Work Collaboration platform for everyone

Verto Service Definition

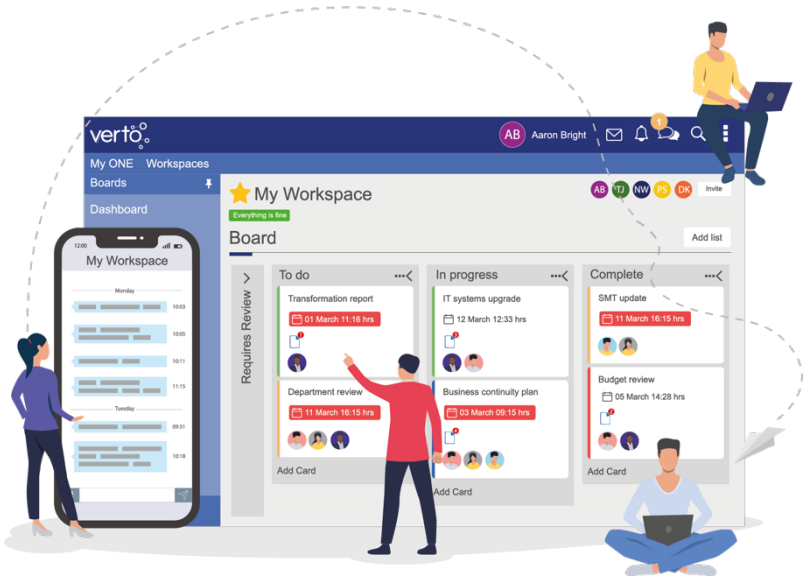
G-Cloud 12

Verto – functional overview

Verto is a cloud-based solution that provides a work collaboration platform for the entire organisation. It manages everything from simple day to day tasks through to major initiatives right across the organisation. It is entirely user configurable supporting multiple workflows and business processes and provides a central repository and single version of the truth for all project and work management requirements.

Key features include:

- Cloud based, accessible everywhere
- Companion App – Google and iOS
- Instant chat messaging
- Alerts and notifications
- Document management and sharing
- Integration with Slack
- Fully configurable Project and programme management functionality
- Compatible with finance and HR systems

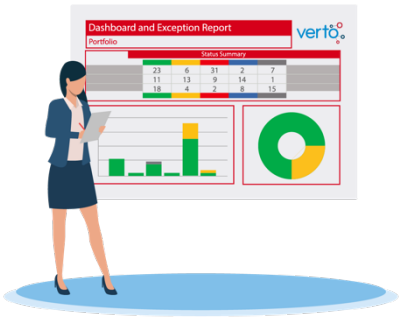


Dashboard Monitoring

The Verto dashboard provides a real-time, aggregated view of all critical project performance information. This includes risks, issues, tasks and milestones, costs and financial benefits. The dashboard can be filtered in various ways including the project stage, group and status. The dashboard can be customised, allowing for elements to be removed, added or amended to suit your needs.

Drill-down functionality is available within every aspect of the dashboard, to allow the user to filter at multiple levels.

Reporting



Verto boasts powerful reporting functionalities at multiple levels that allow for reports to be produced based on any and all information within the system. All reports can be exported in a number of different formats including Word, Excel, PDF, CSV, TIFF etc. All our reports are run in real-time, ensuring that only the latest information is presented.

Users can take advantage of our subscription service so that real-time reports received by users in their inbox, eliminating the need to access the system to run a report. We use 'tags and filters' to 'slice and dice' the data as much as required, to further enhance reporting capabilities.
We also produce specific data extracts for reporting tools such as PowerBI, Tableau and QlikView.

Workflow configuration

Verto has fully configurable workflow that allows workspaces and projects to move through a defined set of stages and approvals. The workflows can be set up in multiple ways by different teams and departments across the organisation according to project size and complexity. They can be customised to incorporate PMO or SMT sign off at any stage. All changes, requests and approvals are recorded providing a complete audit trail.

Risk Management

Verto provides comprehensive, configurable Risk and Issue Management functionality that can be held against both the Programme, Project or Workspace and aggregated up to Programme and Portfolio level. Owners can be assigned to individual risks and issues, along with proximity dates and mitigating actions (amongst many other field options). The fields contained both within these functions and others throughout the system can be configured so they perfectly match the registers currently used by the organisation and support governance.

RAID logs can easily be produced and reported at multiple levels, including workstream, project, programme and portfolio.

Planning / Gantt

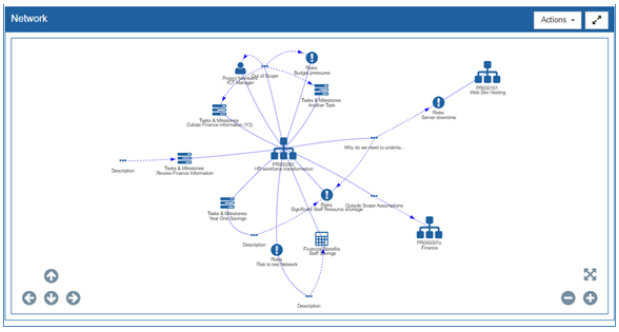
Project plans and schedules can be created simply and managed easily within the system using Verto's planning feature. Multiple views are available for users to customise how they view and update plans.

Verto has a Gantt feature embedded within the planning module that provides a visual assessment of project plans. The Gantt view is interactive, allowing for all elements of the planning module to be amended in this format. An 'offset dates' feature is available when an entire plan needs to be pushed back or brought forward as required. Users can import MS Project Plans into Verto allowing them to use their preferred tool whilst supporting team collaboration.

Dependency Management

Verto has a feature called 'VertoSense' which allows for dependencies to be identified against any two objects in the system.

This allows for comprehensive dependency networks to be produced from those connections made. For example, connections can be made between a project risk and a project milestone, to identify the dependency that risk may have on the associated milestone.



These dependencies can be selected within the system, which then brings up the fields linked with that dependency.
These fields can be amended and updated without having to enter that section, if the user has the correct permissions.

