PDMS Hosting and Managed Service
Service Definition

1   Terms of Reference

This Service Definition describes the Hosting and Managed Services (the **Service**) offered by Professional Data Management Services Limited (PDMS). These Services are designed to host a software application, a website, or suite of applications/websites (the **Application**) developed by, or in conjunction with, PDMS on a managed service basis for delivery to a Customer and a Customer's customers and/or partners over the Internet.

It describes:

- The Service;
- How to buy the Service;
- Additional information relating to the Service.

The Version History of the document is included in the Appendix.

The Terms of Use for using software applications hosted by PDMS are contained within our Customer Code of Conduct document which can be obtained by emailing saas@pdms.com.

Standard Terms and Conditions for using other PDMS Services can be obtained by emailing saas@pdms.com.

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2 Glossary of Terms

Application – the software application, website, or suite of applications/websites developed by, or in conjunction with, PDMS being hosted by the Service.

Customer – Any organisation (e.g. Government Department, Agency or other supplier of services to the Government) that uses the Service.

GB – Giga-byte.

Mb/sec – Mega-bits per second.

Off-Boarding – The process of extracting data from the Application for use elsewhere.

On-Boarding – The process of populating the Application with existing data.

PDMS / PDMS Ltd - Professional Data Management Services Limited, a company incorporated in the Isle of Man with company registration number 061568C, whose registered office is at Global House, Isle of Man Business Park, Cooil Road, Douglas, Isle of Man, IM2 2QZ, who are the provider of the Service.

Service – The Hosting and Managed Services supplied by PDMS.

Service Availability – A percentage measure of the time the Service will be available for use.

Termination – The process of stopping the use of the Service.

Working day – Monday to Friday excluding UK public holidays.

Working hours – 09:00 to 17:30 (GMT/BST) on a Working Day.

3 Service Description

3.1 Bandwidth and Disk Space

PDMS will provide sufficient bandwidth and disk space to support the Application.

Disk space is provided in 10GB units of both database server and web-server capacity and excludes the underlying platform and operating system. It is delivered from two separate data centres.

Bandwidth is provided in units of 0.5 Mb/sec when measured as an average over the course of a calendar month. It is supplied over dual, diverse feeds, and is therefore resilient to anything that may affect services supplied by an individual feed.

3.2 Backups

Nightly backups of the data within the Application database will be taken to a local disk on the database server for the purposes of allowing a quick recovery from unexpected issues such as database corruption, or to enable a roll back of recently applied changes or updates etc.

Nightly backups of the data will be taken to a remote disk. This enables quick recovery from database server failure.

If appropriate to the Customer's data retention policy, weekly backups of the data will be taken to tape, and kept securely and remotely from the database server. These backups form a "grandfather-father-son" tape set, to enable roll back or recovery of data from previous weeks or months.

Nightly snapshots of the web servers will be taken to a remote disk, to enable for quick recovery of the web/application tier if the operating system fails.

3.3 Patching

All servers will be kept up to date with the most recent Microsoft operating system and application patches. Where practicable, patches will be applied to the live web and database servers within three days of their release by Microsoft. Development environments will be patched prior to the live environments to identify any compatibility or other issues, any issues found during this stage may impact upon the timescales that the patch is released to the live environment.

3.4 Network

The hosting environment will utilise multiple diverse devices to provide a highly resilient network with a large amount of spare capacity.

3.5 Firewall, Intrusion Protection

The hosting environment will make use of both physical and software firewall devices. This approach provides multiple tiers of security between the application and the internet.

3.6 Resilience

Hosting will be presented on Virtual Servers. The virtualisation tier that is used by PDMS ensures high levels of resilience from hardware failures with the virtualisation cluster

comprising of numerous physical devices which provide redundancy from disk, RAM, processor, network or server failure.

3.7   Location
The Services will be provided from the Isle of Man, in one of the two geographically separated hosting facilities utilised by PDMS, which are connected by a ring of private circuits.

3.8   Power/ Cooling
The hosting facilities utilised by PDMS provide state-of-the-art power, cooling and climate control systems.

3.9   Physical Security
The Services will be provided from facilities that have been certified for their security mechanisms, procedures, and policies.

3.10   Logical Security and Isolation
The Services will be provided from 'shared' infrastructure, and each website within this infrastructure will be isolated from each other website. This will be achieved by databases being customer-specific, each with their own security credentials. Each website will run under a unique identity which will only have access to the database specific to the Application.

