

Support and Maintenance Agreement

This Agreement is made on the 1st April 2023 between:

- (1) LOGIC SOFTWARE DESIGN LIMITED incorporated and registered in England and Wales with company number 04367256 whose registered office is at Unit 2, Talbot Green Business Park, Heol-y-Twyn, Talbot Green, CF72 9FG, United Kingdom ("Logic Software"); and
- (2) HEALTH EDUCATION ENGLAND whose registered office is at Stewart House, 32 Russell Square, London, WC1B 5DN ("the Client").

The purpose of this Agreement is to set out the terms under which support and maintenance services are provided for the London NMET suite of portals (the "System").

1. Term

The Support Services will begin on 1st April 2023 (the "Commencement Date") and shall remain in force for a period of ONE year(s), unless terminated in accordance with the termination provisions within this Agreement.

2. Payment

The Client agrees to pay the sum of £9,750 per annum (the "Service Fee") in respect of the Support Services provided by Logic Software. The Service Fee will be invoiced on an annual basis and shall be due for payment within 30 days of the invoice being issued. The first payment shall fall due on the Commencement Date. All charges payable under this Agreement are exclusive of VAT, which will be charged at the prevailing rate.

3. Services to be Provided

Logic Software agrees to provide the following services to the Client (known as "the Support Services") in support of the System:

- Support
- Maintenance
- Annual Review Meeting

The Support Services will be limited to the items of the hosting environment (the "Hosting"), software (the "Software") and the bespoke program (the "Program") described in Schedule A (collectively known as the "System"). This agreement is supplementary to the Logic Terms and Conditions or Client contract, signed in conjunction with this document.

4. Support

The Support services that Logic Software will provide are:

- Priority response over clients who do not have maintenance contracts;
- Providing general advice by telephone or email on the operation of the Program, such time not amounting to more than 10 requests for advice per month;

- Retaining a complete copy of the source code in secure storage, so that the Program may be recompiled at a later date if necessary;
- Maintaining a version of the software development tools so that the Program may be recompiled at a later date;
- Ensuring that new Logic Software personnel are given training on the System and that internal documentation is kept up-to-date;
- Maintaining and administering the Software so that the System is available to users to as close to 100% of the time as possible;
- Maintaining a test/staging server.

5. Maintenance

The Maintenance that Logic Software will provide shall only apply to the Program. During the continuance of this Agreement, Logic Software shall provide the Client with the following maintenance services:

Error Correction

If the Client discovers that a current release fails to perform in accordance with the 'Statement of Requirements' (such non-performance being known as an "Error"), then the Client shall raise a Request for Support within fourteen days of making such a discovery. Any issue agreed by the parties to be an Error under this definition shall be fixed by Logic Software at no additional cost.

Logic Software shall thereupon use its reasonable endeavours to promptly correct the Error raised in the Request for Support. Upon such correction being completed, Logic Software shall deliver and install the corrected version of the Program onto the Hardware in accordance with Logic Software's Rollout and Testing Procedure. The Client shall provide Logic Software with all assistance reasonably required to install the corrected version to the Hardware and resume normal service.

Exclusions to the Error Correction Service

The foregoing error correction service shall not include:

- defects or errors resulting from any modifications of the Program or Software made by any person other than Logic Software;
- any version of the Program other than the current release;
- intentional or unintentional mis-configuration of the Program by users who have been granted administrative privileges;
- defects or errors caused by the use of the current release on or with equipment, hardware (other than the Hosting) or programs not supplied by or approved in writing by Logic Software;
- defects or errors caused by viruses;
- errors, interruption of service, loss of data or any other action caused by any person with malicious intent.

Program Amendments

If any issue raised in a Request for Support is found not to be an Error, then Logic Software reserves the right to charge the Client at its standard daily rate for the time taken to rectify such issue.

If Logic Software discovers that a Request for Support does not qualify as an Error before commencing work on finding a remedy, then Logic Software shall inform the Client of the reasons why. It will be the Client's decision on whether to proceed and incur an additional charge, instruct Logic Software to use Development Days, or to instruct Logic Software to cancel the Request for Support.

