

## **010 HubkenCore Totara**

### **Service Definition**

## 1. Introduction

This document explains the detailed terms and how to get the best from our HubkenCore Totara service and should be read in conjunction with our Terms of Business available at <https://tob.hubkengroup.com>. In the event of any inconsistency between the provisions of this document and our Terms of Business, the terms contained within this document (in respect of such inconsistency) shall prevail.

This is a living document and is subject to updates and changes as and when required by us.

## 2. Definitions

<b>Multitenancy</b>	Functionality that facilitates the secure isolation of users into separate tenants within a single instance of the Totara platform, as well as the delegation of administration capabilities within a tenant.
<b>Third-party plugin</b>	Any plugin not included in Core Totara.
<b>Totara</b>	Totara Talent Experience Platform (Learn, Perform or Engage), Totara Platform, Totara Learn or Totara Learn Professional
<b>Totara site</b>	An instance of Totara to which access is provided by us.
<b>Core Totara, Core</b>	Totara application code from the official Totara Europe Ltd repository
<b>Totara Learning</b>	As defined in: <a href="https://www.totaralearning.com/en/licence">https://www.totaralearning.com/en/licence</a>
<b>Production site</b>	A Totara site accessed by users who are not site administrators
<b>Update</b>	An upward revision to a new minor version
<b>Upgrade</b>	An upward revision to a new full version

## 3. Overall service scope

We will:

- Provide access to and permit use of a single Totara site on a generic sub domain provided by us or, on request, a valid sub domain provided by you.
- Manage the Totara site so that it is up to date through Updates (minor versions) and Upgrades (major versions).
- Take commercially reasonable steps to ensure continuous access and functioning of the Totara site without unscheduled service outages.
- Notify upstream Core developers of issues in the Totara software

- Provide functionality support for current site administrators.
- For the underlying hosting platform, we will:
  - Monitor performance
  - Apply relevant security patches as necessary
  - Perform nightly backups (see Backup policy)
  - Liaise with data centre personnel with the aim of resolving service-affecting issues
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## 4. Services

The detailed terms in this document apply where the service named in our sales invoice includes the terms "HubkenCore" or "Hubken Subscription".

### 4.1. Totara versions

For new Totara sites, inward migrations, Upgrades and Updates:

We will provide the Services for:

- The current version if it has reached its first minor release (emergency releases excepted); or
- If the current version has not reached the maturity of its first minor release, the latest minor release of the previous version.

#### 4.1.1. Ongoing version support

We will provide the Services for Totara versions until the Official End-Of-life Support Date published by Totara Learning.

### 4.2. Upgrades and Updates

You may request an Upgrade or Update at any time. Scheduling of and selection of the versions to be Upgraded or Updated shall be at our discretion.

Full version Upgrades are scheduled after the first minor release of the latest version (emergency releases excepted).

We will include Upgrades and Updates are for one Totara site per service only.

### 4.3. Other software

We are a provider of Services in relation to the Totara suite of software and we cannot be responsible (and accept no liability) for any issues which arise from or involve any other software or its interaction with Totara software.

## 5. Term

Service	Term
<b>Standard and Custom services</b>	One year from the commencement date unless a different duration is stated in our sales invoice.
<b>Moving from a Standard to a Custom service</b>	One year from the effective date of the Custom service unless a different duration is stated in our sales invoice.

**Custom service changes**

The greater of the remaining term or one year, commencing from the effective date of any change (excludes the purchase of additional storage).

### 5.1. Notice to terminate

If you wish to cease receipt of the Service, you must notify us in writing at least 90 days prior to the end of the term. Failure to do so will result in automatic continuation of the Service for an additional term.

### 5.2. Data retention on termination

On termination for any reason we will;

1. Delete your production Totara site and any associated sandbox site within 30 days; and
2. Delete data from our backups 14 days following the above production and sandbox site deletions.

## 6. Varying the service

### 6.1. Standard service

#### 6.1.1. Increasing capacity

You may change a Standard service to another Standard service with higher quotas without starting a new service agreement. Additional fees may become due as a result, and we will invoice you accordingly. You agree to pay the additional fees for the remainder of the Term.

#### 6.1.2. Decreasing capacity

You may change to a service with lower quotas at the end of the Term provided that you give us at least 30 days' prior written notice. You must ensure that Active and suspended users and the amount of storage space used are both 10% lower than the Quotas for the lower service at least 30 days prior to the end of the Term.

### 6.2. Custom service

#### 6.2.1. Increasing the specification

You may increase the specification of your Custom service at any time. Changes to the Custom service will be documented and agreed in writing between us.

