1. Definitions

1.1 In this document:

(a) "Hydro-Logic" or "HL" means Hydro-Logic Ltd and all its business streams and divisions, including the trading name "Isodaq Technology"

(b) "the Service Levels" shall mean these Service Levels, and any variations thereof made in accordance with Clause 3 hereof, instanced upon acceptance of an order

(c) "the Terms and Conditions" shall mean the current Hydro-Logic Terms and Conditions, available separately.

(d) "TimeView" means the web provision of data and/or alarms by HL under such names as TimeView, TimeView Telemetry, and TimeView2, and including management and reconfiguration features, password protected and intended for use by power users, first responders etc.

(e) "TimeView DBi" is a time series database and management system for the internet, which is capable of very long term storage of data from TimeView

(f) "FloodView", "XView" and similar brand names mean open systems for display of such data from TimeView as a public service in read-only mode and without the requirement for a login.

(g) "Data Security" shall mean the arrangements pertaining to security of personal data, as described in this document.

1.2 The headings in this document are for guidance only and shall not affect its construction.

2. Service Overview

2.1 TimeView2 (also known as TimeView Telemetry) provides data on a Web Site in near real time as it arrives from the field, typically via Global Packet Radio (GPRS); plus management facilities to control access to this information, reconfigure outstations etc; and automatically generate and send alarms upon certain conditions via email and text message.

2.2 The original version of the Web Site, which may still be used for some applications, is simply known as TimeView, and this allows basic read-only access to similar data.

2.3 These Services are normally offered for 12 months, renewable, but may be for other periods, depending upon Contract.

3. Communications

3.1 The preferred and default communications mode is GPRS, but others are available. All mobile phone networks and other communication service providers have high levels of resilience, but performance of these systems is not the responsibility of providers of TimeView2. Where users have supplied their own Subscriber Information Modules (SIM) cards, communication problems must be resolved directly with their provider. Where the SIM cards and service have been provided by HL as part of the package, the service desk will handle resolution upon being notified of a problem.

3.2 Where data and warnings are of a critical nature, additional resilience can be offered in the form of data loggers which are capable of automatically switching to an alternative service provider during data exchange with TimeView.

3.3 The GPRS service providers have servers with a typical performance record in excess of 99.9% availability. Automatic fail-over is in place to switch immediately to an alternative server in a different geographical location in the event of a failure.

4. TimeView Platforms

4.1 The TimeView servers are supported 24 hours per day per 7 days per week (24x7), and have an availability record in excess of 99.8%, with a guaranteed ISP operator response time of 30 minutes from the report of any problem. Automatic switching is in place to an alternative server in a different geographical location in the event of a failure, which continues to provide alarms and data collection until the main server is back on-line. Note that the use of fall back dial in numbers may need to be configured on the field equipment, and is normally provided as part of any fully managed service.

5. Data Receipt Checking

5.1 The TimeView2 system automatically detects non-arrival of data, based upon the individual schedule of each outstation. TimeView2 provides a separate web page which can be checked by the end user to identify such non-receipts, and graphs for outstations which have not provided data at the anticipated time are highlighted with a red warning border. Further options regarding data receipt checking, expert interpretation etc. are available as part of our extended services.

6. Data Transfers and Retention

6.1 A download facility is available via the User Interface of TimeView, but note that large volumes of data may only be available in XDQ or XDQA format, although these formats can be converted to CSV using Harvest software.

6.2 Subscriptions are available to an FTP service that automatically forwards the data as it arrives,, direct to chosen locations, as either CSV or XDQA files.

6.3 In this way data can be stored long term or processed by a receiving application without manual intervention, and we can also offer longer term data archives and specialist software (such as TimeView DBi) which is highly compatible with the data in TimeView.

6.4 TimeView itself is not a long term data storage system, but primarily a system for warnings, visualisation of latest data, and (for more advanced users) remote reconfiguration of loggers.

6.5 Data is available for viewing and downloading for up to 12 months. However this is dependent on the volume of data being accumulated. Using a recording interval of 15 minutes, up to 8 channels of data per logger can be kept on TimeView for up to 12 months. In the case of higher frequency recording intervals, the maximum number of accessible data points is reached much more quickly and data may be archived after 1 – 3 months without prior warning.

6.6 Therefore if data is required to be saved from TimeView for storage or further analysis, users should manually download the data from the web site on a very regular basis, or subscribe to the FTP service. We may be able to offer bespoke transfer methods and formats, depending upon the receiving application.

