Isosec Support Team Member will initially assess two possible scenarios:
  - ii. whether the issue has arisen as a result of an error in installing and/or operating the software product or service, if this is the case our team will provide you with guidance via e-mail and/or telephone as to the correct installation and usage.
  - iii. whether the issue may be due to a failure in some aspect of the software and/or service. If this is the case, our Support Team will provide an appropriate fix. If they're unable to provide a fix, the issue will be escalated to the Isosec Technical Team for further investigation.

## 3.4 Escalating to the Isosec Management

If the Isosec Technical Team cannot provide a fix for your reported problem within a reasonable timescale, or those stated in the Service Level Agreement (see section 5), your support call will be escalated to the Chief Technical Officer at Isosec for further investigation.



Isosec will advise you when issues are escalated internally so that you can co-ordinate management activity internally and ensure appropriate management liaison with Isosec.

# 3.5 Keeping you informed

We will always advise you of progress on resolving your support call, the current status and, where possible, estimated time to resolution.

The frequency of such reports is directly associated with the severity of the reported problem, and with the timetable applicable to Isosec's escalation procedure.

#### 3.6 Response times

The time within which Isosec Customer Support will make an initial response to your support request is defined by the support contract you have purchased. Please refer to the descriptions of the individual support contracts in the support package section within this document.

### 3.7 On-site support

On-Site Support by Isosec is not included in the standard support contracts.

### 3.8 Closing your issue

When your support request is resolved, your support call will be closed and you will be sent a link to our Customer Feedback Survey. Here, you can feedback on the different components of the support you received.

It is a very short survey and by completing this, you will be helping us to improve the service we deliver.



# 4. What is Included in Your Support Package

Our standard support package enables you to maintain your critical systems with access to Isosec Support Team for quick answers and ongoing updates to the software and/or service we provide you. As part of our standard support package you will get access to the following features:

- Call reception and logging via telephone and email
- Notification of call reference number for all logged calls Investigation of all logged calls and agreement with you regarding method of resolution
- Provision of software and service updates to address reported problems
- Provision of major and/or minor software and documentation releases according to product development schedule
- Proactive escalation of fault investigations

# 4.1 Standard support

An Isosec Standard Support Package provides your organisation with unlimited email and telephone access to our Support Team. The Isosec Team will endeavour to answer any questions you may have about installing, configuring and maintaining your Isosec products.

We will also assist you with email/phone assistance on any matter relating to the use of your Isosec product or service.



# 5. Service Level Agreement

Unless otherwise agreed in writing the following Terms and Conditions shall apply to any ISOSEC Limited (ISOSEC) Quotation/Order/invoice and to any customer purchase order pursuant thereto ("the Contract"). Support and Maintenance services where quoted are mandatory unless otherwise stated. All Support times are based on UK local time. Customers who have software that is not delivered as a service/hosted should disregard the sections relating to service provision.

#### 1. Definitions

"Agreement" means this document and/or any service or solution described on the Contract or as otherwise agreed in writing between the parties.

"Charges" means the amounts due to ISOSEC under this Agreement or a subsequent agreement. ISOSEC reserves the right to increase the Charges at the end of the Term or a Subsequent Term. Such increase will be no more than CPI unless the functionality of the System has been materially enhanced.

"Core Service Hours" are 09:00 to 17:00 GMT/BST Monday through Friday, excluding public holidays.

"Client" means the person or company named as customer in the address line or body of the Contract

"Authorised User" means any employee, officer, or consultant/contractor of Client who has been given the authority by Client to access and use the Service.

"Authorised User Id" means a unique user identifier and user account used to access the Service by an Authorised User. The Authorised User Id may only be used by the person to whom it has been specifically assigned and may not be shared with another Named User.

"Service" means the provision of the functionality as described in the Contract

"Software" means any software used by ISOSEC to facilitate provision of the Service, together with all modifications, enhancements, derivative works or improvements thereto, any and all methods, algorithms discoveries, inventions, materials, ideas and other work product that is conceived, originated or prepared in connection with the provision of the Service.