Benefit Realisation and Cost Management

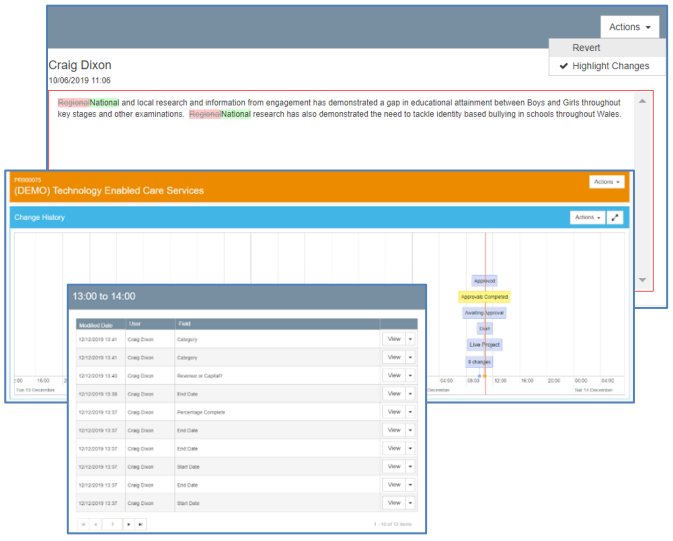
Verto records quantitative and qualitative benefits which are then tracked and reported against at multiple levels, via the dashboard as well as utilising our comprehensive reporting functions.

Verto provides full finance management capabilities, allowing users to track cost profiles over time, providing full transparency on project spend. Financial integrations with systems such as SAP, Oracle, Pegasus, Agresso, can be achieved to ensure Verto remains the central repository for analysis / reporting purposes.

Audit Trail

Verto has a comprehensive audit log that is automated against every field in the system. Every change is recorded and is easily viewable by the users.

Changes to fields are also supported by a 'track changes' feature so you can more easily see what's changed between versions.



Storage

Unlimited, cloud-based storage is available for each entity (e.g. project, programme, portfolio) to manage documents and each document store is independently secured, so that only users with the appropriate permissions have access to it. External links such as a SharePoint archive can also be inserted, if required.

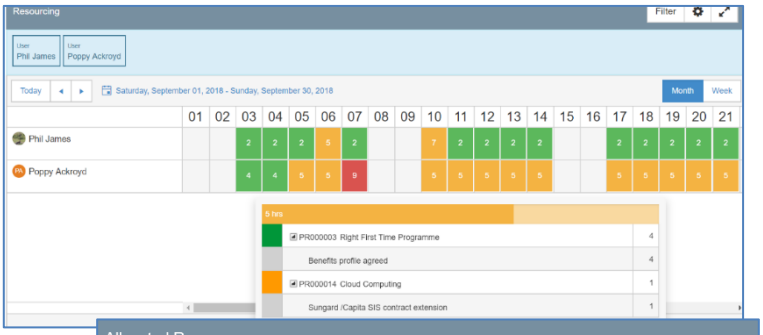
Custom Notifications

The system can provide user-defined automated risk alerts and notifications that appropriate to the level of involvement, including approvals, missed dates and other tasks and milestones.

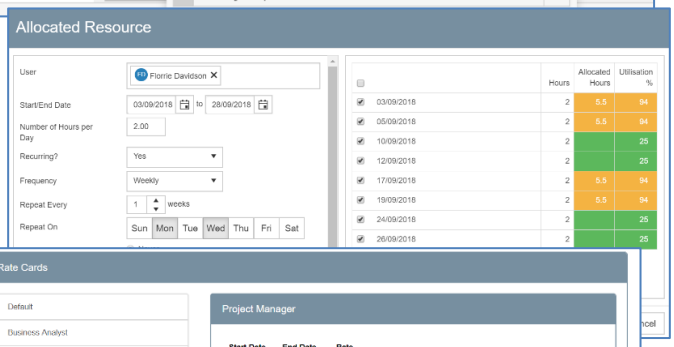
Users can be notified of any changes or updates to any field within the system, including risks. This applies to every field within a risk so nominated users are always notified immediately relevant changes are made by others. Common notifications are, but aren't limited to, a change to the 'proximity date' or 'current risk rating' of a risk.

Resource Management

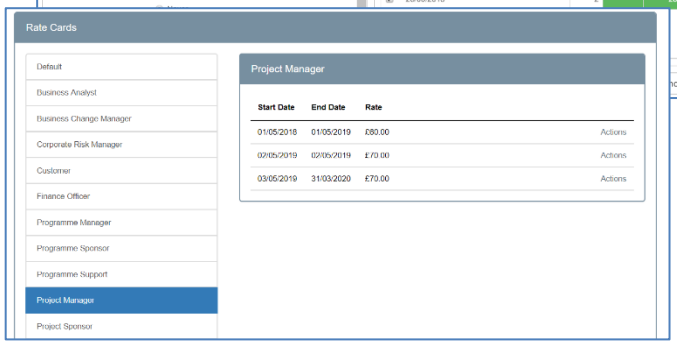
Scheduled and planned resources can be a monitored using the schedule view as well as the heatmap view of Verto's comprehensive Resource function. The schedule view provides details around the activities each resource is planned to be working on as well as showcasing the current utilisation percentage of the resource. This provides the ability to actively monitor resource allocation including the resource capacity on any given day.



The heatmap view provides the status on the capacity of the resource at a higher level, utilising statuses to identify any potential risks in terms of resource allocation. This view makes it extremely simple to quickly identify resources that are under or overallocated and support informed decision-making to resolve this.



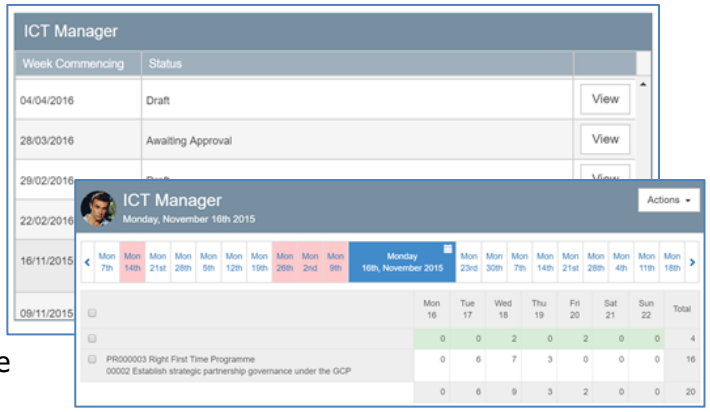
An illustration showing the allocation of a resource to a task. The actual utilisation of the resource against the forecasted time you have allocated will update in real-time, allowing you to review each allocation as you make it.