This Agreement shall include 15 days of development time ("Development Days") which can be called off by the Client in a proactive manner at any time during the continuance of the Agreement. The Development Days can be used to maintain, upgrade, update and/or amend the Program as may be desired by the Client. The use of Development Days shall be subject to the formal Change Control Procedure and will be planned into Logic Software's development schedule and agreed with the Client.

After all the Development Days have been fully consumed, any other amendments to the Program may be requested by the Client. Any such amendments will be charged at Logic Software's standard daily rate as recorded in Schedule A and as are referred to as a 'Request for Change'. A formal Change Control Procedure exists to cover this scenario.

6. Annual Review Meeting

Logic Software will convene a face-to-face meeting with the Client at least once per annum for the purpose of reviewing the performance of this Agreement and to review the performance of the System.

7. Exclusions to the Support Services

The System may not be transferred to another physical location or moved to hardware, other than the Hosting described in Schedule A, without the prior written consent of Logic Software.

This Agreement covers only the Hosting detailed in Schedule A and provided that the Hosting is used in accordance with the manufacturer's instructions, it has not been subject to neglect, abuse, misuse, accident, fire, transportation or having been repaired or maintained by any other person than Logic Software or its appointed agents for the duration of this Agreement.

This Agreement covers only the Software detailed in Schedule A and provided that the Software has not been altered, updated, replaced or renewed other than by Logic Software or its appointed agents for the duration of this Agreement.

For clarity within the following paragraphs, 'data' is defined as the files created and stored by the Program. 'Data' does not include the files on the Hosting, which go to make up the Software such as operating system or database engine.

Logic Software shall be under no obligation to provide Support Services in respect of:

- any software or hardware, other than the System;
- damage, loss or inconsistency to the data caused by the Client accessing the Program and the data contained therein with any other software not provided by Logic Software;

- recovery of the data within the Program or files within the Software following failure of the Hosting, lack of a suitable data backup routine, a virus infection or any other event outside the direct control of Logic Software;
- recovery or rebuilding of the data within the Program or files within the Software due to any virus or other malicious attack from internal or external sources;
- the performance of the System which may or may not be caused by the presence of other software installed upon the Hosting other than that included within Schedule A.

8. Obligations of the Client

Under this Agreement, the Client shall have obligations to promote the security and smooth running of the System. The Client undertakes not to alter or modify the whole or any part of the System in any way whatsoever, nor to permit the System to be combined with, or become incorporated in, any other programs and/or equipment during the continuation of this Agreement.

9. Support Hours

During the continuance of this Agreement, the Support Services will be provided during normal working hours: Monday to Friday from 09:00 to 17:00, but excluding national holidays (known as the "Normal Support Hours"). During the Normal Support Hours, Logic Software shall use its reasonable endeavours to respond to a Request for Support according to its priority.

The Client may request that the Support Services be provided outside the Normal Support Hours (known as "Extended Support Hours"). Requests to provide Support Services during, or continuing into, the Extended Support Hours shall be charged to the Client at Logic Software's standard daily rate. A minimum charge of £250 + VAT will be applied for any work carried out during or continuing into the Extended Support Hours. Work will only be carried out during the Extended Support Hours if the Client specifically directs Logic Software to do so in writing. Logic Software shall be under no obligation to provide support during the Extended Support Hours.

10. Priority of Responses

Response and resolution times during Normal Working Hours will be prioritised according to the severity of an incident as noted below.

Priority	Description	Target Response Time	Target Resolution Time
One	All users affected and unable to continue working	0.5 Working Hours	8 working hours
Two	All users affected but able to continue to work in a restricted manner	1 working hour	16 working hours
Three	Not all users affected and affected users are unable to continue working	1 working hour	32 working hours
Four	Not all users affected and affected users are able to continue working	2 working hours	48 working hours

1. Authorised Contacts

Requests for Support shall only be received by Logic Software from authorised contacts who have been nominated by the Client (the “Authorised Contacts”). Any Requests for Support shall be directed through these Authorised Contacts only. Logic Software, for the protection of both it and the Client, will not be obliged to act upon any Requests for Support that are not made by Authorised Contacts. The list of Authorised Contacts should be maintained by the Client within the Customer Support Portal and any Request for Support logged through the Customer Support Portal shall be deemed to have been made by an Authorised Contact.