"Term" means a minimum period of 1 (one year) from the date of signing of the Agreement. At the end of the term the Agreement will renew for subsequent periods of one year ("Subsequent Term") unless notice is given by either party to terminate the agreement. Such notice to be no less than 90 days and to terminate on an anniversary of the Agreement Date. The parties may agree to longer minimum period subject to pre-payment of all annual charges by the customer in advance.

2. Licence to use the Service. ISOSEC hereby grants to Client a non-exclusive, non-transferable licence from the Agreement Date for the period during which Client subscribes to access and use the Service.

#### 3. ISOSEC's obligations.

- 3.1 ISOSEC will, for the Term of this agreement,
  - (i) make the Service available to Client in accordance with this Agreement and specifically in accordance with clause 3.2
  - (ii) take all reasonable steps to protect Client's confidential information.

#### 3.2 Service Availability

a. "Target Availability" means commercially reasonable efforts by ISOSEC to achieve Service Availability of at least 99.9%, as measured in periods of time not shorter than one calendar month.



b. "Scheduled Downtime" means any downtime previously agreed with the Client including, but not limited to, time to perform any upgrades to the Service, hardware or Software and time to perform agreed scheduled backups. ISOSEC will give Client the following minimum notice of any downtime and will use reasonable efforts to accommodate the Client's reasonable requests as to the timing of any such downtime

For periods less than 1 hour 24 hours
For periods less than 4 hours 1 week
For periods greater than 4 hours 2 weeks

c. Service Availability Calculation

"Service Availability" is calculated according to the following formula:

| Service Availability = | <u>(PSH – SD)</u><br>PSH | x 100% |
|------------------------|--------------------------|--------|
|------------------------|--------------------------|--------|

Where:

Planned Service Hours ("PSH") = 24 hours per day, 7 days per week, 52 weeks per year.

Service Downtime ("SD") = the total time when the Service is not available to the Client not including Scheduled Downtime.

However, ISOSEC does not guarantee that access to the Service via the Network or Internet will be uninterrupted or error free and ISOSEC's only responsibility with regard to providing access to the Service using any Network or the Internet is to provide connectivity from ISOSEC's data centre, with Client bearing all responsibility to provide Client's own connection(s) to the Network or Internet and bearing all risk of data corruption and interception beyond ISOSEC's data centre, including any corruption or interception that occurs in transmission over the Network or the Internet

4. Client's Obligations. The following specific obligations are in addition to the other obligations contained in this Agreement. Client will (1) allow ISOSEC to modify the features, components and functionality of the Service from time to time provided that ISOSEC provides Client with reasonable advance notice of any modification. (2) use the Service strictly in accordance with this Agreement. (3) safeguard the Authorised User Id(s) allocated to Client and allow only a single person who is an authorised employee, consultant or contractor of Client to use each Authorised User Id. (4) indemnify, defend, and hold harmless ISOSEC in respect of all costs (including legal fees), claims, expenses, liabilities or damages incurred by ISOSEC (including, without limitation, claims asserted by the Client) arising out of any use by Client of the Service or the Software in breach of this Agreement.

#### 5. Payment.

- 5.1 Client will pay to ISOSEC the Charges as detailed in the Contract
- 5.2 All Charges shall be non-refundable, shall not be available to any right of setoff and do not include any taxes, duties, tariffs or other governmental charges or expenses imposed in connection with this Agreement and/or the provision of the Service hereunder.
- 5.3 Charges will still apply in the event of any delay to the commencement of the project if Client does not meet its obligations or provide information/assistance reasonably expected by ISOSEC in order to deliver the service.
- 5.4 ISOSEC reserves the right to charge interest on undisputed late payments at the rate of 1.5% p.a. over Barclays Bank Plc's base rate from time to time which shall accrue from day to day on the amount of the delayed payment for the period of the delay.
- 5.5 If Client fails to comply with any of the terms of payment for more than 14 days after receipt of a written demand for payment, then ISOSEC reserves the right to (i) treat such non payment as a breach of the



terms of this Agreement on the part of Client and terminate this Agreement under clause 8.1(i) without the need to allow a 30 day period to remedy the default; or (ii) suspend performance of this Agreement (including provision of the Service) without incurring any liability to Client, and Client shall remain liable to ISOSEC in accordance with Clause 9. Where ISOSEC elects to suspend provision of the Service, ISOSEC shall resume provision upon payment in full of all amounts due to ISOSEC (including interest if any).