Rate cards can be assigned to resource roles and rates can be applied for a specific time period. The illustration opposite shows different rates assigned to the project manager for specific timescales.

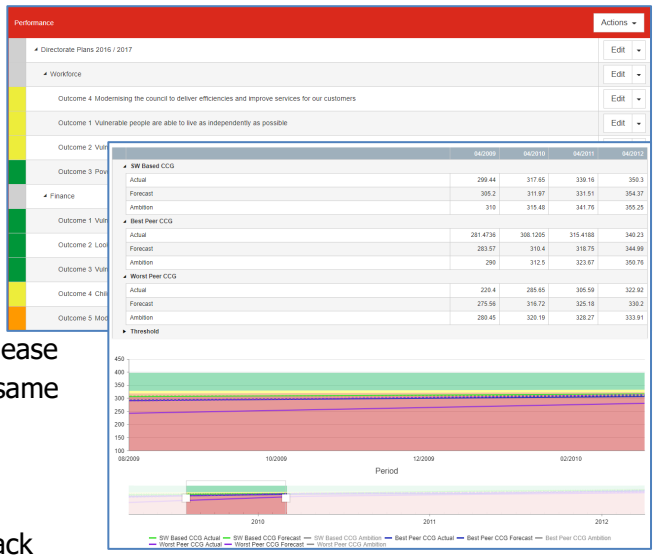
Timesheet Management

Users can complete timesheets within Verto to reflect the actual time spent on completing a task and there is logic built in to make this as quick as possible for the end user. The system knows which projects an individual user is assigned to and will only show the relevant tasks to ensure quick but accurate time recording.



The submissions will then go through an approval before the time is added to the project record.

Performance Management

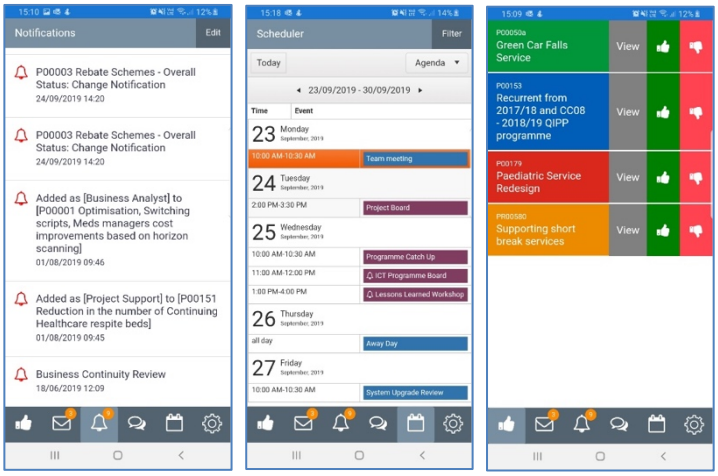


The Verto performance management module can be utilised to measure project performance and be reported against using our reporting feature. Pre-set thresholds can be assigned to a KPI that can then be used to measure performance of projects against a particular KPI. Both projects and non-project activities can be assigned to a KPI, to further support performance analysis against projects. Performance groups/objectives can easily be created to ease the management of multiple KPIs that form part of the same objective.

The ability to compare performance against other organisations or services is also available, so you can track your progress against others.

We have a performance management report that is part of our standard suite of reports, however custom reports / plans / graphs can be produced and tailored to suit each organisation's needs. Within the system, a quartile graph is included for each KPI however custom charts / graphs can be produced if required.

Mobile Companion App



Each licence user also has access to a mobile companion app 'Verto-Go' (iOS and Android) which may be used in addition to desktop functionality to manage approvals and receive notifications instantly, anywhere.

Users can blend the different ways in which reminders can be received, combining a mix of email and mobile reminders to ensure they can always be notified via the preferred route. As well as this, approvers can not only be notified when a project approval is required, they can also review and approve the document without ever having to log in to a PC.

Security / Access

Administrators have full controls to tailor each users access and involvements within the system. Roles can be assigned to users, to ensure they have access to the correct system elements.

Restrictions can be placed throughout the system, so users will only ever see what is relevant to them. For example, administrators can choose to restrict a user's access from a particular stage, or even to the reports section of the system if required. Verto can be accessed using browsers on mobile devices, however users can also download the Verto Companion app to manage approvals, review documentation and collaborate with team members.

Credentials

Verto's core team has successfully delivered many major business and digital change programmes in both the private and public sector over the last 20 years.

This has included implementing complex new structures in NHS organisations, major IT change programmes in central government, delivering benefits realisation and staff development and training projects in both commercial and public sector environments and delivering major capital and regeneration schemes.

Our company-wide experience of operational delivery combined with our deep knowledge of project management, stakeholder engagement and delivering successful transformation and change is demonstrated in our past projects.

Integrations

Verto can be integrated with any accessible system. Our integrations are typically tailored to suit the competing requirements of each client. We have integrated with numerous financial systems (SAP, Agresso, Oracle) as well as numerous identity providers (including active directory) and timesheet management systems.

Our Slack integration provides the following benefits:

- Link your Slack and Verto accounts together
- Manage your Verto approvals from Slack without needing to log in to Verto
- Add projects, tasks, risks and issues to Verto from Slack
- Link channels to Verto projects and retrieve and publish project information to the channel
- Receive notifications in Slack when there is activity relevant to you in Verto.
- Check on your Verto work assignments in Slack
- Go straight to an individual project in Verto from Slack
- Work in Slack, report through Verto

Timelines

Verto is a cloud-based SaaS system meaning there is no need for anything to be installed at the client site. The client organisation will have access to two Verto sites (Test and Live), both of which will be accessible from any device with an internet connection. A standard Verto installation is made up of the following stages:

1. Kick Off Meeting with client to agree implementation plan
2. Administration Training Part One (Build Process)
3. Verto Sites Created (Test and Live)
4. Design & Build Phase Commences
5. Initial UAT – trusted eyes
6. Administrator Training Part Two (System Maintenance)
7. Data Transfer (if applicable)
8. Final UAT
9. Administration Training Part Three (Reporting)
10. Go Live
11. End User Training
12. Rollout (Phased)

Cost and licencing model

Verto is an entirely cloud-based work collaboration platform available via user licences. The cost of user licences reduces as the total number increases. User licences are available either on a perpetual licence purchase or an annual licence basis. The licence purchase option provides the lowest cost of ownership for organisations using the service after 2 years. All user licences can be assigned and reassigned to individuals both inside and outside of the organisation as often as required.

