

GCloud

# THEMIS Service Definition

## Service Definition

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# 1 Terms of Reference

## 1.1 About this Document

This Service Definition describes the THEMIS system offered on a Software-as-a Service basis (the “Service”) by Professional Data Management Services Limited (PDMS).

It describes:

- The functionality of THEMIS, and other information pertaining to it;
- More general information that applies to all services offered by PDMS on a Software-as-a Service basis, including the Service Level Agreement and Support Mechanisms.
- Additional Services available from PDMS via the GCloud.

## 1.2 Document Properties

<b>Version</b>	1.0
<b>Date</b>	16/05/2019
<b>Classification</b>	GCloud

## 1.3 Supporting Documents

The following documents should be read in conjunction with this document:

No	Document
1	<a href="#">THEMIS Pricing Document.pdf</a>
2	<a href="#">PDMS SFIA Rate Card.pdf</a> (for GCloud Customers)
3	<a href="#">Customer Code of Conduct.pdf</a>
4	<a href="#">PDMS SaaS Standard Terms and Conditions.pdf</a>
5	<a href="#">PDMS Standard Terms and Conditions.pdf</a>
6	<a href="#">Data Protection Summary – Isle of Man.pdf</a>
7	<a href="#">G Cloud 11 Framework Agreement</a>
8	<a href="#">G Cloud 11 Call-Off Contract</a>

## 1.4 Change History

Revision	Date	Summary of changes
1.0	16/05/2019	First version – GCloud 11

# 2 THEMIS Financial Intelligence Management System

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## 2.1 Glossary of Terms

**PDMS:** Please refer to the Glossary of Terms for PDMS Software as a Service in Section 3.1 below.

**PDMS Software as a Service (SaaS):** Please refer to the Glossary of Terms for PDMS Software as a Service in Section 3.1 below.

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

**The Service:** The THEMIS Financial Intelligence Management System offered on a Software-as-a Service basis by PDMS Limited (see <https://www.pdmsregistryolutions.com/financial-intelligence-software> for further details).

## 2.2 Service Description

### 2.2.1 Key Features

At the time of writing, the standard THEMIS Financial Intelligence Management System includes the following key features:

#### Financial Intelligence

- Secure suspicious transaction reporting portal
- Submission of attachments
- Review and processing management for financial intelligence staff
- Correspondence management between external users and financial intelligence staff
- Intelligence and case management
- Consent management
- Distribution of guidance, legislation documentation and notices
- Management of suspicious activity reports, requests for assistance, letters of request and court orders

#### Record management

- Central record management for individuals and companies
- Record priority management
- Linked record management
- Built in MOPI (Management of Police Information) reviews

- Record approval management
- Recording of Court Cases and Court Orders resulting from Disclosures

### **General features**

- Highly secure system
- Fully maintainable content
- Configurable workflow
- Secure access and permission management
- Task management
- Comprehensive audit
- Fully maintainable help-text
- Sophisticated search tools

### **Reporting**

- Operational reports
- Management information reports
- Standard intelligence reports
- Report exports
- Records download to i2 Analysts' Notebook

### **Security**

- MLRO access vetting by financial intelligence staff
- Individual logins with encrypted passwords
- Role based access, highly customisable to control access to every aspect of the system
- Configurable security levels to control access to sensitive information and records
- Management of password rules
- Full traceability and audit
- No sensitive information included in email notifications
- Protected by SSL security certificate
- Built in protection against URL manipulation and SQL injection GDPR compliance

## **2.2.2 Benefits for Customers**

Some of the key benefits which THEMIS Financial Intelligence Management System provides to clients are as follows:

- Reduced administrative overhead as intelligence reports are received and managed electronically
- Access to previous submissions allows reporting parties to self-serve
- Functionality to reduce data duplication, improving data and reporting accuracy
- Facilitation of communications with 3<sup>rd</sup> parties
- Ability to populate Intelligence Reports in internationally recognised formats
- Flexible and powerful reporting
- Comprehensive auditing
- Security of both external and internal systems
- Highly configurable features, allowing customisation for changing legislative regimes and working practices
- Low cost fees
- Active user group for THEMIS clients
- Options for THEMIS to be provided as a full managed service with full business continuity and disaster recovery

### 2.2.3 Browser Compatibility

PDMS THEMIS external system is compatible with the latest versions of the following Internet browsers:

- Microsoft Internet Explorer ( IE10, IE11+)
- Microsoft Edge
- Google Chrome
- Apple Safari 9+
- Mozilla Firefox

The internal system is optimised for IE10 and 11 in order to make use of key features of that software.