- 6. Intellectual Property in the Software and the Service. The Software and all copyright, trademarks and other intellectual property rights that exist within it, together with all intellectual property rights employed in providing the Service, are and shall remain the exclusive property of ISOSEC. Nothing in this Agreement shall pass to Client any rights of title or ownership in such property.
- 7. Warranty. ISOSEC represents and warrants that:

it will use all reasonable skill and care in the course of performing its obligations under this Agreement;

it has the right to enter into this Agreement and is authorised to provide and/or sell the Services as contemplated by this Agreement;

it has the right to grant to Client a licence to use any Software, which relates to this Agreement;

any Software will be free from material defects, in good operating condition, will perform without material errors and will conform in all respects to the relevant specification as detailed in the Solution Components section of Appendix A;

any Software will be free from, and any Services will not introduce, produce or otherwise allow, any destructive elements;

In the event of any breach of any of the representations and warranties set out in clause 7, in addition to (and not in lieu of) any other remedies available to Client under this Agreement or otherwise, ISOSEC agrees promptly to take whatever action is necessary to remedy such breach including modifying or replacing the non-compliant Software at no additional cost or expense to Client.

Except for the express warranties that are given in this Agreement, (I) ISOSEC makes no representation or warranty with regard to any product or service Isosec provides under the agreement,

- (II) ISOSEC provides all products and services under the agreement with all faults, and the entire risk as to satisfactory quality, performance, accuracy, and effort is with client, and
- (III) ISOSEC makes no warranty against interference with client's enjoyment of any product or service provided under the agreement, against infringement, or of fitness for any particular purpose or of merchantability.

Without limiting the generality of the foregoing, ISOSEC disclaims any warranty that:

- (a) The service will be entirely error free or will operate uninterrupted; and
- (b) The service will operate in conjunction with customers' hardware and software environment other than in any manner stipulated and recommended by ISOSEC.

#### 8. Termination

- 8.1 Either party may terminate this Agreement by written notice to the other party:
  - (i) forthwith if the other party commits any breach of this Agreement and, in the case of a breach capable of being remedied, such breach is not remedied within 30 days of a written request to do so; or
  - (ii) forthwith if the other party (i) has a receiver or administrative receiver appointed over its assets; (ii) passes a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction); (iii) a court of competent jurisdiction makes an order to that effect; (iv) becomes subject to an administration order; (v) enters into any voluntary arrangement with its creditors; or (vi) ceases or threatens to cease to carry on business;
- 8.2 Termination will not affect any accrued rights or liabilities of either party or the continuance in force of any provision that is expressly or by implication intended to come into or continue in force on or after termination.
- 9. Liability. Client shall be solely responsible for the conduct of any persons, whether authorised or not, who



access the Service using a correct Named User Id. ISOSEC's liability to Client for claims for direct physical damage to Client's tangible property caused by negligence and/or breach of contract is limited to £1,000 for each event or series of linked events. ISOSEC shall not be liable to Client for any loss of profit, loss of business, loss of goodwill, loss of savings, claims by third parties, indirect loss or consequential loss whatsoever and howsoever caused (even if caused by ISOSEC's negligence or breach of contract and even if ISOSEC was advised that such loss would probably result). In any case, ISOSEC's aggregate liability to Client for any claims, losses, damages or expenses whatsoever and howsoever caused (even if caused by ISOSEC's negligence or breach of contract) shall for each event or series of connected events be limited to the value of payments made under this contract. Nothing in this Agreement shall exclude or restrict either Party's liability for death or personal injury resulting from the acts of gross negligence or for fraudulent misrepresentation.

