

SOFTCURE TECHNOLOGY LLP

SERVICE LEVEL AGREEMENT
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Support Team

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Service Level Agreement (SLA)

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1) DEFINITION

A Service Level Agreement (SLA) protects the vendor (providing the software) and the customer (subscribing to the product). It protects the rights of both parties and reduces misunderstandings or miscommunication. To avoid such miscommunications, read on to understand SaaS service level agreement best practices.

Benefits Gained from an SLA

An SLA is a contract between parties that defines the services provided, the indicators associated with these services, acceptable and unacceptable service levels, liabilities on the part of the service provider and the customer, and actions to be taken in specific circumstances. In the scope of this SLA only modes of operation are discussed and formalised and financial components are not considered.

The basic objectives of an SLA are as follows:

- Better communication. It facilitates two-way communication between the parties. This communication starts at the beginning of the process to establish an SLA and continues throughout the life of the arrangement. The parties involved come together in order to understand each other's needs, priorities and concerns, and to gain an insight into the problems which may be faced by each party through the failure of each party to fulfil their obligations.
- Guards against expectation creep. It is not uncommon for one party's expectations of another to be higher than that which may be considered reasonable. Discussing these expectations and the resource commitments necessary to meet them is one activity undertaken in the establishment of an SLA. The process facilitates the identification and discussion of expectations. As a result, it helps identify service levels that are considered acceptable by each party and which are attainable and achievable.

2) INTRODUCTION & SCOPE

Scope: This **Service Level Agreement (SLA)** between Company **Softcure Technology LLP** offering Softcure HMIS having its registered office at 21/III, Sukhshant Complex, Mangal Pandey Nagar, Meerut-250004 and Health Facility, Communication address with Point of Contact sets forth the understanding of the parties related to Configuring & implementing an updated version of multi-user Softcure Pro HMIS V1.0 with complete operational manual & training activities.

This SLA is overseen and managed by the **Softcure Technology LLP**.

1. **SUBJECT.** Softcure Technology LLP is the vendor for Configuring & implementing of Softcure Pro HMIS v1.0, whereas Health Facility – ABC HOSPITAL, Communication address with Point of Contact desires for seamless implementation of EMR & Billing services offered by Softcure Technology LLP.
2. **PURPOSE.** The purpose of this MOU is to set forth certain understandings of the parties in relation to the terms and conditions to be agreed between Company and Health Facility.
3. **UNDERSTANDINGS.** The parties set forth their understandings under this MOU with respect to the agreement as follows.

3) Services Provides

- Softcure Technology LLP is offering SAAS (Software as a Service) Web-based Hospital Management Information Software & implementing an updated version of multi-user Softcure Pro HMIS v1.0 with complete operational manual & training processes.
- Softcure Technology LLP will be providing comprehensive support for seamless accessing of all the HMIS modules at multiple departments of the health facility.
- The company will provide the complete support including demonstration, SRS (software requirement specification from client site), installation, print formatting & reports customization, training, server management, cloud management, backup wizard and networking.
- After the successful implementation of the HMIS, the Softcure Technology LLP will issue an AMC certificate every year for extending support & maintenance services.
- Softcure Technology LLP will provide timely update for EMR, ABDM, ICD, Snomed CT or any other updates to keep the system upto the mark.
- For any third-party software / hardware integration there should be a uniform architecture API module between both the parties for easy data transition.
- Softcure is offering a cloud based HMIS web application where cloud / server management is the responsibility of the company itself to keep server up to date with its renewal.

Summary of Support Levels:

Level	Description	Support Focus
Self-Service	Self-help resources (knowledge base, FAQs)	Basic inquiries and troubleshooting
Level 1 (L1)	Basic, general support (customer service agents)	Simple issues and general inquiries
Level 2 (L2)	Technical support (specialized troubleshooting)	Advanced troubleshooting and technical issues
Level 3 (L3)	Expert support (engineers, developers)	Deep technical issues and bug fixes
Level 4 (L4)	External support (third-party vendor assistance)	External dependencies or integrations
Premium Support	Paid, high-priority support for businesses	Fast response times, dedicated support

4) Performance Metrics

- System Performance:** The Provider will ensure that the SaaS solution maintains an average response time of not more than six milliseconds seconds per request.
- Data Backup and Recovery:** Daily backups will be performed, and data recovery will be available within 1 hours in the event of data loss.