PDMS will endeavor to ensure that THEMIS remains compatible with future versions of these internet browsers as they are released. We can also provide advice on other browser compatibility as required.

### 2.2.4 Virus Protection

PDMS uses and will continue to use all reasonable endeavours to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or Trojans, spyware or other malware) into THEMIS.

### 2.2.5 Service Availability

The Service Availability is set at 99.9% (see [3.5.1 Availability](#), below, for more information).

## 2.3 Information Assurance

THEMIS is not currently undergoing Information Assurance accreditation.

## 2.4 Service Roadmap

The following enhancements are currently on the roadmap for THEMIS.

- Interfaces with external business information packages, such as Microsoft Power BI
- Sanctions import and monitoring
- Case Priority increases, based on configurable keyword detection
- Automated, category based, GDPR record deletion
- Cybercrime reporting portal
- Cash declaration portal

Priorities are driven by a number of factors including demand and level of investment required.

## 3 PDMS Software-as-a-Service

### 3.1 Glossary of Terms

**Customer** – The organisation that subscribes to use the THEMIS SaaS.

**Off-Boarding** – The process of extracting data from a (SaaS) software application for use elsewhere.

**On-Boarding** – The process of populating a (SaaS) software 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 (see ).

**SaaS** – see **Software-as-a-Service**.

**Software-as-a-Service (SaaS)** – A software delivery model where a software application and its associated data are hosted centrally (in the “cloud”) and delivered via the use of an Internet browser.

**Subscription** – A payment made to use a (SaaS) software application for a period of time.

**Take Up** – The process of commencing use of a (SaaS) software application.

**Termination** – The process of stopping the use of a (SaaS) software application.

**Working Day** – Monday to Friday excluding UK public holidays.

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



## 3.2 Contacting PDMS

To request a trial of a Service (where offered), to receive support for a Service (unless described otherwise in the Service Description), or to submit queries about the standard Subscriptions offered and the extensions to them, PDMS can be contacted via the following mechanisms:

1. By use of the Contact Form ([www.pdms.com/contact-us](http://www.pdms.com/contact-us)) on the PDMS web-site;
2. Via e-mail to either:
  - a. [saasenquiries@pdms.com](mailto:saasenquiries@pdms.com) – for new Customers or for general enquiries from existing Customers;
  - b. [saassupport@pdms.com](mailto:saassupport@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 (PDMS 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.

## 3.3 On-Boarding/ Provisioning

### 3.3.1 Trialling the Service

A **30 day trial/demonstration** version of the Service can be made available.

To gain access, please **Contact PDMS** as described in 3.2 above.

### 3.3.2 Subscriptions

Requests for Subscriptions to the Service can be placed by **Contacting PDMS** as described in 3.2 above.

The minimum contract period is 1 year (12 months) and commences following the trial period, subject to contract agreements.

Payments are required quarterly in advance.

Please refer to the “**THEMIS Pricing Document.pdf**” and “**PDMS SFIA Rate Card.pdf**” for pricing details.

### 3.3.3 On-Boarding

Once your Subscription request to the THEMIS has been accepted, we will contact you to discuss the configuration information / data required and also to discuss the instructions regarding the specific requirements for this Configuration process which will then lead to the launch stage.

### 3.3.4 Terms and Conditions

Use of the Service (under both trial arrangements and contracted subscriptions), is subject to the “Customer Code of Conduct.pdf” and “PDMS SaaS Terms and Conditions.pdf”.

## 3.4 Hosting Services

The following hosting provision is included in the delivery of the Service. Please note, however, that alternative hosting provisions can be accommodated including hosting on the public cloud such as Azure.

### 3.4.1 Data Storage and Processing Locations

All data processing and storage is undertaken at Data Centres located on the Isle of Man selected by PDMS. For more information about PDMS’ commitment to Data Protection and relevant legislation please see our “**Data Protection Summary – Isle of Man.pdf**”.

### 3.4.2 Data Centres and Networks

PDMS Software-as-a-Service is hosted on a highly resilient infrastructure using multiple storage, memory and processing units across multiple locales in multiple Data Centres on the Isle of Man – an architecture aimed at achieving extremely high availability. The Data Centres adhere to best practices described by the EU Code of Conduct for Data Centre Operations, and meet the Uptime Institute Tier Level 3 classification.