2. How Support Services will be Provided

If an Authorised Contact from the Client requires Logic Software to respond to a maintenance or support issue then they should use one of the following methods (known as a “Request for Support”):

- **Customer Support Portal** – register an issue in the Customer Support database. This should be the primary method for requesting support because all requests will be logged and time-stamped;
- **Email** – send an email with details of what the request is to support@logicsoftware.co.uk. Logic Software will not respond to the Request for Support until the details of the email have been copied in to the Customer Support Portal;
- **Telephone** – Logic Software shall not be obliged to act on a Request for Support, raised solely by telephone, unless it has also been registered by email or the Customer Support Database. Telephone contact should be used to notify Logic Software’s support staff of urgent Requests for Support. An urgent problem is a priority 1 or 2 situation as noted above;
- **Post** – write with details of what the request is to Logic Software at Unit 2, Talbot Green Business Park, Heol-y-Twyn, Talbot Green, CF72 9FG

To enable Logic Software to remedy any issues, the Client should supply in writing a detailed description of any issue requiring Support Services and the circumstances in which it arose (with screen shots if possible), and should submit sufficient material and information to enable Logic Software’s support staff to replicate the problem.

Upon receiving a Request for Support, Logic Software will respond to the Client, through the Customer Support Portal, with an indication on what is the likely cause of the problem, a recommendation on how to remedy the issue and an estimated time frame within which the issue will be remedied. When the issue has been resolved, the Customer Support Portal will be updated again.

13. Logic Software’s Warranty

Logic Software warrants to the Client that all services supplied under this Agreement will be carried out with reasonable care and skill by personnel whose qualifications and experience will be appropriate for the tasks to which they are allocated.

Except as expressly provided in this Agreement, no warranty, condition, undertaking or term, express or implied, statutory or otherwise, as to the satisfactory quality, fitness for purpose, or ability to achieve a particular result, of the Program is given or assumed by the Client, and all such warranties, conditions, undertakings and terms are hereby excluded.

The Client hereby agrees that its sole remedy in respect of any non-conformance with any warranty in this Agreement is that Logic Software will remedy such non-conformance (either by itself or through a third party) and if, in the reasonable opinion of both parties, Logic Software is unable to remedy such non-conformance, Logic Software will refund the Support Fee for the term in which the services, the subject of such claim, were supplied, if paid, whereupon this Agreement shall immediately terminate.

Logic Software does not warrant that all Errors can and will be corrected. Logic Software shall use its reasonable endeavours at either the Client's premises or Logic Software's premises to correct Errors in the Program, so long as the Errors are repeatable by Logic Software, or to provide a software patch; or to bypass around such Error.

The Client must within 14 days notify Logic Software of any non-conformance to the above warranties in order to benefit from the remedy stated above.

14. The Client's Warranty

The Client warrants that it has not relied on any oral representation made by Logic Software or upon any descriptions, illustrations or specifications contained in any catalogues and publicity material produced by Logic Software which are only intended to convey a general idea of the products and services mentioned therein. The Client has however relied upon the descriptions, illustrations, functions, specifications contained in the Statement of Requirements or Change Request.

The Client warrants that it shall comply in all material respects with all applicable laws, regulations and codes of conduct (whether statutory or otherwise) of the United Kingdom, and that all licences, permissions and consents required for carrying on its business have been obtained and are in full force and effect.

