#### **GCloud**

## **MARIS Service Definition**

## **Service Definition**

Version: 1.7

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## 1 Terms of Reference

#### 1.1 About this Document

This Service Definition describes the Marine Administration and Registry Information System (MARIS) offered on a Software-as-a Service basis (the "Service") by Professional Data Management Services Limited (PDMS).

#### It describes:

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

## 1.2 Document Properties

Version	1.7
Date	16/05/2018
Classification	GCloud

## 1.3 Supporting Documents

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

No	Document	
1	MARIS Pricing Document.pdf	
2	PDMS SFIA Rate Card.pdf (for GCloud Customers)	
3	Customer Code of Conduct.pdf	
4	PDMS SaaS Standard Terms and Conditions.pdf	
5	PDMS Standard Terms and Conditions.pdf	
6	Data Protection Summary – Isle of Man.pdf	

## 1.4 Change History

Revision	Date	Summary of changes
1.0	20/09/2013	First version
1.1	31/03/2014	Minor updates
1.2	01/04/2014	Addition of additional services on G-Cloud
1.3	09/12/2014	Content streamlined and moved to new document template for GCloud6

Revision	Date	Summary of changes
1.4	22/09/2015	Updated for G-Cloud 7
1.5	31/05/2016	Updated for G-Cloud 8
1.6	31/03/2016	Updated for G-Cloud 9
1.7	16/05/2018	Updated for G-Cloud 10

# 2 Marine Administration and Registry Information System (MARIS)

## 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 Marine Administration and Registry Information System (MARIS) offered on a Software-as-a Service basis by PDMS Limited (see <a href="http://www.pdmsmaritime.com/maris">http://www.pdmsmaritime.com/maris</a>).

## 2.2 Summary Information

#### 2.2.1 Key Features

At the time of writing, the standard MARIS service includes the following key features:

- Registration: vessel registration workflow and information, mortgage management
- Survey: inspection scheduling and recording, deficiency reporting, certification, incident reporting
- Seafarer management: application management, certificate production
- Financial transactions: fee and invoices management, financial reporting
- Reporting: comprehensive standard reports on key statistics for internal/external reporting, management dashboards.
- Workflow: automatic notifications, task management and workflow, reminders, e-mails etc.
- Document Management: document workflow, audit, compliance, certifications, storage, remote access
- Print Management: print documents in multiple locations, print types
- Online Services: seafarer applications, access to vessel data, certificates and audit data.
- Digital certification: including digital signatures of documents, unique tracking references and QR Codes.

#### 2.2.2 Benefits for Customers

Some of the key benefits which MARIS provides to Customers:

Centralises all key registry data

- Improves customer service e.g. registration turnaround times
- Reduces data duplication and improves data accuracy
- Reduces certificate errors
- Improves overall productivity and reduces costs
- Faster and more accurate reporting for; IMO and STCW, for example
- Comprehensive auditing throughout
- System availability complete managed service, business continuity and disaster recovery
- Security of both front and back office

#### 2.2.3 Browser Compatibility

PDMS MARIS is compatible with the latest versions of the following Internet browsers:

- Microsoft Internet Explorer (IE9, IE10, IE11+)
- Microsoft Edge
- Google Chrome
- Apple Safari 9+
- Mozilla Firefox

PDMS will endeavor to ensure that MARIS 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 MARIS.

