

Service Level Terms – Rescribe HIS



Service Level Terms

We **Scorg Technologies Private Ltd** (“Scorg”, “we”, “us”, “our”) have developed a proprietary software named as “Rescribe HIS”. Please read these service level terms (“Service Level Terms”) carefully before using Rescribe HIS. These terms create a binding legal agreement between Scorg and all the users of the Rescribe HIS. (“Client”, “User’s” “you”, “your”)

1. **OBJECTIVES**

- 1.1 Scorg agrees to provide support and maintenance services to Client upon payment of support and maintenance fees as per the applicable Order.
- 1.2 The purpose of these Service Level Terms is to outline the services Scorg agrees to provide including but not limited to Service Availability, Service Resolution Times, Service Exclusions.
- 1.3 Services not mentioned in these Service Level Terms will carry additional charges which are to be agreed between Client and Scorg.



2. DEFINITIONS

- 2.1 “**Downtime**” means when Rescribe HIS is inaccessible to all or a majority of Client’s users for reasons other than Scheduled Maintenance, actions of the Client and Client’s authorized and unauthorized users, and the failure of systems that are the responsibility of the Client.
- 2.2 “**Go Live**” when Rescribe HIS has been implemented on the production environment of the Client.
- 2.3 “**Implementation**” means installing at Client’s site on Client’s machine, end user training and taking the operations of client Go-Live on the software.
- 2.4 “**Incident**” means any set of events that results in failure to meet a service level.
- 2.5 “**Service**” shall mean the services pertaining to the Software provided by Scorg including but not limited to maintenance and support services.
- 2.6 “**Service Requests**” means the request made by Client for a Service.
- 2.7 “**Service Available**” has the meaning given to it in Clause 6.2.
- 2.8 “**Service Resolution Time**” means the time taken to resolve a Request from time Service Request was raised by the Client.
- 2.9 “**Service Exclusions**” means the services that are not covered under these Service Level Terms.
- 2.10 “**Service Level**” means the category of Service Request falls under
- 2.11 “**Software**” has the meaning given to it in the Software Terms and Conditions.
- 2.12 “**Software Terms and Conditions**” means the Software licensing terms and condition that govern the use of the Software, available on https://rescribe.in/site/software_licence_agreement_RHIS.php
- 2.13 “**Scheduled Maintenance**” means the maintenance carried out by Scorg to upgrade, replace, or maintain the Software.

- 2.14 “Normal Working Hours”** means hours from 09:00 AM to 5:00 PM on Monday through Saturday, except when the facilities are closed due to holidays, administrative closings or extenuating circumstances.

Capitalized terms used but not defined in these Service Level Terms shall have the meaning ascribed to them as defined in Software Terms and Condition.

3. **SERVICE EXCLUSIONS**

- 3.1** Service does not cater networks, devices, servers, workstations and operating systems at the hospital premises.
- 3.2** Service Requests not belonging to the authorized list of employees / users from Client will not be entertained.
- 3.3** Implementation of access management or other security-related processes will be retained by Client as requested.
- 3.4** The following Services are not covered under these Service Level Terms:
- 3.4.1 Incidents or requests from facilities not listed in these Service Level Terms.
 - 3.4.2 Incidents arising out of Client’s use of the Software in a manner that is contrary to the Software documentation or any other instructions issued by Scorg
 - 3.4.3 Incidents arising due to unauthorized modifications carried out on the Software.
 - 3.4.4 Downtime resulting from scheduled maintenance and Force Majeure events.
 - 3.4.5 Inability to provide Service due to acts or omission of any permitted user.
 - 3.4.6 Incidents arising due to Client’s hardware not meeting Scorg’s hardware requirements updated from time to time
 - 3.4.7 Incidents arising due to improper database management by the Client
 - 3.4.8 Enhancements or changes not covered in the Software Terms and Condition

4. **RESPONSIBILITIES**

- 4.1** The Client and its employees agree to be responsible for the following activities:

Roles	Responsibilities
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Client's IT Staff	<ul style="list-style-type: none"> ● Interacts with SCORG's support engineer for any information related to hardware, networks, servers, workstations, installations and operating systems. ● Fulfills any non-software issues as raised by Scorg's support engineer. ● Provides on time support for implementation & any technical issues post Go-Live. ● Maintains integration parameters and data integrity. ● Maintains hardware as per Scorg's requirements
Client's Service Level Manager	<ul style="list-style-type: none"> ● Negotiates and agrees on these Service Level Terms with Scorg. ● Negotiates and agrees with Scorg for any Service Level Requirement or new / developing services. ● Analyzes and reviews service performance against these Service Level Terms. ● Review of actions, current performance, review of Service Levels and targets ● Takes appropriate actions to maintain / improve Service Levels. ● Logs a Service Request, in case of any support issue, using the support mechanism provided.
Client's Operations Manager	<ul style="list-style-type: none"> ● Manages operations and publishes reports and overall issues if any. ● Ensures that IT services operate within Service Level targets for the Client as applicable.
Client's Application Users	<ul style="list-style-type: none"> ● Application user and primary customer to whom support is needed. ● Provides data on the issue with details of login, date, time and details of problem description. ● Provides any additional information as requested by the service support engineer as and when required.

4.2 Scorg and its employees agree to be responsible for the following activities:

Roles	Responsibilities
Scorg's Support Engineer	<ul style="list-style-type: none"> ● Ensures that monthly Service Levels are met as per Client's needs. ● Ensures appropriate action is being taken and escalates issues. ● Updates service issues as per these Service Level Terms. ● Monitors the progress of ongoing issues. ● Adheres to timelines as per these Service Level Terms. ● Answers calls and remote logins to support the product.

<p>Scorg’s Account Manager</p>	<ul style="list-style-type: none"> ● Negotiates and agrees on these Service Level Terms with Clients. ● Acts as dedicated point of contact for the Client. ● Analyzes and reviews Service Performance against these Service Level Terms. ● Organizes and maintains regular Service Level reviews with the Client’s Manager which covers the following: <ul style="list-style-type: none"> ○ Review of outstanding actions from previous Reviews performance; ○ Review of Service Levels and targets (where necessary); ● Appropriate actions to maintain / improve Service Levels. ● Any actions required to maintain or improve Service Levels ● Acts as coordination point for any temporary changes to Service Levels required (i.e. extra support hours required by the customer, reduced levels of service over a period of maintenance required by the Service Provider, etc.).
<p>Scorg’s Service Delivery/Product Manager</p>	<ul style="list-style-type: none"> ● Provides a managed level of Service ● Builds and manages aggregate service plan for Services. Identifies and manages improvements. ● Reports on volumes for Services managed, in terms of Service demand from all sources ● Handles the enhancements and releases of the product. ● Manages directly SCORG support engineers and provides input on customer satisfaction needs and issues for competency development.

5. SERVICE LEVELS

5.1 Service Levels will be categorized at Scorg’s discretion.

5.2 The below table lays out the description of Service Levels.

Service Level	Services	Description
<p>Level I Support</p>	<p>Product training & basic troubleshooting</p>	<ul style="list-style-type: none"> ● Telephone help desk or answer center support. ● Technical support system includes inbound calls, email, chat & remote login. ● Technical support executives are liable to deliver technical assistance, which might include help with mere problems or frequently asked questions.

Level II Support	Technical problem	<ul style="list-style-type: none"> Experienced professionals that know specifics about the implementation or business. Technical support helps solving the unsolved problems of the Level I support, engineer and can clear all complex technical content including case details and can lengthen the support cycle. Technicians will be responsible to answer calls; Technical support system includes inbound calls, email, chat & remote login
Level III Support	Major problem	<ul style="list-style-type: none"> Technical experts will be employed to resolve issues that are typically very difficult or critical. The Technical experts will include senior software developers, systems engineers, or other technical professionals that are generally not required to solve "routine" issues not involving product defects, conflicts, or data damage. The entire software team would be involved.