5) Service Levels

- ✓ **Uptime Guarantee:** Softcure Technology LLP commits to ensuring that the service is available 99.9% of the time per calendar month, excluding scheduled maintenance and force majeure events.

- ✓ **Response Time:** Softcure Technology LLP commits to responding to support requests within 15 minutes during our support hours 9:00 am to 7:00 pm.
- ✓ **Resolution Time:** Softcure Technology LLP will endeavour to resolve service disruptions within 30 minutes.
 - **Critical issues** (service down, major functionality failure): Response within 15 minutes, resolution within 30 minutes.
 - **High priority issues** (partial functionality failure, minor service degradation): Response within 15 minutes, resolution within 1 hour.
 - **Medium priority issues** (non-urgent, minor bugs or questions): Response within 30 minutes, resolution within 1 hour.
 - **Low priority issues** (general inquiries, non-urgent issues): Response within 1 hour, resolution within 2 business days.
- ✓ **Scheduled Maintenance:** Maintenance will occur during midnight 2:00 AM to 4:00 AM once per quarter with prior notice via a Company's email or by registered WhatsApp provided to the Customer ,48 hours in advance.

6) Support & Service Availability

Customer Support Hours 9:00 AM to 7:00 PM (IND GMT) via a Level 1 Executive.

Support Details:

1. Customer Care Helpline: +91-96757 11122, +91-96756 11122, +91-96752 11122, +91-96750 11122
2. Email: support@softcure.in
3. Customer Chat Support, this facility is available under HIS 's Support ticket windows.

7) Security and Data Protection

Follow the guidelines based on:

- ✓ The Information Technology Act, 2000 (IT Act) and rules notified thereunder formed the basis around which the data protection framework revolved.
- ✓ The Ministry of Electronics and Information Technology (MeitY), Government of India, released the draft of the Digital Personal Data Protection Bill in 2022 (DPDP Bill).

Under DPDP Act the company works on the following principles:

- a) usage of personal data by an organization is to be done in a manner that is lawful, fair and transparent to the individuals concerned;
- b) usage of personal data is to be limited to the purpose for which it was collected;
- c) only those items of personal data that are required for attaining a specific purpose are to be collected;
- d) reasonable efforts should be made to ensure that the personal data of the individual is accurate and kept up to date;

- e) storage of data is required to be limited to such duration as is necessary for the stated purpose for which personal data was collected;
- f) reasonable safeguards are to be undertaken to ensure that there is no unauthorised collection or processing of personal data. This is intended to prevent personal data breach; and
- g) the person who decides the purpose and means of processing of personal data i.e. Data Fiduciary is accountable for such processing.

Data Security: The Provider will implement industry-standard security protocols to ensure the safety and privacy of the Customer's data. This includes encryption at rest and in transit, firewalls, and multi-factor authentication.

Compliance: The Provider will comply with relevant regulations, including NDHM & WASA and will provide documentation on compliance upon request.

Softcure Technology LLP WASA Audit: This audit is done by CERT-In Empanelled WASA Agency every year.

A Web Application Security Audit (WASA) is a thorough examination of our HMIS web application's security posture. The primary objective is to identify vulnerabilities that could be exploited by attackers, compromising the application's integrity, confidentiality, and availability.

By adhering to industry best practices and guidelines, such as those outlined by the Open Web Application Security Project (OWASP), a WASA provides organizations with a detailed understanding of their security weaknesses and actionable recommendations for improvement.

Next Due Date for Audit: 09th April 2025

8) Client Responsibilities

- Provide necessary access and cooperation for **Softcure Technology LLP** to deliver services.
- Notify **Softcure Technology LLP** promptly of any service issues or concerns.

9) Monitoring and Reporting

Softcure Technology LLP will monitor service performance and provide regular reports to [Health Facility] detailing uptime, response times, and any service disruptions.

10) Remedies for Breach of SLA

In the event of a breach of the SLA, Softcure Technology LLP may be entitled to:

- Service credits or refunds for downtime exceeding agreed-upon levels.
- Escalation procedures for unresolved service issues.

11) Term for Termination (SLA)

- **Term:** This Agreement will commence on the Effective Date and continue for a period of 12 months unless terminated earlier in accordance with this section.

- **Termination for Convenience:** Either party may terminate this Agreement by providing 30 days written notice.
- **Termination for Cause:** Either party may terminate this Agreement if the other party breaches a material term of this Agreement and fails to remedy the breach within 30 days of receiving written notice.

12) Confidentiality

Both parties agree to maintain the confidentiality of information exchanged under this SLA.

