011 Hosting

Service Definition

1. Introduction

This document explains the detailed terms and how to get the best from our Hosting 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. Service scope

1. Install a single supported version instance of the application software on the hosting platform so that it operates at the domain or sub-domain provided by you or a generic domain provided by us.

2. Manage supported versions of the application software so that it is up to date and protected from security vulnerabilities through updates (minor versions) and upgrades (major versions).

3. Take all commercially reasonable steps to ensure the continued operation of the hosting platforms without unscheduled service outages.

4. Monitor hosting platform performance: Protect the hosting platform from unauthorised access or virus intrusion by applying relevant security patches to the operating system and other measures as necessary.

5. Perform nightly hosting platform backups (See Backup Policy).

6. Liaise with data centre personnel to resolve service affecting issues.

7. Notify upstream application developers of issues in the application software.

2.1. Hosting services in scope

Services referred to as "Dedicated" in our sales invoice.

3. Supported versions

To keep up with the latest improvements to the application software, we recommend that you use the full version upgrade entitlement included in your hosting plan to keep your site up to date.

3.1. Moodle

3.1.1. New installations, inward migrations and "latest" version upgrades
We will install or upgrade to:

- The current Standard version if it has reached its first minor release (emergency releases excepted) e.g. 3.7.1; or

- If the current Standard version has not reached the maturity of its first minor release, the latest minor release of the previous version; or

- The current Moodlecloud version (Moodlecloud inward migrations only); or,

- The current MoodleCloud version when an installation uses a MoodleCloud data export.

3.1.2. Ongoing support

We provide the Services for Moodle versions supported by Moodle HQ below:

- New Standard versions (planned for release every 6 months e.g. Moodle 3.7 with periodic subsequent minor releases for bug fixes etc. e.g. Moodle 3.7.1, 3.7.2).

Each standard version is supported by Moodle HQ for 18 months following the target release date with the level of support decreasing every 6 months.

Month 1 -6	Month 7 -12	Month 13 - 18
Bug fixes and security issues	Security issues only	Major security issues only

3.2. Totara versions

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

We 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.

3.2.1. Ongoing version support

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

3.3. Upgrades and Updates

You may request an Upgrade or Update at any time. Scheduling and the versions selected for Upgrade or Update are at our discretion.

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

Included Upgrades and Updates are for one Totara site per service.

3.4. Other software

We are a provider of Services in relation to Moodle and the Totara suite of software and we cannot be responsible for any issues which arise from or involve any other software or its interaction with Moodle or Totara software.

3.5. Change request responses

We will respond to change requests in accordance with the table below:

Definition	Target Completion Time
Complex Change: A change that will take	6 working days of request within hosting support hours, excluding any notice period for scheduled downtime.

more than 15 minutes to action.	

3.6.   Notifying issues

Hosting support requests will be accepted via the email address support@hubkengroup.com during hosting support hours.

3.7.   Support hours

9am to 5pm UK local time, Monday to Friday excluding UK public holidays and working days between 26th December and 1st January.

4. Service availability

4.1.   Incident classification

Definition	Description
P1 incident	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.

5. Service availability commitment

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

5.1.1. 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.

When a service credit is due, we will deduct the amount of the service credit from the next invoice for this service. Alternatively, 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:

Service availability	For a given calendar month: (The total hours *less* the total duration of unavailability caused by unscheduled maintenance, P1 incident(s),

	planned maintenance, Excluded event(s)) / (Total hours *less* the total duration of planned maintenance *plus* Excluded event(s)) X 100.
Excluded events	· 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).
	· Any problems resulting from your combining, merging or integrating our service with any hardware, software or service not supplied by us.
	· Interruptions or delays in providing the service resulting from telecommunications or internet service provider failures outside of our data centre.
	· Any interruption or unavailability resulting from your misuse, improper use, configuration of the Moodle site or exceeding any quota.

5.2.   Planned maintenance

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

5.3.   Service messages

We may send service messages to the email addresses of site administrators or any other method we feel appropriate.