6. SERVICE AVAILABILITY

6.1 The Client can request a Service at any time during Normal Working Hours.

6.2 For the provision of a Service covered by these Service Level Terms, service availability (“**Service Availability**”) of an interface is defined as:

$$\frac{\text{Number of hours service staff are available through the interface}}{\text{Number of total working hours}}$$

6.3 Scorg will target 100% Service Availability during Normal Working Hours for all the interfaces combined (telephone, or e-mail) meaning there will always be at least one service engineer available to report an incident or request a service during Normal Working Hours. Availability of each interface alone is provided below:

Interface	Availability
Telephone	90 %
E-mail	95 %

7. SERVICE RESPONSE AND RESOLUTION TIME

7.1 Scorg agrees to respond to a Service Request within 2 hours during Normal Working Hours.

7.2 Scorg agrees to perform a remote health check of Software once every quarter.

7.3 The following table gives details of Services Resolution Times based on Service Levels:

Category	Resolution Time
Level 1 Support	6 HR
Level 2 Support	12 HR
Level 3 Support	48 HR
Escalation Time	After resolution time

7.4 The times taken by the Client to respond to the Scorg’s query to Service Request will be excluded from Service Resolution Time.

7.5 Service Request shall be deemed resolved if the Client does not respond to Scorg’s query within 48 hours.

8. SERVICE PRIORITY

8.1 The urgency (“**Service Priority**”) of the Service Request shall be determined using the following criteria:

Level	Type	Description
P1	Emergency	The Software is not available, and productivity has been halted. The product is unusable in its current state.
P2	Critical	The Software is available but experiencing issues that have a direct impact on productivity.
P3	Normal	The Software is having an occasional issue that has been identified as needing to be resolved, but the issue has not greatly affected productivity.
P4	Low priority	The Client has questions about documentation, processes, or procedures.

9. ESCALATION MATRIX

9.1 The Client can escalate the Service Request depending on Service Priority as per the below table:

Priority	Account Manager	Support Manager	Product Manager	VP Operations	COO
P1	✓				
P2	✓	✓			
P3	✓	✓	✓		
P4	✓	✓	✓	✓	
P5	✓	✓	✓	✓	✓

10. CONTACT LIST

10.1 The below table lays out the contact details of Scorg's relevant personnel:

	Name	Email
Support Contact Person	Account manager	NA (Account manager will be assigned during implementation)
Support Manager	Arti Agarwal	Arti.agarwal@scorgtechnologies.com
Product Manager	Shailesh Bartakke	shailesh.bartakke@scorgtechnologies.com
VP-Operations	Anirudh Kulkarni	anirudh.kulkarni@scorgtechnologies.com
COO	Abhilash Reddy	abhilash@scorgtechnologies.com

11. **FORCE MAJEURE**

11.1 For the purposes of Rescribe HIS SLA, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, pandemics, natural or man-made disasters, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies. The failure of a Party to fulfil any of its obligations hereunder (except for the obligation to make timely payment by customer) shall not be considered to be a breach of, or default under, Rescribe HIS SLA insofar as such inability arises from an event of Force Majeure.

12. **TERMS AND CONDITIONS**

12.1 Upon clarification and acceptance of these Service Level Terms.

12.2 Scorg will assign a Support Engineer and Support Manager to execute the Services as agreed in these Service Level Terms. Additional reference documents will be provided by the Support Engineer for Operations team.

12.3 Updates on compatibility with new versions of the above Software can be taken and addressed in quarterly visit.

12.4 By accepting to these Service Level Terms, you are agreeing that any information communicated is confidential and will not be shared with any third parties without Scorg’ permission.

12.5 No query will be entertained if no ticket is raised. Calls will be entertained only in case of emergencies.