PDMS holds ISO 27001:2013 Information Security Management System standard certification and also the UK Government’s new Cyber Essential Plus Certificate of Compliance. The Cyber Essentials Scheme covers cyber security in an organisation’s enterprise or corporate IT system. It concentrates on five key controls:

1. Boundary firewalls and internet gateways
2. Secure configuration
3. Access control
4. Malware protection
5. Patch management

Customer access to THEMIS is via the Internet; all data transfer is secured by industry standard encryption mechanisms.

### 3.4.3 Persistence of Storage

All data (including documents and images) input into PDMS’ Software-as-a-Service offerings are stored in a persistent manner on multiple storage instances, and will remain that way until actively off-boarded on termination of a Subscription.

### 3.4.4 Backups

The data managed by PDMS’ Software-as-a-Service offerings is backed-up nightly using a combination of disk and tape mechanisms. These backups are intended purely to restore

data in the highly unlikely event of a complete infrastructure failure; they are not intended to, nor do they provide a data archive. If such an archive facility is required, then this can be provided on request (by **Contacting PDMS** as described in 3.2 above), but is outside the terms of the standard Subscriptions.

### 3.4.5 Information Security

PDMS is certified to ISO/IEC 27001:2013, the internationally recognized standard for Information Security Management and are certified under the Cyber Essentials Plus scheme.

In the Isle of Man, the Data Protection Act 2018 makes provisions for the regulation of the processing of information relating to individuals. This act gives effect in the Island to EU Directive 2016/79 of the European Parliament (General Data Protection Regulation). For more information about PDMS' commitment to Data Protection and relevant legislation please see our "Data Protection Summary – Isle of Man.pdf."

## 3.5 Service Level Agreement

### 3.5.1 Availability

The **Service Availability** stated above (in 2.2.5 Service Availability) 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:

$$\begin{aligned} & \text{(The number of minutes the service is available to the Customer} \\ & \quad \text{PLUS} \\ & \text{The number of minutes the service is unavailable to the Customer due to exceptions)} \\ & \quad \text{DIVIDED BY} \\ & \text{The total number of minutes in the month} \end{aligned}$$

**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 website, 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 3.5.4 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 3<sup>rd</sup> party, and failure to meet this target will result in financial recompense (see 3.5.4 below).

## 3.5.2 Capacity

The capacity available for data (including documents and images) storage is dependent on the Subscription option taken and there are options to increase capacity should this be required. If the service fails to deliver pre-purchased capacity, the Customer may request financial recompense (see 3.5.4 below) equivalent to one day's unavailability of the service.

## 3.5.3 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** (see Section 3.2).

## 3.5.4 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 **Section 3.2 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.

## 3.6 Support Mechanism

### 3.6.1 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](http://www.msn.com) or [www.yahoo.com](http://www.yahoo.com).

### 3.6.2 Raising a Request for Support

A request for support can be raised via the various means of **Contacting PDMS** (see 3.2 above) unless an alternative mechanism is agreed.

### 3.6.3 Hours of Support

In general, support will only be provided during PDMS Working Days (see Glossary of Terms), although support requests can be raised via Email or the Contact Form (see **Contacting PDMS** at 3.2 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.

### 3.6.4 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.

### 3.6.5 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.

### 3.6.6 Support Agreements – Alternatives

PDMS can also offer alternative Support Agreements, depending on the Customer’s requirements.

## 3.7 Training and Assistance

The training and assistance materials are likely to be tailored to the customer’s implementation and requirements. Online Help, editable by the customer, is also available within THEMIS.

If additional training and/or materials are required, then this can be provided on request (via the various means of **Contacting PDMS** as described at 3.2 above), but is outside the terms of the standard Subscriptions.

## 3.8 Customer Code of Conduct/Acceptable Usage Policy

The current terms of use of PDMS Software-as-a-Service are included in the “Customer Code of Conduct.pdf”.

Customers are expected to abide by the terms of use described therein.

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 any system provided on a Software-as-a-Service are checked for Viruses.
- Customers are liable for all content that is uploaded and/or input to the Service.

## 3.9 Termination

A Subscription to the Service can be terminated by the Customer or by PDMS as outlined in this section and detailed in Clauses 19 and 20 of the “**PDMS SaaS Standard Terms and Conditions.pdf**”.

**Off-boarding** will then be undertaken as appropriate as described in 3.10 below.

### 3.9.1 Termination By the Customer

A Subscription can be terminated by the Customer (either during the term of a Subscription, or by indicating that a Subscription renewal is not required), by Contacting PDMS (as described at 3.2 above) and requesting such.

No refund will be made for any pre-paid Subscription period.