Licence costs are calculated on the overall number of users based on the price bands shown within our current price list. Any number of users can be selected with the price calculated on a pro-rata basis to the nearest band. As organisations increase their user base the cost of user licences previously purchased or rented are deducted from the cost of new licences.

The Verto System

The Verto Hosted platform is located in UK data centres. The data centre is Tier 3+ and the provider holds ISO9001, ISO14001 and ISO27001 certifications. Full details of the hosting provider can be supplied on request. Limited API access is available for the uploading of financial (invoice) records from corporate finance systems.

Verto is an entirely Microsoft Windows based platform.

2. Information Assurance

Verto data is housed in a UK Tier 3+ datacentre. All data is encrypted in transit using a minimum of TLS1.2 over an HTTPS connection, the nature of the data held is almost universally IL1 and below. No personally identifiable data is held within the database.

3. Backup / Restore and Disaster Recovery

Details of the backup/restore processes can be found in Appendix E - Verto Technical Platform. TMI Systems have a disaster recovery plan that is available on request.

4. On-boarding and Off-boarding processes/scope etc.

4.1. On-boarding Process

The On-boarding Process follows the Verto Implementation Process, which consists of the following steps:

Initial Kick-Off Meeting

Configuration Overview

Provide Administrator Documentation

Provide User Guides

Agree Initial Gateway Structure

Agree Training Requirements

Create Verto Instances

Set up Live instance of Verto

Set up Test and training instance of Verto

Gateway Configuration (Test System)

Create Gateways

Create Gateway Controls

Populate Lookup Tables

Create Users and User Permissions

Add Test Data

Verto Test System – UAT

Establish and functionality requirements

Establish new field requirements

Agree new functionality

Agree new fields

Finalise Verto Test System

Implement requested functionality

Implement new fields

Sign-off Test system

Gateway Configuration (Live System)

Copy Test Gateway Controls to Live

Copy Lookup Tables

Copy Users and Permissions

Gateway Configuration (Training System)

Copy Test Gateway Controls to Training

Copy Lookup Tables

Copy Users and Permissions

Create Training Data

User Training

Train the trainer / End User Training

Go Live

4.2. Off-boarding Process

At the end of any agreement with a Customer, TMI Systems would return all data to the Customer in the form of a SQL Server 2008-2014 (or whatever the currently implemented version of SQL Server is) backup files (Live and Test). These databases would then be deleted from our production systems. Backups of the Customer's databases would be stopped on the date of termination; however, our backup retention policy of 3 months means that the Customer's data would not be fully eradicated from our backup servers until 3 months had elapsed. This backup will be compressed and made available on our sftp servers for download within 48 hours of contract termination.

We would suggest a provision is made for at least 1-2 service days to cover the following activities:

1. Raise change requests to remove instance
2. Remove Test and Live sites, including configurations from Production Servers
3. Take final backup of Live database.
4. Take final backup of audit database.
5. Remove Test database from production servers
6. Remove Production database from production servers
7. Remove Production mirror form reporting database servers
8. Remove Reporting configuration and reports
9. Remove databases from backup schedules
10. Remove nearline backup schedule
11. Compress and copy production backup to SFTP server
12. Create SFTP user for client (limit access to single folder contain gin backup)
13. Inform Client of SFTP username/password
14. Once download has completed remove backup and store in archive area for 30 days
15. 30 days later – remove archive backup

5. Pricing

5.1. Unit based pricing model

Verto is a hosted service (SaaS) Please see the enclosed price lists for further information. (Appendix A - Price List)

5.2. Aggregated billing options

The user level price model is flexible allowing organisations to use the service as required for example, in specific departments or with partner agencies.

5.3. Minimum Contract/Billing Period

The minimum contract period is a 1 year. Monthly rental options are available for groups of 20 or more users.

5.4. Free option

A free trial service is available following registration for a system demonstration.

5.5. Trial Option

A pilot option is available to clients who wish to evaluate the service for up to 20 users for 30 days.

5.6. Termination costs

There are no termination costs for Verto

5.7. Supplier contract terms jurisdiction

Our standard terms and conditions are enclosed together with a service level agreement. The system can be accessed by any nominated user on behalf of the purchasing organisation within the UK. (Appendix B – TMI Systems Contract and Appendix C – TMI Systems SLA)

5.8. Payment Options

Our standard payment terms are 30 days. A monthly rental option is also available for user groups of 20 or more with a 1-year commitment.

6. Service management details

6.1. Technical boundaries/interfaces of the service.

All technical interfaces are fully documented and available on request.

6.2. Services available to other suppliers.

No services are available to other suppliers.

6.3. On-boarding process.

Please see section 4.1.

6.4. Off-boarding process.

Please see section 4.2.

6.5. Data extraction/removal criteria.

TMI will provide a copy of a customer's database within 24 hours on request. TMI will remove any data from the customer database upon receipt of an official request to do so. Please see section 4.2 (off-boarding) for details on removal of data at the end of contract.

6.6. Data processing and storage locations.

All customer data is stored and processed in the AWS Datacentre in London, UK and is encrypted both in transit and at rest.

6.7. Data location option can be defined by user.

There is no option for the data location to be defined by the user – All data is held in a UK datacentre, see 6.6, 6.9 & 6.10

6.8. Data held in Safe Harbour.

Not Applicable

6.9. Data centre(s) used adhere to best practices described by the EU Code of Conduct for Data Centre Operations

The Data Centre is designed and built to meet rigorous compliance standards including: ISO 27001, ISO 9001, ISO 27017, ISO 27018, SOC 1, SOC 2, SOC3, PCI DSS Level 1.

6.10. Data centre tier.

The Data Centre is Tier 3+

6.11. Support boundaries/interfaces of the service.

Support is via a dedicated helpdesk, details can be found in Section 8.

6.12. Service roadmap.

The roadmap for the service can be provided on request and is updated on a quarterly basis.

6.13. Performance attributes.

Please see Section 8.

6.14. Backup & Disaster Recovery.

Please see Section 3.

6.15. Support service provided.

Please see Section 8.

6.16. 'Real time' management information.

Verto provides real-time reporting across all data held within the database.