#### 6.2.2. Decreasing the specification

You may decrease the specification for the Custom service at the end of the Term by giving us 90 days' prior written notice. The reduced specification must still be adequate for us to provide the Services.

### 6.3. Changing between Standard and Custom services.

#### 6.3.1. From Standard to Custom

You may move from a Standard to a Custom service once per year. A new contract is required for the Custom service.

A credit equal to the fees paid for the remaining full calendar months on your Standard service, up to a maximum of the higher cost of the Custom service, will be applied to the

initial cost of the Custom service. If the Custom service cost is less than the Standard service, no refund or credit of Standard fees is due.

#### 6.3.2. From Custom to Standard

You may move from a Custom to a Standard service at the end of the Term upon 30 days' prior written notice.

You must ensure that Active and suspended users and the amount of storage space used are both 10% lower than the Quotas for the Standard service you wish to move to at least 30 days prior to the end of the Term.

### 6.4. Custom service change requests

Definition	Description
<b>Change request</b>	A change which will take more than 15 minutes to action.
<b>Complex change request</b>	A change which will take more than 60 minutes to action.

#### 6.4.1. Change request responses

Definition	Target Response Time
<b>Change request</b>	6 working days of request within Support hours, excluding any notice period for scheduled downtime.
<b>Complex change request</b>	10 working days of request within Support hours, excluding any notice period for scheduled downtime.

## 7. Quotas

### 7.1. Standard service

Quotas	Definition
<b>Storage space</b>	The total storage space available for: All Totara Core files, plugin files, files uploaded by users, all files created by the Totara application (including temporary files), files retained for version control and the Totara application database (including database backups). The underlying hosting platform's operating system and other components needed for the correct functioning of the Totara application.
<b>Data transfer</b>	All transfers of data to and from the Totara site (via the Totara user interface or otherwise). The data transfer quota is a monthly amount that is non-cumulative.
<b>Active users</b>	The total number of user accounts where the user can log in i.e. the user is not suspended or deleted. Includes LTI authenticated users.

### 7.2. Custom service

Quota	Definition
<b>Storage space</b>	The total storage space available for: All Totara application files, plugin files, files uploaded by users, all files created by the Totara application (including temporary files), files retained for version control, temporary backup files and the Totara application database (including database backups). The underlying hosting platform's operating system and other components needed for the correct functioning of the Totara application.

<b>Data transfer</b>	All transfers of data to and from the Totara site (via the Totara user interface or otherwise). The data transfer quota is a monthly amount that is non-cumulative.
<b>Active users</b>	The total number of user accounts where the user can log in i.e. the user is not suspended or deleted. Includes LTI authenticated users. Unless the total number of Active users is stated on our sales invoice, Active user accounts are not metered. Where the Custom service specification is insufficient to process higher than expected levels of user activity the end user experience may be degraded.

#### 7.2.1. Additional storage

Additional storage that extends the capacity of the service is subject to the terms of this agreement.

#### 7.2.2. Email notifications

We do not restrict the number of email notifications sent by the Totara site. Our platform is identified as the sender of all emails. You may use an email service that you control to identify you as the sender of email notifications, but this is not part of the Services we provide to you.

## 8. Sandbox sites

### 8.1. Sandbox site

Please note that where we agree to provide you with access to a sandbox site (a site that can be used for evaluating new versions, ideas and plugins), whilst we may from time to time, carry out necessary maintenance of the sandbox site, at our sole discretion, such access is provided without liability to you and, is not included within the scope of our Support Services or Service availability commitment.

We retain the right to Update, Upgrade or delete the sandbox site at any time. If we decide to delete a sandbox site, we will take reasonable steps to give you reasonable notice before doing so but this may not always be possible.

We do not provide sandbox sites for clients who have opted out of support for site administrators.

## 9. Branding

We agree to apply initial branding to your site e.g. logo and accent colours.

## 10. Support for site administrators

### 10.1. Request classifications

<b>Definition</b>	<b>Description</b>
<b>P3 Incident</b>	Issue preventing an individual from working.
<b>P4 Incident</b>	Minor issue/annoyance affecting individual or group.
<b>Complex requests</b>	The estimated time required to investigate or attempt to resolve the issue is 45 minutes or longer. The request relates to a third-party plugin.