## 2.2.5 Service Availability

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

## 2.3 Functional Description

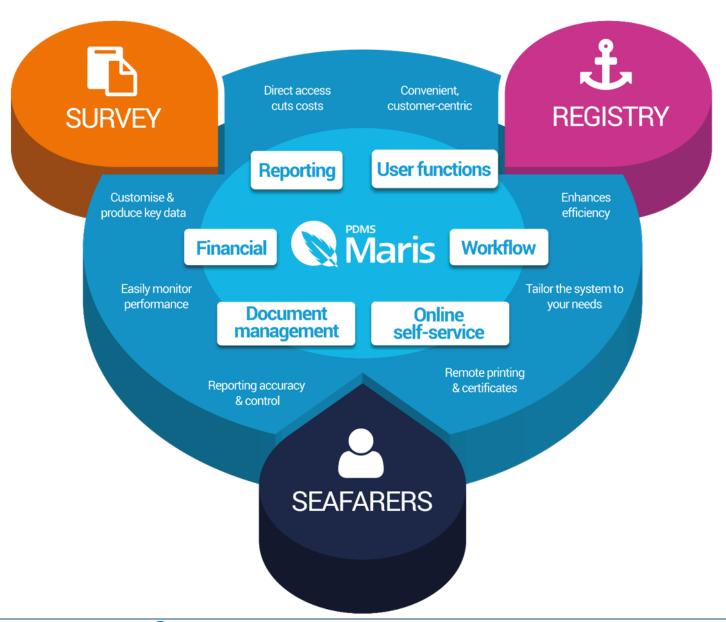
MARIS comprises three core functional areas as follows:

- 1. Registry covers all vessel registration processes
- 2. Survey covers recording of all survey data and performance monitoring
- 3. Seafarers covers all seafarer details and STCW certification

These core functional areas are also complimented by a set of other important features, including: online services, workflow and financial management.

Please see the MARIS overview diagram below.

#### **Overview schematic of MARIS**



#### 2.3.1 Core functions

#### 2.3.1.1 Registry

This is the hub of the system which allows you to quickly and easily add, update, search and view vessel information. MARIS stores a wide range of information on vessels including details of ownership and mortgage information. It also generates the certificates you need to register a vessel e.g.:

- Certificates of Registry (including Provisional Registry)
- Certificates of Deletion
- Memos of Particulars of Mortgages (for Registration/Transfer/Discharge)
- Transcripts of Register

In order to support the registry functionality we have incorporated a number of time saving and data quality features including:

- Search: A comprehensive search so that you can find the information you need
  instantly. Search using a wide range of criteria including vessel name, vessel type,
  manager name, IMO number etc. With a touch of a button you can export your
  search results to an Excel or Adobe PDF file for ease of printing.
- **Multiple Vessel Types:** The system can deal with any number of vessel types with configurable and flexible data fields for each type.
- Validation: We have built in validation so the system alerts you if you are trying to
  enter a duplicate record and it won't let you complete the registration process if
  there are details missing.
- Certificates: MARIS generates all of your certificates prior to registration. Every
  certificate produced is marked with a status so that you know if the certificate is
  current or not. If key data in a vessel record is changed then MARIS will
  automatically notify relevant users that a certificate(s) needs to be re-issued.
- History and Audit: You can view the full history of a vessel with complete auditing built-in so you can view all prior changes made to the vessel, who made them and when. You can also view the status of documentation / certificates and view past versions of them.

#### 2.3.1.2 Survey

MARIS deals with all aspects of the Survey process, ranging from survey planning and task management through to onsite attendance reports, certification, deficiencies, incident reports and reminders.

It allows you to record relevant vessel data, manage survey attendances and produce certification to support compliance with your statutory obligations to cover the following (correct as at time of publication):

- International Convention for Safety of Life at Sea 1974 (SOLAS)
- International Convention for the Prevention of Pollution from Ships 1973 (MARPOL)
- Maritime Labour Convention (MLC 2006)
- International Convention On the Control of Harmful Anti-Fouling Systems on Ships
- International Maritime Solid Bulk Cargoes Code 2008 (IMSBC)
- International Convention on Civil Liability for Bunker Oil Pollution Damage 2001
- International Convention on Civil Liability for Oil Pollution Damage 1992
- Nairobi International Convention on the Removal of Wrecks
- Large Yacht Code
- International Convention on Load Lines 1966
- International Convention on Tonnage Measurement of Ships 1969
- Flag Stage Inspections
- Incident reports
- Port inspection reports
- Survey status reports
- Dispensations/extensions/waivers

#### The survey component also features:

- Deficiency Scoring/Performance Monitoring: Each deficiency type can be allocated a score so that the overall performance of each vessel can be risk monitored. This is graphically represented to display trends in improving or falling standards.
- Lookup maintenance: Look after your own data including all key 'Lookups' and dropdown fields in the system and used throughout for data entry areas such as: Builders, Class Societies, Engine Makers, Insurer/Guarantors etc. This speeds up and drives up the quality of data entered and the quality of certificates for example.
- Audit: All Survey activities are recorded for full audit.
- Automatic reissue prompts: If a key field is changed for a vessel e.g. the vessel name, the system will prompt users to process any required certificate reissues.