6.17. Reports include each billed unit.

Reports are tailored to the requirements of the end user and so may or may not include each billed unit, depending on user requirements.

6.18. Self service provisioning/de-provisioning.

Administration users can modify the way in which data is presented to users and so can provision new functions within the application. TMI must be used to provision new instances of the application or new gateway stages. See section 7.2 for further details on user customisations.

6.19. Indicative time for provisioning/de-provisioning.

24 hours.

6.20. 3rd party service monitoring tool access.

Many of our customers point their monitoring tools at the Verto landing page since it is cloud based. This allows them to verify that the service is up.

6.21. Service Desk can be used by 3rd party suppliers for their services.

No Service Desk provision is available for 3rd party suppliers.

7. Service constraints

7.1. Maintenance Windows

Planned maintenance and upgrades are performed out of hours (18:00 – 08:00) or at weekends.

Any planned maintenance which must be completed during normal working hours will be notified to the customer at least 48 hours in advance.

7.2. Level of Customisation Permitted

The Verto application allows the Customer's Verto Administrators to customise the following elements:

- Number and Names of Gateways
- Gateway Navigation Items
- Navigation Item Fields
- Navigation Item Field Names
- Fields – Mandatory and / or Read Only
- Lookup Tables
- Tags
- User Permissions

The initial customisation is performed during the implementation stage by TMI working with the customer. Verto Administrator training covers all aspects of customisation allowing the administrator to make their own changes if required.

7.3. Schedule for deprecation of functionality/features

Each new release of Verto is supplied with a comprehensive list of functions that have been added/removed. Where it is the intention of TMI to deprecate a feature, the notification for this is published along with the release notes. Users have a minimum of 6 months to migrate data away from deprecated features.

8. Service Levels

8.1. Service Availability

Web Applications hosted by TMI Systems Ltd have a guaranteed uptime of 99% 24 x 7 x 365. The service availability of the Data Centre used by TMI Systems is 99.99% 24 x 7 x 365.

8.2. Support Hours

Help Desk – 9:00 a.m. – 5:30 p.m. Monday – Friday

Faults can be reported via email or phone. Any calls or emails that cannot be immediately resolved are logged on the TMI bug and issue tracker which allocates a unique reference and records the customer and individual raising the fault in addition to the description of the fault, etc.

Faults are given the highest priority and are aimed to be fixed within 60 minutes where possible.

This support is in place for as long as the customer has annual maintenance cover.

Requests for bug fixes, routine maintenance upgrades, 'legislative' upgrades, enhancements, release of new functionality are logged on the TMI bug and issue tracker which allocates a unique reference and can be made by phone or email.

Bug fixes, routine maintenance upgrades, and 'legislative' upgrades are released on a periodic basis and are all covered by the annual maintenance agreement.

Enhancements are collated and reviewed and if a request for functionality is unique to a customer, a quote for the work will be supplied. Where requests for enhancements are considered to be beneficial for other customers, these are added to the TMI log and scheduled for development. No charge is associated for these enhancements.

9. Financial recompense model for not meeting service levels

Our standard terms and conditions and service level agreement are enclosed. No formal compensation model exists in the event of service levels not being met. Any compensation would be agreed with the client on a case by case basis.

10. Training

The approach to training is driven purely by the customer's requirements.

The preferred approach is "Train the Trainer" but End User training can be delivered and both can be presentation style or hands on.

The training is tailored to the audience, e.g. Verto Administrators, Project Managers, etc.

Training materials are available and help and advice can be given to any Guidance Notes that the customer may wish to produce. These documents can be stored in the generic Verto folder for easy access.

Within Verto, FAQs are available and Generic Labels and Headers allow "in-screen" help to be added either at screen level or at individual field level.

It is possible for users to place any number of "tips" on every form within Verto. During initial setup users typically put "tips" to assist users in completing forms. Over time, the need for these tips reduces and administrators can then remove them from the system.

Standard documentation is available which is updated for any upgrades and stored in a Verto Administrator's folder where it can be downloaded and circulated.

In addition, a monthly update report is sent to Verto Administrators informing them of new upgrades.

11. Ordering and invoicing process

The Verto service is normally supplied on receipt of a Purchase Order or emailed order confirmation. Payment terms are 30 days following invoice.

12. Termination terms

The Verto service can be terminated at any time by the client. No specific notice period is required; terms and conditions and service level agreement are enclosed (Appendix B – TMI Systems Contract and Appendix C – TMI Systems SLA).

12.1. By consumers (i.e. consumption)

Should the service be terminated by either party, all client data will be returned directly.

Please also see section 4.2

12.2. By the Supplier (removal of the G-Cloud Service)

Should the service be terminated by either party, all client data will be returned directly

Please also see section 4.2

13. Data restoration / service migration

Wholesale restoration of a customer database has a target SLA of 4 hours, please see Appendix E - Verto Technical Platform. Where users request the restoration of individual data elements, the full audit capabilities of the application allow users to restore project data to any previous save point.

Where users are seeking to migrate away from the Verto service, the off-boarding process is followed see section 4.2 above.

14. Consumer responsibilities

Consumers should follow standard guidelines for Password Security and follow Data Protection guidelines.

15. Technical requirements

Please request Appendix D - Verto Technical Platform.

16. Details of any trial service available.

A 30-day free trial service is available via the website following registration for an online demonstration

17. Specialist Cloud Services.

TMI Systems offer Verto software which is a hosted service (SaaS) and which can be used to manage work collaboration and project management across the organisation.

TMI Systems are also able to offer the following support services:

- Design Authority
- Project / Programme Management
- Business Analysis
- Design and Development
- Testing
- Project Specification and Selection
- Service Integration
- Deployment
- Transition Management (including rapid inter cloud service data/service migration)
- Service Management
- User Management
- Training
- Editorial

Appendix A – Price Lists.