### 10.2. Support request responses

<b>Definition</b>	<b>Response Time</b>	<b>Cover Hours</b>
<b>P3 Incident</b>	8 Hours	Support hours

<b>P4 Incident</b>	8 Hours	Support hours
<b>Complex request</b>	We reserve the right to defer the investigation or resolution attempt for non-service affecting issues. We will advise you when we have scheduled time to work on the issue.	Support hours

For site administrator support purposes support hours are 09:00 to 17:00 UK local time, Monday to Friday excluding UK public holidays and working days between 26th December and 1st January.

These are the timetables which we will try to work to, but it may not always be possible to abide by them and it may not be possible to correct every issue that you raise. Our judgement on these issues shall be final.

### 10.3. Support for site administrators scope

<b>Support activity</b>	<b>Detail</b>
Deal with support requests from current site administrators of the Totara site for issues arising from functionality that can be configured by a site administrator from within the user interface.	<p>For each support request we will perform one or more of the following actions:</p> <ul style="list-style-type: none"> <li>• Investigate and attempt to resolve the issue.</li> <li>• Provide relevant information e.g. to explain the solution, steps to prevent re-occurrence.</li> <li>• Signpost information on external sites.</li> <li>• Suggest alternative options or approaches where we feel these may be beneficial.</li> <li>• Make recommendations qualified by the information provided in the support request.</li> </ul> <p>Where a potential path to resolution, suggestion of options or a recommendation requires evaluation of an extended range of factors e.g. Totara capabilities, business processes and requirements, other external factors, pedagogical considerations this will be outside of the scope of support. We will refer you to a client relations colleague to discuss options e.g. consultancy, training or mentoring which are chargeable services.</p>
Support requests for issues arising with installed third-party plugins.	Support is provided subject to the availability of sufficient third-party support resources or documentation to describe the functionality and expected behaviour of the plugin.

### 10.4. Specific exclusions

On-site visits.
SCORM content package issues.
Software development.
Set-up, configuration or support of any external authentication (including SSO) or integration.

Remedies that are not commercially or technically feasible.
Modification of Core or plugin code.
Issues arising from additional code e.g. CSS, JavaScript added by your authorised users.

### 10.5. Other

We may create additional user accounts, courses etc. if required to facilitate investigation or troubleshooting. You accept that these additional user accounts may reduce your Active user quotas for all purposes.

We require continuous, unrestricted access to provide the Services. You must not take any action to restrict our access.

### 10.6. Requesting support

<b>Users permitted to request support</b>	A real person with an individual account allocated as a Current site administrator. We may decline to deal with support requests received from shared or service accounts.
<b>Email / Support Portal*</b>	Our support desk accepts requests 24/7.
<b>Phone*</b>	During support hours.

\*We will provide the necessary contact details when the commencement of the Services is confirmed.

You must provide as much information as possible about the issue, including relevant URLs where appropriate.

A support request is a single reported issue with a single fix.

### 10.7. Fixed hours support

Where our sales invoice is for support for a set number of hours, we will reduce the remaining support hours by the time required to deal with each support request, rounded up to the nearest 15 minutes. The minimum duration for each response is 15 minutes.

At our discretion, we may split requests containing multiple issues and deal with each as a separate request.

Unused support hours remaining at the expiry of the Term are forfeited.

### 10.8. Multi-tenancy

When multi-tenancy is enabled, we may, at our discretion, apply a fair use policy to support requests.

## 11. Web conferencing

We may provide you with access to a BigBlueButton web conferencing service offered by a third party supplier.

Please review the BigBlueButton Web conferencing Service Definition for more information.

## 12. Acceptable use policy

This acceptable use policy sets out the terms between you and us under which you may use the Service.

By using the service, you accept and agree to abide by this acceptable use policy.



### 12.1. Prohibited uses

You may use the service only for lawful purposes.

You may not use the service:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards (see below)
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our website at [hubkengroup.com](http://hubkengroup.com) (our site)
- Not to access without authority, interfere with, damage or disrupt:
  - any part of our website;
  - any software used in the provision of our website; or
  - any equipment or network or software owned or used by any third party.
- Not to undertake, or direct others, to undertake unauthorised Penetration Tests.
- To ensure that all usernames and passwords issued to you are kept safe and confidential. We are not responsible for any consequences of your username or password being compromised and we reserve the right to make a charge if we are required to re-set your password or any other security setting more than once in any six-month period.
- To accept all version Upgrades, Updates and patches that we recommend enabling us to continue to provide our services.