15. Logic Software's Liability

Logic Software's liability for any damages resulting from:

- loss of data;
- loss of use;
- lost profits;
- loss of anticipated savings;
- any damages that are an indirect or secondary consequence of any act or omission of Logic Software;

whether such damages were reasonably foreseeable or actually foreseen shall be limited to £50,000. This amount shall be the minimum sum for which Logic Software carries comprehensive insurance cover. The parties hereby acknowledge and agree that these limitations of liability are reasonable in light of all the circumstances.

16. Termination

Subject to the clause entitled Force Majeure, this Agreement is not determinable by either party unless either of the parties commits any serious breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed, within 30 days after the receipt of a request in writing from Logic Software so to do, to remedy the breach (such request to contain a warning of Logic Software's intention to terminate).

Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party, nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come onto or continue in force on or after such termination.

17. Amendments

This Agreement may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except by an instrument in writing signed by a duly authorised officer or representative of each of the parties to this agreement.

18. Assignment

This Agreement is personal to the parties and neither this Agreement nor any rights, licences or obligations under this agreement, may be assigned by either party, without the prior written approval of the other party.

Notwithstanding the foregoing, either party may assign this Agreement to any acquirer of all, or of substantially all, of such party's equity securities, assets or business relating to the subject matter of this Agreement, or to any entity controlled by, that controls, or is under common control with, a party to this Agreement. Any attempted assignment in violation of this clause will be void and without effect.

19. Entire Agreement

This Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter of this agreement. However, the obligations of the parties under any pre-existing non-disclosure agreement shall remain in full force and effect insofar as there is no conflict between the same. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.

20. Force Majeure

Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that party. If such circumstances continue for a continuous period of more than 6 months, either party may terminate this Agreement by written notice to the other party.

21. Notices

Any notice to be given under this Agreement shall be in writing and shall be sent by first class to the address of the relevant party set out at the head of this Agreement or such other address as that party may from time to time notify to the other party in accordance with this clause.

22. Set-off

Where either party has incurred any liability to the other party, whether under this Agreement or otherwise, and whether such liability is liquidated or unliquidated, each party may set off the amount of such liability against any sum that would otherwise be due to the other party under this Agreement.

23. Third Parties

The parties confirm their intent not to confer any rights on any third parties by virtue of this Agreement and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

24. Proper Law and Jurisdiction

This Agreement and all matters arising from it and any dispute resolutions referred to below shall be governed by and construed in accordance with English Law and shall submit to the exclusive jurisdiction of the Cardiff County Court.

We, the undersigned, consent to the terms set out within this Agreement and agree to abide by them.

Signed by [REDACTED] on behalf of Logic Software Design Limited

[REDACTED]

Dated 16-Apr-2023

Signed by [REDACTED]
on behalf of the Client

[REDACTED] 02 / 03 / 2023
..... Dated.....

Schedule A – The System

1. Hosting Environment (the “Hosting”)

The proposed hosting environment is a Microsoft Windows Server 2012(minimum) server located in a dedicated HEE VM within Microsoft Azure.

2. Operating System (the “Software”)

The proposed server operating system is Microsoft Windows Server 2012(minimum).

3. Third Party Software (the “Software”)

The proposed database is Microsoft SQL Server 2012 (v11.0)(minimum).

4. Custom Software (the “Program”)

The Program is constituted of a number of HTML pages, CSS style sheets, C# .NET code, and SQL stored procedures.

5. Logic Software’s Standard Daily Rate

For the duration of this contract, Logic Software’s Standard Daily Rate will be £650.00 + VAT per day.

Title	Logic Support Contract 2023
File name	Logic Software Su...greement 2023.pdf
Document ID	d48c5269183159211446103a3a8a2877733fda2b
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document history



02 / 03 / 2023
16:34:53 UTC

Sent for signature to [REDACTED]
from [REDACTED]
IP: 81.142.217.71



02 / 03 / 2023
16:49:27 UTC

Viewed by [REDACTED]
IP: 193.42.56.118



02 / 03 / 2023
16:50:15 UTC

Signed by [REDACTED]
IP: 90.220.90.237



COMPLETED

02 / 03 / 2023
16:50:15 UTC

The document has been completed.