- 10. Force Majeure. Neither party will be liable for any delay in performing its obligations under this Agreement if the delay is caused by circumstances beyond its reasonable control (including, without limitation, deficient performance or availability of the Internet. and the performance of the parties' obligations shall be suspended during the period that the circumstances persist.
- 11. Data Protection. It is intended that the parties will execute a separate agreement for compliance with GDPR. ISOSEC and the Client will comply with the Data Protection Act 1998 ("the Act") and any future legislation enacted in replacement of the Act. ISOSEC, acting as Data Processor (as defined in the Act), will comply with the Act and, in particular, the 7th principle of the Act and any future legislation enacted in replacement of the Act. Any feedback Client provides ISOSEC regarding the operation of Service other than that required by the terms of this Agreement to be provided is voluntary and may be used by ISOSEC for any purpose (including, without limitation, to amend, vary, modify, supplement or improve the Service) without payment of compensation to Client, Client's employees, agents or other third party. ISOSEC may collect, maintain and use statistical data regarding Client's use of the Service. ISOSEC agrees that it will not identify Client as the source of any data collected under this Agreement without Client's prior approval. Notwithstanding anything in this Agreement to the contrary, ISOSEC may, identify to third parties, whether in advertising or otherwise, Client as a customer of ISOSEC and as a user of the Service. In all other circumstances ISOSEC will obtain Client's prior written approval before ISOSEC may use Client's trademarks and service marks in such identification, provided that no use by ISOSEC creates a likelihood of confusion as to the ownership of any mark or the goods or services with which it is identified.
- 12. Publicity. The Client agrees for ISOSEC to use Client's name and logo on its published customer List. In addition, the Customer agrees that ISOSEC may issue periodic news releases relating to the Service subject to content approval in writing by the Customer, such approval not to be unreasonably withheld.
- 13. Invalidity and Severability. If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, then the invalidity or unenforceability shall not affect the other provisions, and all provisions not affected shall remain in full force and effect. Both parties will attempt to substitute with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.
- 14. Governing Law and Jurisdiction. This Agreement will be governed and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.
- 15. Entire Agreement. This Agreement and the documents executed under them supersede all prior agreements, arrangements and understandings between the parties, and constitute the entire agreement between the parties relating to, the subject matter hereof.



#### Service Hours, Response and Resolution Times

The Client may report failures of the Service and failures of connectivity to the Service during Core Service Hours, each such failure being an "Incident".

Where 24 x 7 support is indicated in the Contract Client may report failures of the Service and failures of connectivity to the Service at any time, each such failure being an "Incident".

ISOSEC will monitor progress of Incidents and will use commercially reasonable efforts to meet the following response and resolution times.

#### Response Time means:

Start Time: When the Incident details have been reported to ISOSEC.

End Time: When the Incident number and the severity have been provided back to the reporting

person

#### Resolution Time means:

From the End Time above to the time the issue raised in the Incident has been fixed and the resolution has been provided to Client for acceptance testing; or a workaround has been provided and the service is available to Client.

For the avoidance of doubt, if an Incident is passed back to Client for further information, the time ISOSEC is awaiting a response will not count towards the resolution time.

| Severity   | Definition   | Response<br>Time                      | Target<br>Resolution<br>Time       |
|------------|--|---------------------------------------|------------------------------------|
| 1 (24 x 7) | Urgency is High and impact is High<br>The Service is not available.  | 1 hour                                | 2 hours                            |
| 1 (Core)   | Urgency is High and impact is High The Service is not available.   | 1 hour<br>(Core<br>Service<br>Hours)  | 2 Hours (Core<br>Service<br>Hours) |
| 2          | Urgency is High and impact is Medium OR Urgency is Medium and impact is High Service is available but a problem exists that has an adverse effect on the ability for user(s) to use the Service. | 1 Hour<br>(Core<br>Service<br>Hours)  | 6 Hours (Core<br>Service<br>Hours) |
| 3          | Urgency is Medium and impact is Medium Service is available but a problem exists that has an adverse effect on the ability for user(s) to use the Service.                                       | 4 Hours<br>(Core<br>Service<br>Hours) | 5 days (Core<br>Service<br>Hours)  |
| 4          | Urgency is Low and Impact is Low<br>Service is available but a problem exists that does not have an<br>adverse effect on the ability of user(s) to use the Services.                             | 8 Hours<br>(Core<br>Service<br>Hours) | Next release                       |