The survey component includes an **optional offline module**. This allows surveyors to store a copy of vessel data to their local device. If there is no internet connection available when they are attending a vessel, they can record the data locally and then synchronise the local data with the main system when they have access to an internet connection. Further support and licensing costs apply for this option.

#### 2.3.1.3 Seafarers

The Seafarer module covers seafarer management, certification and record keeping. It provides:

Search: Powerful searching and filtering is available throughout MARIS. Searching
for each functional area is tailored to the subject data, for example, in the Seafarer's
area you can search / filter on: name(s), nationality, manager, passport no,
application reference etc. allowing you to locate a seafarer record easily and with
minimum clicks.

- Seafarer management: All required Seafarer data fields are catered for, including: Name(s), DoB, Gender, Nationality, Manager, Passport No, Medical etc. Passport photographs and signatures can also be stored against the Seafarer record.
- Seafarer applications: Includes STCW application management, covering CRAs and endorsement certificates.
- **Validation:** Checks take place throughout the application procedure to check that required data has been provided and is in the correct format. All aspects of the application process are audited.
- **Lookup maintenance:** Allows you to maintain key dropdown fields in the system such as Nationalities, Limitations, Withdrawal Reasons.
- Document management: The system allows evidence files to be uploaded and stored within the system ensuring that all of the key information is available in one place.
- Online verification: all seafarer certificates can be verified by 3rd parties as per STCW requirements without logging in to the system. A QR code is also provided on seafarer certificates to provide for faster checking.
- Online applications: allows managers or seafarers to enter data and manage applications themselves providing significant efficiency gains.

### 2.3.2 Supporting functions

#### 2.3.2.1 Financial

MARIS deals with all aspects of the financial processes for the Registry, ranging from setting fees to creation and management of invoices to financial reporting. These functions provide increased efficiencies and accuracy of financial management in general.

In addition to the financial module included within MARIS, the system can also be integrated with your own financial package(s) to reduce any rekeying into the system.

#### 2.3.2.2 Reporting

MARIS can quickly and easily produce a comprehensive set of reports giving you immediate access to accurate management information, vital for informed decision making. Key data required for external audits can be produced in a matter of minutes.

The extensive reporting functionality covers registry, survey, seafarers, task, financial and audit data.

The reports can be viewed on the screen and with a press of a button, exported to different formats including PDF and CSV file formats.

New reports can easily be added into the platform, as required, and MARIS can also be set up with SQL Server Reporting Services allowing further reporting flexibility to the Registry organisation.



Management dashboards are also included. These provide high level graphical presentation of registry data e.g. total vessel numbers, total number of seafarer applications, and include running trends.

#### 2.3.2.3 Workflow

MARIS has been designed to help your organisation work even more efficiently, allowing tasks to be allocated to a relevant individual.

Each user's tasks are displayed on their home page when they log on, providing them with a quick summary of outstanding work items e.g. overdue certificates or general inspections due to expire.

The tasks screen helps you view and search all tasks, whether open or closed and you can even produce a report to show how long a task takes to complete.

MARIS also incorporates a number of other reminders to help ensure that important processes are completed. For example, if a change is made in one area of the system the system will automatically remind the user e.g. if a new certificate needs to be issued.

#### 2.3.2.4 Document Management

MARIS stores all documents generated by the system or uploaded to the system within the database but it can also be configured to use alternative document storage systems e.g. SharePoint or PDMS' own document management solution Doxshare<sup>TM</sup>.

For audit purposes, documents aren't deleted from within the system. If a deletion is requested, the status of the document is changed to inactive so that particular document is no longer visible to users but remains in the database.

Key documents within MARIS have a status, for example 'Latest' so you know that you are viewing the most up to date record. If you issue new certificates for a vessel then older certificate versions are automatically marked as 'Superseded'.