3.11   Monitoring
The hosting environment will be monitored in real-time, 24 hours a day, 7 days a week, by a number of systems that alert PDMS engineers to potential issues. Alerts will be categorised and dealt with appropriately, with the vast majority of potential issues being resolved long before they have any noticeable effect on the hosted systems.

3.12   Service Availability
The target availability for the services is 24 hours a day, 7 days a week, all year round. However, despite the fact that the infrastructure defined is designed to support optimal availability, in practice, this "total availability" is not possible. Exceptions include:

- ■ Planned maintenance.
- ■ Critical security maintenance.
- ■ Unforeseen problems.
- ■ Downtime due to development.

In practice, it is expected that average availability will exceed 99.9%.

3.13 ISO Accreditation
PDMS' hosting environment and the management thereof fall within the scope of our internationally recognised accreditations of:

- ■ ISO 9001:2008   Quality Management System
- ■ ISO 27001:2013   Information Security Management System
- ■ ISO 14001:2004   Environmental Management System

4 Purchasing

4.1 Price

The price for PDMS Hosting and Managed Services will depend on a number of factors pertaining to the application being hosted and the services being offered, including, but not limited to:

- The database storage capacity required;
- The number of servers deployed to serve the application;
- The bandwidth used by the application.

Typical prices are £1,000 per month for a basic deployment, or £2,000 per month for a high-availability deployment.

4.2 Ordering and Invoicing

Orders can be placed by Contacting PDMS (see below). PDMS can take payments by a variety of mechanisms, including:

- PayPal;
- BACS;
- Cheque.

5 Additional Information

5.1 Contacting PDMS

PDMS can be contacted via the following mechanisms:

1. By use of the Contact Form (https://www.pdms.com/contact-us) on the PDMS web-site;
2. Via e-mail to either:
   a. enquiries@pdms.com – for new Customers or for general enquiries from existing Customers;
   b. support@pdms.com – for existing Customers of a Service to report issues with or enquire about the use of that Service;
3. Via the telephone number +44(0)1624 664000 (Working hours only).

Customers with enhanced support options (such as 24/7) will be supplied with additional means of contacting PDMS as a part of their enhanced support agreement.

5.2 On-Boarding

PDMS can provide additional services to assist with the populating of data onto the Application, as required.

5.3 Off-Boarding

When the Service is terminated, either by the Customer or by PDMS, PDMS will contact the Customer to establish off-boarding requirements.

5.3.1 Document and Data Retrieval

The standard method by which PDMS will supply your data to you (on Termination) is in the form of a **Microsoft SQL-Server Compressed Backup** file supplied in an encrypted form by appropriate media. The cost of this is included in your fee.

Other mechanisms are available on request.

5.3.2 Data Removal

Where the Service is terminated by the Customer, data removal will be performed on confirmation that appropriate data retrieval has been successfully performed.

Where the Service is terminated by PDMS, then PDMS will use best endeavours to contact the Customer to establish whether a copy of the data is required, but reserve the right to off-board data 1 calendar month after termination.

5.4 Service Level Agreement

5.4.1 Availability

The **Service Availability** stated above is the percentage of the time the Service is available for use when measured over any one calendar month subject to **Exceptions** (see below) calculated according to the formula:

> (The number of minutes the service is available to the Customer
> PLUS
> The number of minutes the service is unavailable to the Customer due to exceptions)
> DIVIDED BY
> The total number of minutes in the month

Exceptions are:

- **Circumstances beyond PDMS' reasonable control**, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services (including network and Internet service providers), virus attacks or hackers, failure of third party software. Inability to obtain raw materials, supplies or power used in or equipment needed for provision of the services, and/or outages elsewhere on the Internet that hinder or delay access to the Services.
- **Emergency maintenance** of the Application, software, network or any other component of the PDMS Software System by PDMS or its third party service providers. PDMS will use commercially reasonable efforts to provide Customer with as much prior written notice as possible (which notice may be transmitted to Customer via electronic communications and/or posting to the Services website).
- **Customer's acts or omissions** including but not limited to the acts or omissions of Customer's employees, contractors, agents, end-users or others who gain access to the Service via the Customer login identifier or password.
- **Customer's violations** of any agreements between Customer and PDMS including but not limited to the System Terms of Use.

If the Service availability over any one calendar month is less than the above defined **Service Availability**, the Customer may request financial recompense (see 5.4.4 below).

The ideal availability for the Service is 24 hours a day, 7 days a week, all year round. However, despite the fact that the infrastructure implemented to host the service is designed to support optimal availability, in practice this "total availability" is not possible. Exceptions include:

- Planned maintenance;
- Critical security maintenance;
- Unforeseen problems.