VertoOne

UK Public Sector
June 2020

Crown Commercial Service Supplier

VertoOne Annual Licences: User group price bands	Annual Licence Cost (+vat)	Details
VertoOne Band 0 20 users minimum	£2,160	Work collaboration hosted service for up to 20 users 1-year agreement *(equivalent to £9 per user per month)* email system support
VertoOne Band 1 50 users minimum	£4,800	Work collaboration hosted service for up to 50 users 1-year agreement *(equivalent to £8 per user per month)* email system support
VertoOne Band 2 100 users minimum	£7,200	Work collaboration hosted service for up to 100 users 1-year agreement *(equivalent to £6 per user per month)* email system support
VertoOne Band 3 250 users minimum	£15,000	Work collaboration hosted service for up to 250 users 1-year agreement *(equivalent to £5 per user per month)* email system support System administrator support
VertoOne **Enterprise** 750 users min.	£40,000	Work collaboration hosted service for up to 750 users 1-year agreement *(equivalent to £4.44 per user per month)* email system support System administrator support

Other services	Costs	Details
System development	£850 per day	Daily rate for custom development
Installation and set-up (minimum 1 day) **Configuration**	£850 per day	System installation and set-up Verto data centre System configuration, projects and users
System Administrator Training Package	£2,550	Module 1: Configuration Module 2: System Maintenance Module 3: Report Design
Other training options: Train the trainer End user training Bespoke training packages	£850 per day	Daily rates
Report writing **Data migration**	£395 per day £850 per day	Daily rates

All prices exclude VAT

Please note:
Different user numbers may be selected between bands.
Costs will be calculated on a pro-rata basis
Licences may be allocated and re-allocated to users by system administrators

Tel. 0118 334 6200 **www.vertocloud.com** **enquiries@vertocloud.com**

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VertoPlus

UK Public Sector
June 2020

Crown Commercial Service Supplier

Verto^{Plus} Annual Licences: User group price bands		Annual Licence Cost	Details
Verto^{Plus} - Band 0	20 users min.	£4,950	Full PPM & PMO hosted service for up to 20 users, 1 year Help desk for system administrator System support and upgrades
Verto^{Plus} - Band 1	50 users min.	£12,000	Full PPM & PMO hosted service for up to 50 users, 1 year Help desk for system administrator System support and upgrades
Verto^{Plus} - Band 2	100 users min.	£18,000	Full PPM & PMO hosted service for up to 100 users, 1 year Help desk for system administrators System support and upgrades
Verto^{Plus} - Band 3	250 users min.	£35,000	Full PPM & PMO hosted service for up to 250 users. 1 year Help desk for system administrators System support and upgrades
View Only users		50% of full licence	View only with full access to reports and project information

Other services	Costs	Details
System development	£850 per day	Daily rate for custom development
Installation and set-up (minimum 1 day) Configuration	£850 per day	System installation and set-up Verto data centre System configuration, projects and users
System Administrator Training Package	£2,550	Module 1: Configuration Module 2: System Maintenance Module 3: Report Design
Other training options: Train the trainer End user training Bespoke training packages	£850 per day	Daily rates
Report writing Data migration	£395 per day £850 per day	Daily rates.

All prices exclude VAT

Please note:
Different user numbers may be selected between bands.
Costs will be calculated on a pro-rata basis
Licences may be allocated and re-allocated to users by system administrators

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UK Public Sector
June 2020

Crown Commercial Service Supplier

Verto^{Pro} Annual Licence Rental: User group price bands	Annual Rental Cost	Details
Verto^{Pro} - Band 0 20 users min.	£6,000	Full PPM & PMO hosted service for up to 20 users, 1 year Help desk for 1 system administrator System support and upgrades
Verto^{Pro} - Band 1 50 users min.	£15,000	Full PPM & PMO hosted service for up to 50 users, 1 year Help desk for 1 system administrator System support and upgrades
Verto^{Pro} - Band 2 100 users min	£30,000	Full PPM & PMO hosted service for up to 100 users, 1 year Help desk for 2 system administrators System support and upgrades
Verto^{Pro} - Band 3 250 users min.	£60,000	Full PPM & PMO hosted service for up to 250 users, 1 year Help desk for 3 system administrators System support and upgrades
Verto - Enterprise 750 users min.	POA	Full PPM & PMO hosted service for up to 750 users, 1 year Help desk for 3 system administrators System support and upgrades
View Only users	50% of full licence	View only with full access to reports and project information
Timesheet Only users	Free of charge	Timesheet completion and submission

Other services	Costs	Details
System development	£850 per day	Daily rate for custom development
Installation and set-up (minimum 2 days)	£850 per day	System installation and set-up Verto data centre
Configuration		System configuration, projects and users
System Administrator Training Package	£2,550	Module 1: Configuration Module 2: System Maintenance Module 3: Report Design
Other training options: Train the trainer; end user and bespoke	£850 per day	Daily rate
Report writing	£395 per day	Daily rate.
Data migration	£850 per day	

* Different user numbers may be selected between bands. Costs will be calculated on a pro-rata basis
Licences may be allocated and re-allocated to users by system administrators
Installation and set-up minimum 2 days; configuration and training typically 5-8 days

All prices exclude VAT

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Verto^{Pro} Perpetual Licences* User group bands – one-time charge	Licence Cost	Annual Maintenance	Details
Verto^{Pro} - Band 0 20 users min.	£8,000	£2,000	Full PPM & PMO Perpetual system licences Help desk for 1 system administrator System support and upgrades
Verto^{Pro} - Band 1 50 users min.	£18,000	£4,500	Full PPM & PMO Perpetual system licences Help desk for 1 system administrator System support and upgrades
Verto^{Pro} - Band 2 100 users min.	£35,000	£8,750	Full PPM & PMO Perpetual system licences Help desk for 2 system administrators System support and upgrades
Verto^{Pro} - Band 3 250 users min.	£80,000	£20,000	Full PPM & PMO Perpetual system licences Help desk for 3 system administrators System support and upgrades
Verto - Enterprise 750 users min.	POA		Full PPM & PMO Perpetual system licences Help desk for 3 system administrators System support and upgrades
View Only users Timesheet Only users	50% of full licence 20% of full licence	n/a	View only with full access to reports and project information Timesheet completion and submission

Services		Costs		Details
Verto hosting	Band 0 Band 1 Bands 2&3	£750 pa £1,500 pa £2,500 pa		TMI System hosting Secure web access Data backup
System development		£850 per day		Daily rate for custom development
Installation and set-up (minimum 2 days) Configuration		£850 per day		System configuration and setup System installation at Verto data centre Standard report configuration and setup
Administrator Training Package		£2,550		Module 1: Configuration Module 2: System Maintenance Module 3: Report Design
Other training options: Train the trainer; end user; bespoke		£850 per day		Daily rates
Report writing Data transfer services		£395 per day £850 per day		Daily rates.