### 12.2. Content standards

These content standards apply to any and all material which you or your authorised users contribute to the service (contributions), and to any interactive services associated with it. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole. Contributions must not:

- Contain any material which is defamatory of any person, company, business or organisation.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

### 12.3. Quotas

Your usage of the Service must remain within the storage, data transfer, Active user quotas and any other quota specified in the invoice for the service or this document (or in any subsequent notice by us to modify them). Exceeding these quotas is a breach of our acceptable use policy and may incur additional fees, which become payable upon invoice by us.

You must ensure that each user account is only issued to and used by a single individual and that the guest login is not used by more than ten users simultaneously.

### 12.4. Concurrent Users

#### 12.4.1. Standard service

Our concurrent usage limit is up to 10% of the plan's Active users quota.

#### 12.4.2. Custom service

There is no metered limit, however, if the concurrent usage is too high the user experience will be degraded and we'll recommend that you increase the specification of your custom hosting.

## 12.5. Multitenancy

### 12.5.1. Acceptable uses of Multitenancy

- 'Parent and child' organisations: Separate business units operating under the same parent company.
- Extended enterprise: One organisation using a single Totara site for its internal audience (staff) and external audience. Courses are created/added centrally, not at the tenant level.
- Franchise group.
- Training provider: An organisation uses a single site to create and distribute content to external organisations and/or individuals. All courses are created by the training provider. External organisations are only able to consume existing content, perform basic user administration and report on course completion within their tenant.

### 12.5.2. Unacceptable uses of Multitenancy

- SaaS reseller: A single Totara site covered by a single Totara subscription with tenant space sold to different organisations.
- Grouping unrelated organisations: Unrelated organisations sharing a single Totara site under a single Totara subscription.

## 12.6. Totara subscriptions

You must remain within the active user limit of all subscriptions associated with your Totara site. Active users for the purposes of Totara subscriptions are defined in the Totara Product License and Subscription Agreement: <https://www.totaralearning.com/en/licence> .

## 12.7. Suspension and termination

We will determine, at our discretion, whether there has been a breach of this acceptable use policy through your use of the service. When a breach of this policy has occurred, we may take such action as we deem appropriate. Failure to comply with this acceptable use policy may result in our taking all or any of the following actions:

- Temporary or permanent withdrawal of your access to the Totara site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you, or your authorised users, to the Totara site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you if appropriate.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

## 12.8. Changes to the acceptable use policy

We may revise this acceptable use policy at any time. You are expected to check this acceptable use policy from time to time to take notice of any changes we make, as they are

legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our website at <https://www.hubkengroup.com>.

### 13. Third-party plugin policy

We will at our discretion:

- Permit use of plugins with our service
- Remove plugins
- Perform updates to a plugin if new code is available from the plugin code source
- Notify plugin issues to the developer(s) via the listed bug tracker

We will not:

- Undertake plugin code fixes
- Provide any warranty regarding the suitability of a plugin for any purpose
- Accept liability for any loss arising from the installation, removal or use of a plugin
- Permit any plugin that:
  - enables direct access to Core Totara code, Totara Enterprise Extension code or plugin code, user uploaded files or the underlying hosting platform
  - we consider incompatible with, or may affect the performance or security of the underlying hosting platform
  - requires modification of Core Totara or Totara Enterprise Extension code
  - contains code that we cannot inspect

#### 13.1. Plugin updates and removal

##### 13.1.1. Updates

We may make plugin updates at our discretion and such updates may be performed without a specific request from you.

##### 13.1.2. Removal

We may remove plugins at our discretion.

When we require that an installed plugin is removed, we will take reasonable steps to give you reasonable notice.

Where commercially and technically feasible, at your request, we will provide you with a copy of the data generated by the removed plugin.

#### 13.2. Additional plugins

We may, at our discretion, use plugins as part of our service to you.

We do not guarantee the suitability of these additional plugins for any purpose or that we will include them indefinitely.

### 13.3. Implications of using third-party plugins

There are potential implications for which you agree we will not be liable, including (but not limited to): degraded security or performance of the Totara site, data corruption, change or loss of functionality, inability to update or upgrade the Totara site.

### 13.4. Clone service

If you ask us to install a third-party plugin, you agree to subscribe to a suitable Clone service for each year in which you use the plugin for any purpose.

## 14. Service availability

### 14.1. Incident classification

Definition	Description
<b>P1 incident</b>	A critical full outage/severe issue resulting in a catastrophic problem that causes complete inability to access the service and where there is no workaround or solution to the problem.

### 14.2. Service availability commitment

We will use commercially reasonable efforts to meet Service availability of 99.95% for our Service in a given calendar month.