Therefore, the minimum service availability is set. Measurement of service availability will be performed by a 3rd party, and failure to meet this target will result in financial recompense (see 5.4.4 below).

5.4.2 Capacity

The capacity available for data storage is dependent on the Subscription option taken.   If the service fails to deliver pre-purchased capacity, the Customer may request financial recompense (see 5.4.4 below) equivalent to one day's unavailability of the service.

5.4.3 Performance

PDMS will endeavour to ensure system performance is of a reasonable standard, however many factors that affect your perception of system performance are outside the control of PDMS. If your perception is that there is a problem with system performance, then please raise this by **Contacting PDMS**.

5.4.4 Financial Recompense for Failure to Meet Agreed Service Levels

The financial recompense shall be calculated as a portion of the monthly Subscription fee to the Customer proportionate to the unavailability of the system, i.e.

> {1 MINUS [(The number of minutes the service is available to the Customer
> > PLUS
>
> The number of minutes the service is unavailable to the Customer due to exceptions
> > MINUS
>
> The number of minutes the service is unavailable to the Customer due to other reasons)
> > DIVIDED BY
>
> The total number of minutes in the month]} TIMES BY The monthly Subscription fee

This can be taken as a credit against any future Subscription or as a payment to the Customer.

To request financial recompense, the Customer must make a written request using the mechanisms described in **Contacting PDMS** . Any such request must include the date(s) and time(s) that the service was unavailable and must be received by PDMS within ten (10) days of the end of the calendar month during which the Service was unavailable.

The total amount repayable to the Customer in a particular month shall not exceed the total Services Subscription and/or hosting fee paid by the Customer for that month in which the credit is issued.

5.5   Support Mechanism

5.5.1 Customer Responsibility

The Customer is responsible for properly maintaining the functional operation of all workstation equipment, including but not limited to connectivity to the Internet. Prior to contacting PDMS regarding any connectivity problems with respect to the system, the Customer will verify that it is able to reach major Internet sites such as www.msn.com or www.yahoo.com.

5.5.2 Raising a Request for Support

A request for support can be raised via the various means of **Contacting PDMS** (see above).

5.5.3 Hours of Support

In general, support will only be provided during **Working Days** (see Glossary), although support requests can be raised via **Email** or the **Contact Form** (see **Contacting PDMS** above) at any time.

The scope of the support offered can be extended by agreement and on payment of an additional monthly fee, depending on the level of support required.

5.5.4   Response to a Request for Support

A response to a support request can be expected to be received within **4 (Four) Working Hours** of the support call being raised. A resolution, or work-around, can, in most cases, be expected to be received within **7.5** (**Seven and a Half) Working Hours** of the support call being raised.

5.5.5 Terms and Conditions for Support

Prior to raising a support request, the Customer should check the available training and assistance resources, FAQs and other material. The Customer should ensure that the request for support is reasonable. PDMS reserve the right to not respond to unreasonable requests.

Note: Your support may be governed by the terms of your Subscription to a Service. If you require additional support, then please use the **Contacting PDMS** mechanism to enquire about the options available.

Note: PDMS will apply a "fair usage" policy to the support requests received.

5.6   Customer Code of Conduct/Acceptable Usage Policy

The current terms of use of Applications hosted by PDMS can be obtained by emailing saas@pdms.com. Customers are expected to abide by the terms of use described therein, and are advised to check regularly for updates.

Note that:

- It is imperative that Customers protect the credentials used to access the System; e.g. ensure that passwords etc. are not shared.
- It is essential that Customers use Virus protection on their computers, and that any files uploaded to the Service are checked for Viruses.
- Customers are liable for all content that is uploaded and/or input to the Service.

6 Appendices

6.1 Appendix 1 – Additional Services

PDMS offer a wide range of additional services in support of our Hosting and Managed Service offerings, including but not limited to the following:

- Design Authority
- Design and Development
- Data Management and Migration
- Project/Programme Management – Our project managers are Prince II qualified
- Testing
- Project Specification and Selection
- Service Integration
- Deployment
- User Management
- Training
- Application Management and Support
- Strategy and Implementation Services
- Tailored complete Managed Service Agreements

6.2 Appendix 2 – Document Version History

Version Number	Date of Version	Change
1.0	25/02/2013	First version
1.1	05/09/2012	Table of contents corrected; minor formatting changes applied
1.2	01/04//2014	Minor changes for next G-Cloud submission. Addition of other services available on G-Cloud.
1.3	08/09/2015	Content and logo updated
1.4	25/05/2016	Reviewed and updated for G-Cloud 8