* Different user numbers may be selected between bands. Costs will be calculated on a pro-rata basis
Licences may be allocated and re-allocated to users by system administrators
Installation and set-up minimum 2 days; configuration and training typically 5-6 days

All prices exclude VAT

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Appendix B – TMI Systems Contract.

AGREEMENT FOR THE SUPPLY OF SOFTWARE SOLUTIONS

Terms and Conditions for the supply of software to clients ("conditions")

1) Definitions

1.1 "Project Specification" means a brief description of the work undertaken by TMI Systems Ltd and if the project will include milestones and payment upon completion of such milestones.

1.2 "Business Day" means any day which is not a Saturday, a Sunday or a public Holiday in England and Wales.

1.3 "TMI Systems" represents a partnership of fully qualified and diligent Information technology consultants.

1.4 "Client" means the person, firm, unincorporated association or corporate body to whom TMI Systems shall provide the specified software to.

1.5 "TMI Systems fees" means the sum payable to TMI Systems by the client for the agreed work in accordance with the applicable rates set out in the specification sheet, plus VAT where applicable.

1.6 "Contract" means the agreement relating to the provisions provided by TMI Systems to carry out the specified work to the named client.

2) Contract

2.1 This contract governs the agreement between TMI Systems Ltd and the named client (overleaf) hereby TMI Systems provides the client with the Specified software and or technological solutions.

2.2 No variation of or alteration to this contract shall be valid unless approved by a partner of TMI Systems in writing.

2.3 Unless otherwise agreed in writing by a partner of TMI Systems, this contract shall prevail over any terms of business or purchase conditions proffered by the client.

3) Fees and Payment

3.1 TMI Systems' fees are 100% to be paid on commencement of this agreement as signed for by both parties unless milestone payments have been specified and agreed to.

3.2 TMI Systems shall render invoices in accordance with the provisions of Clause 3.1

4) Confidentiality

4.1 In order to protect the confidentiality and trade secrets of TMI Systems and without prejudice to any other duty to keep secret information given to or gained by the client in confidence the client agrees –

(a) Not at any time, whether during the said agreed work (unless expressly authorised by TMI Systems in writing or as otherwise required by law) to disclose to any other person or to make use of trade secrets or confidential information of TMI Systems or its associated companies other than in relation to any information which is deemed confidential or a trade secret and is already known to the client prior to the commencement of the said agreed work or which is already in the public domain;

4.2 In order to protect the confidentiality and trade secrets of the client and without prejudice to any other duty to keep secret information given to or gained by any TMI Systems consultant gained in confidence, TMI Systems shall procure that it's consultants shall agree:

(a) Not at any time, whether during or after the said agreed work (unless expressly authorised by the client in writing or as otherwise required by law) to disclose to any person or to make use of the trade secrets or confidential information of the client or its associated companies other than in relation to any information which is deemed confidential or a trade secret and is already known to TMI Systems or a consultant prior to commencement of the said agreed work or which is already in the public domain.

5) Copyright & Conditions of data

5.1 All Intellectual property rights in the data contained in the service ('the data'), the software ('the software') and in any documentation accompanying the service ('the documentation') are owned by TMI Systems or its suppliers and is protected by copyright as in Copyright, designs and patents Act 1988. The "client" shall retain ownership at all times of data entered into and transferred into the "software".

5.2 All Intellectual property may only be accessed or distributed by the users specifically and expressly agreed by TMI Systems

5.3 TMI Systems reserve the right to retain all intellectual property rights as herein stated copyright of all software (including any images, "applets", photographs, animations, video, audio and text incorporated into the SOFTWARE) and database rights.

5.4 The client or any other persons may not rent, lease, transfer or distribute the SOFTWARE without expressed authorisation from TMI Systems.

5.5 TMI Systems are not responsible for the availability of access to our products and you are expected to ensure that your hardware and software if applicable are capable of effectively accessing the product and or services TMI Systems has provided. You are also advised to use appropriate anti-virus software where applicable before and during access to products and services.

5.6 In the unlikely event of insolvency as defined in *Insolvency Act 1986 as amended 1994* TMI Systems will transfer the intellectual property rights of the agreed specified SOFTWARE or database rights to the client.

5.7 The client, its employees, agents or any of their associates must take appropriate technical and organisational measures to protect the data against accidental or unlawful destruction and accidental loss and against unauthorised alteration or disclosure, or any other unauthorised form of processing.

5.8 TMI Systems are not liable whatsoever legally or otherwise for any consequential liability caused by use, misuse, loss, or theft within the system whether caused accidentally, unlawfully or negligently by the Client, its employees, agents or any of their associates.

5.9 The Client must provide a suitable level of security with respect to integrity, the nature of the data and the potential risks involved.

6) Liability

6.1 The following provisions set out the entire financial liability of TMI Systems (including liability for the acts or omissions of its consultants, or such other employees or agents) to the client in respect of any breach of these conditions and any representation, statement or tortious act or omission including negligence arising under or in connection with the contract or any work pursuant to the contract.

6.2 TMI Systems total aggregate liability in contract, tort (including negligence or breach of statutory duty) misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this contract shall be limited to the total fees paid by the client to TMI Systems in respect of the work outlined in the project specification *only*; and

(a) TMI Systems shall not be liable to the client for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the contract or any work pursuant to the contract.

6.3 The client hereby acknowledges and agrees that the limitation of liability set out herein in this clause 6 are reasonable and fair for a contract of this nature between the parties.

7) Restriction

7.1 This contract is personal to the client who may not assign it or any rights herein, or delegate or sub-contract the performance of any of its obligations hereunder, except as provided herein with TMI Systems's written permission.

7.2 This contract and the other documents referred to herein constitute the entire agreement between the parties relating to the transactions contemplated by this contract and supersede and extinguish all previous agreements, arrangements and undertakings between the parties in respect of the subject matter hereof.

7.3 The contract may be executed in either one or two counterparts, all of which taken together shall constitute one and the same instrument. The execution by a party of one or more counterparts shall constitute execution by that party of this contract for all purposes.

8) Force Majeure

8.1 If any party is totally or partially prevented or delayed in the performance of any of its obligations under the pursuant to this Agreement by force majeure and gives written notice thereof to the other party specifying the matters constituting force majeure and the period for which it is estimated that such prevention or delay will continue, together with such evidence as it is reasonably can give, the party so prevented or delayed shall allow a fair and reasonable extension for completion of this Agreement upon the happenings of any such event causing delay, if any circumstance arises which renders it impossible or illegal for either party to fulfil his contractual obligations, or if there is an outbreak of war then this agreement will be duly terminated.