#### 14.2.1. Service credit entitlement

You are entitled to a service credit if Service availability falls below 99.95% in two consecutive months.

The service credit amount is equal to the pro-rated fees for the consecutive months in which the Service availability falls below 99.95%.

You must request a service credit within twenty days of the end of the second relevant consecutive calendar month, failing which your entitlement to a service credit will lapse.

When a service credit is due, we will deduct the amount of the service credit from the next invoice for this service. If no further invoices are due, at your request within 5 business days of us raising a credit, we will refund fees paid equal to the amount of the service credit to your bank account within 20 business days (you agree to pay bank charges for refunds made to non-GBP bank accounts).

A calendar month may be used for a single claim.

All Service availability calculations will be based on our system records and rounded up to two decimal places.

For the purposes of the Service availability commitment the following definitions apply:

<b>Service availability</b>	For a given calendar month: (The total hours <i>less</i> the total duration of unavailability caused by unscheduled maintenance, P1 incident(s), planned maintenance, Excluded event(s)) / (Total hours <i>less</i> the total duration of planned maintenance <i>plus</i> Excluded event(s)) X 100.
<b>Excluded events</b>	· Circumstances beyond our reasonable control including, but not limited to; force majeure, acts of Government, emergencies, natural disasters, pandemic, flood, fire, civil unrest, acts of terror, strikes or other labour issues (other than those involving our employees).

	<ul style="list-style-type: none"><li>· Any problems resulting from your combining, merging or integrating our service with any hardware, software or service not supplied by us.</li><li>· Interruptions or delays in providing the service resulting from telecommunications or internet service provider failures outside of our data centre.</li><li>· Any interruption or unavailability resulting from your misuse, improper use, configuration of the Totara site or exceeding any quota.</li></ul>
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### 14.3. [Planned maintenance](#)

We will notify you of any planned service-affecting outages using the site administrator email account(s) on our records. We will take reasonable steps to give you reasonable notice, but this may not always be possible.

### 14.4. [Service messages](#)

We may send service messages to the email addresses of site administrators or any other method, at our discretion.

## 15. [Exporting your data](#)

### 15.1. [Export by your site administrator](#)

It's possible for you to export user and course data, without our assistance, using standard functionality available to users who are site administrators. You may export your data at any time using this method.

### 15.2. [Export by us](#)

We will export your data at any time, subject to the terms of our Data Export service.

## 16. [Security testing](#)

### 16.1. [Vulnerability scans](#)

#### 16.1.1. [Schedule](#)

We conduct a rolling weekly vulnerability scan programme of the underlying hosting platform.

#### 16.1.2. [Publishing results](#)

We do not publish the results or actions taken following vulnerability scans.

### 16.2. [Penetration tests](#)

#### 16.2.1. [Unauthorised penetration tests](#)

Unauthorised penetration tests undertaken or commissioned by you are a breach of our acceptable use policy.

#### 16.2.2. [Authorised penetration tests](#)

We may, at our discretion, agree to authorise penetration tests undertaken by you or a third-party commissioned by you.

You must:

1. Comply with the date, time, scope or other conditions specified by us.
2. Provide us with an unabridged copy of the test report within three working days of the test date.

3. Ensure the test is undertaken within the first six months of any service contract year.
4. Pay our fees for arranging the test with you and for dealing with identified issues in accordance with our then-current Technical Support rates, except for Critical issues.

### 16.3. Resolution targets

#### 16.3.1. Underlying hosting platform

<b>Critical</b>	We aim to correct issues that are capable of remedy by us within 10 days of discovery.
<b>Warning</b>	We aim to correct issues that are capable of remedy by us within 60 days of discovery.
<b>Advisory</b>	We will correct issues that are capable of remedy by us, where we consider it commercially feasible, within 90 days of discovery.

#### 16.3.2. Totara

<b>Critical</b>	We aim to apply available official security patches within 45 days of the patch becoming available.
<b>Warning</b>	We aim to apply available official security patches within 90 days of the patch becoming available.
<b>Advisory</b>	We will apply available official security patches, where we consider it commercially feasible, within 90 days of the patch becoming available.

#### 16.3.3. Other

<b>Third-party plugins</b>	In all cases, issues are dealt with as detailed in our third-party plugin policy.
<b>Upstream reporting</b>	We report newly discovered issues to the Totara core development team.

For resolution purposes days are defined as 09:00 to 17:00 UK local time, Monday to Friday excluding UK public holidays and working days between 26th December and 1st January.

## 17. 1. Experimental features

We do not provide support for any feature categorised as “experimental”.