### 3.9.2 Termination By PDMS

#### 3.9.2.1 At the end of a Subscription

Reminders will be issued to a Customer via e-mail to the administrative user(s) 1 (One) calendar month prior to a Subscription ending. If a Subscription is not renewed, then it will have deemed to have lapsed, and in this case PDMS reserves the right to off-board the data (including documents and images) not less than one calendar month after the Subscription has ended; prior notifications will be issued via e-mail to the administrative user(s). Unless requested otherwise by the Customer, the data (including documents and images) will not be retained.

#### 3.9.2.2 Breach of Customer Code of Conduct/Terms of Use

PDMS reserves the right to terminate a Subscription at any time if a Customer is found to be in breach of the “Customer Code of Conduct.pdf” and has not satisfactorily responded to 2 (two) warnings of termination e-mailed to your administrative user(s).

#### 3.9.2.3 Termination of the Service

PDMS reserves the right to terminate the Service at the end of a Subscription period when at least 3 (Three) calendar months’ prior notice has been given via e-mail to the administrative user(s) of the termination of the Service, or at any time when at least 12 (twelve) calendar months’ prior notice has been given via e-mail to the administrative user(s) of the termination

of the Service. In either case, all data (including documents and images) will be off-boarded by PDMS and supplied to the appropriate Customers in an agreed manner.

## 3.10 Off-Boarding

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

The standard method by which PDMS will supply your data to you on Termination is as follows:

### 3.10.1 Data

PDMS will supply your data to you on Termination as described below for an agreed fee:

- An extract of the THEMIS data in a delimited form to facilitate on-boarding elsewhere. This will include suitable definitions of the extracted files and delimited fields.
- Relationships between entities will also be retained / supported through the use of appropriate keys.

Bespoke data extract requirements can also be provided on request, but would form part of a service request.

Other mechanisms are available and can be requested by **Contacting PDMS** (either at Take-up or at Termination). Use of another mechanism may incur an additional service charge.



## 4 Additional Services

PDMS offers a range of services on G-Cloud including:

- **Hosting & Managed Services:** we have the expertise, infrastructure, systems and security accreditations to host the systems we develop on a fully managed-service basis.
- **Signed Up – Labour Market Services:** Job Search, Job Board and Labour Market Data module to support organisations that want to promote, manage and report on employment related opportunities. Enables employer job posting, managed opportunities on behalf of separate organisations, and application management. Dynamic and adaptable to the needs of the local labour and enterprise markets.
- **Signed Up – Demands Case Management:** Online demands based case management and service transformation module designed to support customer centric service transformation and continuous improvement working. Evidence based decision making around measures and system constraints. Can operate as a stand-alone application or as a module in PDMS' Signed Up platform. See [www.signedup.com](http://www.signedup.com) for more information.
- **Doxshare:** DoxShare is a secure, online document-management facility, helping organisations and networks to collaborate. Using DoxShare you can quickly and securely exchange electronic files with colleagues, clients and partners, in a secure, controlled, auditable and accessible manner from desktop, laptop or mobile device. To find out more, visit <https://www.doxshare.com>.
- **Retrieva – Lost and Found Property Management:** Web based Lost and Found property management system. Designed to help businesses manage and restore their customer's lost property. Configurable for most industries with particular support for the transportation industry especially rail, bus and airlines.
- **MARIS Ship Registry and Seafarer Solution:** MARIS is an enterprise, browser-based online system covering the key business functions of Ship Registries. Services include: vessel management, inspections and surveys; seafarer management and certification. These services are supported by workflow management; document management; financial fees & invoicing; reporting. The offering also includes online services.
- **Compass Ticketing and Reservations:** Compass is the complete solution for ferry ticketing and reservations. For turn up and go customers there is desktop ticketing for use in port offices and mobile ticketing for use on board the vessels. Advance bookings can be taken via call centre over the phone or online over the web.
- **SignedUp Skills Portal:** The SignedUp Skills Portal provides access to employment and skills opportunities to create a one-stop-shop digital service for the benefit of citizens, businesses and the local economy.

PDMS also offers a wide range of additional services in support of our Software-as-a-Service applications, including but not limited to the following:

- Design Authority

- Design and Development – All of our Software-as-a-Service products, including PDMS Employed, can be customised by the PDMS development teams to meet specific Customer requirements.
- Data Management and Migration
- Project/Programme Management
- Testing
- Project Specification and Selection
- Service Integration
- Deployment
- User Management
- Training
- Application Management and Support
- Strategy and Implementation Services
- Tailored complete Managed Service Agreements

Day rates for these services can be provided on request by **Contacting PDMS** as described in 3.2 above and by referring to the “**PDMS SFIA Rate Card.pdf**”.



## Contact Us

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