6. Service duration

6.1.   Term

The Service is provided for one year from the commencement date unless a different duration is stated in our sales invoice.

6.2.   Notice of your intention to terminate

You must notify us in writing as follows:.

- Dedicated hosting: At least 60 days prior to your annual renewal date.

6.3.   Data Retention on termination

6.3.1. Standard hosting

On termination owing to:

- Non-renewal by you;

- A written request for early termination by you;

- Written notification of early termination by us;

We will;

- Delete the production site and associated sandbox site within 30 days; and

- Remove backup data 14 days following the production and sandbox site deletion.

6.4. Dedicated hosting

On termination owing to:

- Non-renewal by you;

- A written request for early termination by you;

- Written notification of early termination by us;

We will;

- Decommission the server within 7 days; and

- Remove backup data 14 days following the decommissioning.

7. Varying the service

7.1. Standard service

7.1.1. Increasing capacity

You may change a Standard service to another Standard service with higher quotas without starting a new service agreement. We require that you pay the balance for the remainder of the Term between your current Standard service and the replacement Standard service with greater capacity.

7.1.2. 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' 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.

7.2. Custom service

7.2.1. Increasing the specification

You may increase the specification of your Custom service at any time.

7.2.2. Decreasing the specification

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

7.3. Changing between Standard and Custom services.

7.3.1. 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.

7.3.2. From Custom to Standard

You may move from a Custom to a Standard service at the end of the Term.

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.

8. Hosting platform and supported application access

8.1. Hosting platform

We do not permit direct access to our hosting platform or the supported application files or database.

8.2. Supported application

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

9. Quotas

The quotas applicable to your Service can be found in your sales invoice.

9.1. Dedicated hosting

Quota	Definition
Storage space	The total storage space available for: All application files, plugin files, files uploaded by users, all files created by the application (Including temporary files), files retained for version control, temporary backup files and the application database. The hosting platform's operating system and other hosting platform components needed for the correct functioning of the application.
Data transfer	All transfers of data to and from the site (via the application user interface or otherwise). The data transfer quota is a monthly amount that is non-cumulative.
Active users	Unmetered, however, where the hosting platform specification is insufficient to process higher than expected levels of users the end user experience may be degraded.

9.2. Email notifications

We do not restrict the number of email notifications generated by the supported applications. 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.

9.3. Working storage space

Dedicated hosting requires available working space for various purposes including the temporary files generated by hosting platform backups and application backups e.g. when

undertaking updates or upgrades, installing plugins and security patches. In addition, for the temporary files created by the application during normal operation.

You agree to maintain sufficient storage space on the hosting platform to enable the software application to function correctly and for us to provide the Services.

If we identify that there is insufficient storage space available for the purposes above we will request that you undertake one or both of the following actions:

- Reduce the amount of data stored within 7 days so that there is sufficient working storage space

- Agree within 7 days to purchase the additional storage space that we recommend so that there is sufficient working storage space

If neither of the above remedies have taken place we will invoice you for the recommended additional storage. Whilst the invoice remains unpaid we will consider you in breach of our acceptable use policy (as set out below).

10. Sandbox sites

Please note that where we agree to provide you with access to a sandbox site (a site that can be used for testing future versions and ideas and evaluate 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. We also have the right to delete the sandbox site at any time. If we decide to delete a sandbox site we will try to give you reasonable notice before doing so but this may not always be possible.

We only provide sandbox sites for clients who have a current Administrator Support contract.

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. Branding

We will agree to apply branding created with one of our branding services (formerly known as the theme services Brand It, Design It or Style It) to a supported application hosted by us.

Where we apply such branding, you agree to pay a branding assurance subscription at each annual renewal of the hosting service.

12.1. Branding assurance subscription scope

12.1.1. Brand It, Design It themes
Replacement with branding created with our Branding service. The features included in the replacement are those included in our standard Branding service.

12.1.2. Style It themes

- Replacement with branding created with our Branding Lite service. The features included in the replacement are those included in our standard Branding Lite service. We will use reasonable endeavours to copy your Style It configuration to the replacement Branding Lite service.