1. It specifies what constitutes confidential information, which can include trade secrets, business plans, customer data, intellectual property, and more. This ensures that both parties know what information is protected.
2. Both parties may be required to limit access to confidential data and take reasonable measures to protect it.
3. Often included is a non-disclosure clause that prevents either party from sharing confidential information with third parties without the consent of the other party. It may also specify the duration of this confidentiality obligation, often extending beyond the term of the SLA.
4. **Exceptions to Confidentiality:** In some cases, the SLA may outline certain exceptions, such as when disclosure is required by law or in case of an emergency that poses a risk to the safety of individuals or operations.

13) Limitation of Liability

The Provider's liability under this Agreement will be limited to the total amount of fees paid by the Customer for the service in the 12 months prior to the event giving rise to the claim.

Caps on Damages:

- **Monetary Limit:** This SLA may set a financial cap on the amount a provider must pay in the event of a service failure. This is often a fixed amount or a percentage of the overall contract value.
- **Exclusion of Certain Types of Damages:** SLAs may exclude liability for certain types of damages, such as indirect, consequential, or punitive damages, to limit exposure.

14) Governing Law

These agreements would be governed by the contract law provisions of the Contract Act of 1872.

- ✓ **Resolution of Disputes:** Here disputes will be resolved through arbitration or through the courts.
- ✓ **Consistency:** To apply legal standards, preventing potential confusion in case of disputes.
- ✓ **Enforceability:** Here the law of governance chosen by Softcure Technology LLP only.

15) General Terms and Conditions

- a) Company will start the work only after the confirmation email with advance as per payment terms.

- b) For ABHA / ABDM Module, company will be required HFR – Software vendor Bridge ID Integration.
- c) Softcure required a Point of Contact (person) from the hospital side for treating as a communication channel between Softcure & hospital for providing software input data ex. Rate list, doctor list, pathology rate list, TPA, users, staff, OPD slots & timing etc in the format as demanded by the company.
- d) WhatsApp/SMS Charge is excluded to Quotation, based on requirements.
- e) At the time of installation & implementation, Softcure's team provides general & technical training to staff to operate the modules available in the Softcure's suite.
- f) Softcure uses reasonable efforts to provide its software's and related products virus free. Softcure will not be responsible for prior pending or future loss of business or data; related actions; or down time due to viruses on Client's system malicious code.
- g) Softcure does not cover any data entry i.e. adding rates, Items, TPA List etc. All kinds of list should be in excel formats to upload directly in software database.
- h) Resetting software will be done once while going for live data entries.

16) Maintenance and Support Services

- a. Annual Contract for Maintenance and Support is managed by our backend team for the query/issues arises at client side, the solution may be online/offline depending on the decision of backend team or nature of the problem.
- b. First year AMC is the part of Implementation/Product cost.
- c. AMC cost may vary, based on modules chosen while implementation.
- d. The renewal of AMC is mandatory to continue the AMC / Support / Services.
- e. The cost of AMC will be increased after every three successive year since implementation @ + 10%.
- f. Damage of hardware does not include in maintenance.
- g. All our support only restricts to our software only.
- h. Integration with other vendor software will not be the part of maintenance.
- i. Additional training to new staff will not be the part of AMC. However, in exceptional requirements, our technical executive may visit the location physically if client pays the TA & DA.
- j. Additional module's development, Re-implementation, SMS Charge, will not be the part of AMC.
- k. The client shall inform the problem related to software maintenance via e-mail or by call to our customer support. The complexity of the problem would be fixed in minimum time under ASAP priority.
- l. Either party can terminate the AMC by giving one-month prior notice to the other party.
- m. If needed by the client then annual contract will be signed as per Softcure's AMC plan for the Maintenance and Support. The charges will be payable in advance on yearly in case of one-year plan. The contract cannot be renegotiated or cancelled before 1 year by either party.

Force Majeure

SOFTCURE TECHNOLOGY LLP shall not be liable for loss of data, delays or failures in performance resulting from causes beyond reasonable control, including, but not limited to, acts of God, labour disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communication or utility failures, or casualties.

IN WITNESS WHEREOF, the parties hereto have executed this Service Level Agreement as of the
Effective Date.....

SOFTCURE TECHNOLOGY LLP

[Health Facility]



Name: ABC HOSPITAL
Title: Manager / IT Head
Date: 01-01-2025

Name: ATUL KUMAR
Title: System Support Manager
Date: 01-01-2025

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