#### 2.3.2.5 User Functions

Here are just a few of the features we've built into MARIS to make life easier for the people who are working with the system every day:

- **System Security:** The Registry has complete control over who can access information in MARIS. System Administrators can set up and manage user permissions and set which office they are at if you have multiple locations.
- Auditing: Full auditing is built in throughout the MARIS platform. Audit reports are available allowing permitted users to query when changes were made and by whom.
- **Help text**: MARIS includes a help function, including a help editor allowing you to update the help text with specific instructions.



 Lookups: Wherever possible system lookups have been setup so that your administrators can maintain the data within the systems themselves. New entries can be added quickly and easily.

- Printing: MARIS includes a printing module which enables documents to be printed at specific or multiple office locations. You can also set documents to print at a specific time, for example the end of the day.
- **Duplicate prevention**: The system is designed to help reduce duplicate data entry. For example, before adding a new seafarer, users are prompted to search for the seafarer before adding a new record.
- **Letters and e-mails**: The text in system generated letters and e-mail templates can be changed and updated by the system administrator.
- **Validation**: This ensures that data is entered into the fields in the correct format ensuring greater accuracy and consistency.
- **Signatures**: Electronic versions of ink signatures are stored in the system for inclusion on e-mails, letters and certificates.

#### 2.3.2.6 Online services

MARIS allows external users such as seafarers or managers to register for an account. Services available include company maintenance, seafarer maintenance and online applications and payments. These self-service features free up staff time by passing workload to the client.

#### 2.3.2.7 E-certification and validation

Certificates generated from MARIS include a unique reference code and a QR code, to enable efficient online verification. We also offer an optional service of digitally signed documents via our selected Adobe Approved Trust List provider, providing any end user, viewing PDFs (e.g. a Certificate) generated from MARIS, with the assurance that the certificate is authentic and has not been tampered with.

## 2.4 Information Assurance

MARIS is not currently undergoing Information Assurance accreditation.

## 2.5 Service Roadmap

The following enhancements are currently on the roadmap for MARIS.

- Enhancements to offline working
- Extended online services
- Extended seafarer services
- Interfaces to 3<sup>rd</sup> party data
- Additional certificates
- Enhanced reporting services

Priorities are driven by a number of factors including benefit delivered to a Registry, demand requirement for a Registry, level of investment required etc.



## 3 PDMS Software-as-a-Service

## 3.1 Glossary of Terms

**Customer** – The organisation that subscribes to use the MARIS 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/ContactUs) on the PDMS web-site;
- 2. Via e-mail to either:
  - a. <a href="mailto:saasenquiries@pdms.com">saasenquiries@pdms.com</a> for new Customers or for general enquiries from existing Customers;
  - b. <a href="mailto:saassupport@pdms.com">saassupport@pdms.com</a> 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 "MARIS Pricing Document.pdf" and "PDMS SFIA Rate Card.pdf" for pricing details.

#### 3.3.3 On-Boarding

Once your Subscription request to the MARIS 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:

## 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

GCloud

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 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 MARIS 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 scheme.

In the Isle of Man, the Data Protection Act 2002 makes provisions for the regulation of the processing of information relating to individuals. This act is based upon the UK's Data Protection Act 1998 and gives effect in the Island to Directive 95/46/EC of the European Parliament. 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 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 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 3.4.4 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 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 36.4 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 <a href="https://www.msn.com">www.msn.com</a> or <a href="https://www.msn.com">www.msn.com</a>

#### 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 Working Days (see Glossary), 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 MARIS.

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 provide:

- A standard extract of the MARIS 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 – e.g. Vessel and Owner data relationships.
- Bespoke data extract requirements can also be provided on request, but would form part of a service request.



#### 3.10.2 Documents stored

#### PDMS will provide:

- An extract of all the latest versions of the documents stored within MARIS e.g. certificates, CRA Letters etc.
- Where previous versions are required for reasons of compliance. e.g. CRA letters then these will also be provided.
- A document reference index will be provided to map the association of the document to its owning entity.
- Relevant document meta-data will also be provided
- Please note: If all previous versions of other documents are required then this will be by request and priced as a service.
- Extracts to specific format(s) and structures can also be provided as a service on request.

The cost of this is included in your Subscription to the Service except where extra services are required.

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 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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