12.1.3. Branding and Branding Lite services

- Fixes for issues arising from updates to the supported application.

- Fixes for issues reported to us.

- New features that we may add from time to time.

- Enhancements to existing features.

- Removal of branding features no longer compatible with the current version of the supported application.

12.1.4. Exclusions

- Management of content deployed in the branding e.g. text, URLs, images (except for transferring during a Style It to Branding Lite replacement).

- Any changes to the styling of the branding e.g. colours, fonts, images.

- Issues caused by unusual or incompatible content added to your site.

- Remedies that are not commercially or technically feasible.

12.1.5. Non-renewal of branding assurance

- The branding service (including a theme created using our legacy Brand It, Design it or Style It service) is removed within 30 days of the renewal date.

- If the maintenance fee is paid within 90 days of renewal, and we still have a readily accessible copy of the branding configuration, we will reinstall the branding already removed. Note: All images and settings made by you will have been be lost.

- If the outstanding branding assurance fee is not paid within 90 days of renewal, you agree to pay our fees for a new branding service if branding is to be reinstated.

13. Acceptable use policy

This acceptable use policy sets out the terms between you and us under which you may use the service (the **service**).

Your use of the service means that you accept, and agree to abide by this acceptable use policy.

13.1. 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 (our site)

- Not to access without authority, interfere with, damage or disrupt:

  o any part of our website;

  o any software used in the provision of our website; or

  o 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.

13.2. 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.

13.3. 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.

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.

13.4. Concurrent Users

13.4.1. Dedicated 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.

13.5. 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 .

13.6. 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.

- 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.

13.7. 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.

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:

    o enables direct access to Core Moodle code or plugin code, user uploaded files or the underlying hosting platform

    o we consider incompatible with, or may affect the performance or security of the underlying hosting platform

    o requires modification of Core Moodle code

    o contains code that we cannot inspect

13.8. Plugin updates and removal

13.8.1. Updates

Plugin updates are at our discretion and may be performed without a specific request from you.

13.8.2. Removal

Plugin removal is at our discretion.

When we require that an installed plugin is removed, we will try 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.

13.9. 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.

13.10. 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 Moodle site, data corruption, change or loss of functionality, inability to update or upgrade the Moodle site.

13.11. 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.

13.12. Implications of using third-party plugins

If we agree to install or remove a plugin for you (or if you do this for yourself) there are potential implications for which you agree we will not be liable, including (but not limited to): degraded security or performance of the supported application, data corruption, change or loss of functionality, inability to update or upgrade the supported application.

14. Exporting your data

14.1. 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.

14.2. Export by us

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

15. Vulnerability scans

15.1. Schedule

We conduct a rolling quarterly vulnerability scan programme of our hosting platform and supported applications.

15.2. Publishing results

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

16. Penetration tests

16.1. Unauthorised penetration tests

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

16.2. Authorised penetration tests

We may agree to authorise penetration tests undertaken or 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 3 working days of the test date

3. Ensure the test is undertaken within the first six months of any hosting contract year

4. Pay our fees arranging the test with you and for dealing with identified issues in accordance with our then current Technical Support rates, except as outlined in the table below:

First penetration test in a hosting year – Critical issues	
Server	No additional fee
Supported applications	No additional fee

16.3. Resolution targets

Applies to both vulnerability scans and penetration tests. Days are as defined in Hosting support hours.

16.3.1. Server

- Critical: We aim to correct issues that are capable of remedy by us within 10 days of discovery.

- Warning: We aim to correct issues that are capable of remedy by us within 60 days of discovery.

- Advisory: We will correct issues that are capable of remedy by us, where we consider it commercially feasible, within 90 days of discovery.

16.4. Supported applications

- Critical: We aim to apply available official security patches within 10 days of the patch becoming available.

- Warning: We aim to apply available official security patches within 60 days of the patch becoming available.

- Advisory: We will apply available official security patches, where we consider it commercially feasible, within 90 days of the patch becoming available.

16.4.1. Upstream reporting

We report newly discovered issues to the core development team of supported applications.

17.   Experimental features

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