8.2 In this agreement "Force majeure" shall mean any cause preventing either party from performing any or all of its obligations which arises from a or is attributable acts, events, omissions or accidents beyond the reasonable control of the party so prevented including without limitation strikes, lock-outs or other industrial disputes, act of God, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, breakdown of plant or machinery, telecommunications or utilities failure, fire or flood.

9) General Provisions

9.1 No waiver by either party of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same or any other term or condition.

9.2 If any provision of the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this contract and the remainder of the provisions in question shall not be affected thereby.

10) Law

10.1 This contract shall be governed by English Law and the parties submit to the exclusive jurisdiction of the English courts.

Appendix C – TMI Systems SLA.

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Service Level Agreement

Software Service Level Agreement

"Initial Maintenance Period" means a fixed period of 12 months commencing on the date of delivery of the Software to the Customer;

"Extended Maintenance Period" means a rolling period of 12 months commencing on the day following the expiry of the Initial Maintenance Period ("the Commencement Date") and thereafter on the relevant anniversary of the Commencement Date;

"Maintenance Period" means the Extended Maintenance Period or the Initial Maintenance Period.

1.1 Subject to these terms and conditions and in consideration of the Agreement to supply software solutions by TMI Systems Ltd.
1.2 Subject to clauses 1.3 and 1.4, TMI Systems Ltd. shall provide and the Customer shall be obliged to pay the Maintenance Charge (as defined in Agreement to supply software solutions) and shall receive the Maintenance Services during the Extended Maintenance Period until the Customer gives notice to TMI Systems Ltd. as provided for in clause 1.4, subject always to the provisions for earlier termination provided in these terms and conditions.

1.3 Notwithstanding clause 1.2, TMI Systems Ltd. may elect not to provide the Maintenance Services during any Extended Maintenance Period by giving notice to the Customer not later than 30 days prior to the expiry of the previous Maintenance period.
1.4 The Customer may elect not to receive the Maintenance Services during any Extended Maintenance Period by giving notice to TMI Systems Ltd. not later than 30 days prior to the expiry of the previous maintenance period
1.5 For the avoidance of doubt, if the Customer does not give notice to TMI Systems Ltd. as provided for in clause 1.4 the Customer shall be invoiced for the provision of the Maintenance Services during the next Extended Maintenance Period in accordance with clause 1.8
1.6 The minimum cost per annum for the Maintenance Services during each Extended Maintenance Period ("the Maintenance Charge") shall be stated on the Agreement for the supply of software solutions. TMI Systems Ltd.shall in its discretion be entitled to increase the Maintenance Charge annually and the Maintenance Charge payable shall be the amount stipulated on the invoice issued in accordance with clause 1.8.

1.7 If TMI Systems Ltd wishes to increase the Maintenance Charge by more than 5%, it shall notify the Customer of its intention to make such a change not less than 30 days prior to the expiry of the preceding Extended Maintenance Period.

1.8 Unless notice is given by the Customer in accordance with clause 1.4 an invoice in respect of the Maintenance Charge will be issued in the month prior to the expiry of the Initial Maintenance Period or the preceding Extended Maintenance Period as appropriate. Payment of the Maintenance Charge shall be made to TMI Systems Ltd. without set off or counterclaim within 28 days of the date of the invoice.

Annual Support and Maintenance

Help Desk – 9:00 a.m. – 5:30 p.m. Monday – Friday
Faults/Issues can be reported via email or phone. Any calls or emails that cannot be immediately resolved are logged on the TMI bug and issue tracker which allocates a unique reference and records the customer and individual raising the fault in addition to the description of the fault, etc.

Faults (System Unavailable) are given the highest priority and are aimed to be fixed within 60 minutes where possible. The following table further outlines response times:

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Service Level Agreement

Priority	Description / Nature	Initial Response	Target Resolution
P1	System Unavailable or >75% of users unable to access.	15 minutes	1 Hour
P2	Significant fault. Multiple users affected. System available but degraded.	15 minutes	4 Hours
P3	Minor fault, e.g. display issues.	20 minutes	2 Days
P4	Enhancement. Request for new functionality	1 Hour	N/A

Upgrades
Product upgrades will be available when new functionality is added to the software or new statutory requirements have been issued. These updates will be part of a controlled release procedure determined by TMI Systems and are covered by the annual support and maintenance fee

Where a request for enhanced or new functionality has been requested by a customer, TMI Systems Ltd. will endeavour to add this functionality to the standard product where appropriate.

The upgrades / enhancements will be distributed to all customers on our hosted platform at the same time and will not require end user intervention. Wherever possible, changes to the production platform are notified 7 days in advance. Sometimes for operational reasons (such as security patches, or system faults) it is necessary to change the production platform without notice – in this case users are notified retrospectively.

Change Control Process
In order to ensure that the TMI Systems Ltd. applications function as described, a Change Control process operates.

A customer should contact TMI Systems Ltd with a request for a change to the existing functionality. The change could fall into one of three categories:

Bug
Enhancement
New Functionality

As much detail as possible to support the request should be provided and any screen shots, etc, emailed to TMI Systems Ltd.

On receipt, the request will be added to the TMI Systems Ltd. request list and a reference number will be allocated. All requests will be analysed to access any impact on the existing application.

An analysis of the request will be undertaken and, where a charge may be made for new functionality, this will be discussed with the customer prior to any work commencing. If the request is chargeable, on receipt of written approval, work will commence and the enhancement will be released in line with TMI Systems Ltd. procedures.

Any bugs reported will follow the same procedure as above, but will be treated as the highest priority and fixed at zero cost.

Data and Backups
All customer data is stored within the EU and has a nightly backup cycle of 90 days. It is therefore possible for a customer to recover their data to the close of business on any day in the past 90 days.

Service Availability
Software as a Service Applications hosted by TMI Systems Ltd will have an uptime of 99.999% during core business hours (0900-1730 Mon-Fri). Outside of core business hours this service level drops to 99.8% to allow downtime for system upgrades. The service availability of the Data Centre used by TMI Systems is 99.999% 24 x 7 x 365.

Appendix D – Verto Technical Platform. Available on request.