6.7 Historic data which has been archived from TimeView may be still available in XDQ format, for which there would be a small processing fee.

7. Alarms

7.1 Alarms are issued via the TimeView2 system, and are configurable to different trigger levels and criteria in response to the data received. Correct configuration and reviewing of the alarms is the responsibility of the user. Once alarms have been dispatched from the TimeView2 system their receipt is subject to the normal email and text message routes, outside the control and responsibility of HL. TimeView offers very high data availability and effective alarms, but the level of service cannot be absolutely guaranteed due to external factors. TimeView therefore should not be considered as a complete and sole solution to high-impact and/or safety critical events and conditions, but rather as a valuable supplement to safety plans covering such risks, and HL is not liable for any indirect or consequential damage.

8. Data Usage

8.1 Where SIM cards have been purchased or leased from HL as part of the service, there is a data limit of 2MB per month, which is found to be more than adequate for the majority of systems. Where leased, HL will inform the customer if these limits are breached, and invoice for the additional cost with a small additional administration fee.

8.2 SMS messages for alarms and other notifications are purchased in blocks of 250 messages per account, with additional blocks available at a small fee.

8.3 Customers should clarify the arrangements with their HL project manager if in doubt about specific aspects.

9. Service Desk

9.1 The opening times, service levels and communications methods for the service desk are published separately, as part of our customer After Sales Service document.

10. Roles in Management and Use of Individual User Information

10.1 Information on individual users, held on our web-based systems, is under the control of the end user administrator who enters, maintains and deletes the information, including the granting of login access to other users (the “Data Controller”). Isodaq Technology software merely processes the data.

10.2 By entering such details and using the system the end user administrator agrees to these arrangements, and accepts the responsibility of Data Controller.

11. Scope of User Information

11.1 User Information held on these systems is restricted to communications information – specifically an email address (typically a business email address) and phone number for text messages (typically a business mobile phone). The individual users need not be known by their real name for login purposes, thus preventing linkage of these basic fields to a real person. This is under the control and responsibility of the Data Controller, as is permission to collect and use the information in this way.

11.2 Please note that information which cannot be readily linked to an actual living person may not be Personal Data under the definitions of the UK Data Protection Act (for more details please see http://www.ico.gov.uk).

11.3 Note that we do not recommend TimeView for general public access to the data, due to server loading and data security considerations, for which open solutions such as FloodView are far more appropriate. FloodView type applications do not store any personal details.

12. Usage of Data

12.1 The sole purposes for the communication information are account management (login control) and the safety warnings which are central to the functionality of many of our web systems (e.g. Flood Warnings).

12.2 The information is not shared by us with any third party or used by us for any other purpose.

12.3 Our technical staff may require access to this or any other data held in the system, purely for technical support purposes.

13. Access to Data

13.1 Access to any such information is controlled through password protection and only the user themselves or their organisations administrator can see or amend these details, with the exception of technical support covered above.

13.2 Passwords and other key details are encrypted for additional security on the storage media.

14. Physical Locations of Data

14.1 In order to provide a very high level of availability of our warning systems in particular, the data for most of our systems is mirrored across servers in at least two distinct physical locations, always within the European Economic Area (normally the UK), the USA or Canada.

14.2 Where an Internet Service Provider (ISP) is used, this is always a UK based company, governed by British law.

14.3 We and our ISPs maintain the right to switch to other data centres within these named regions should this be necessary for technical or data security reasons (e.g. natural disaster or terrorist attack on the City hosting the main server), and in particular in the case of an outage on one of our key operational and information systems.

15. Customer Relations

15.1 We are committed to good customer relations, as a key principle of our Quality System, and therefore are pleased to talk about any aspects in this document. Please contact us at any time.

16. FloodView

16.1 These same conditions apply to FloodView except that it is dependent upon availability of data from TimeView and other third

party components, and it is a much simpler interface (for example there is no data receipt checking, download or alarms), and since it is not used for operational purposes availability in on a best endeavors basis. Data retention is normally 1 week, and the display period is typically 1 day, but these can be extended if required. Bespoke features and service levels are available for individual projects and networks.

17. TimeView DBi

17.1 These same conditions apply except that it is dependent upon availability of data from TimeView and other third party components, and availability is on a best endeavors basis. Data retention is normally unlimited. Bespoke features and service levels are available for individual projects and networks.

18. General Terms and Conditions

18.1 These Service Levels and all HL offerings are subject to our normal Terms and Conditions, published separately and viewable on our Web Site.