

## **060 Data Migration and Upgrade Service**

### **Service Definition**

## 1. Introduction

This document explains the detailed terms and how to get the best from our inward Data Migration and Upgrade 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. Migrating your data

### 2.1. Pre-migration questionnaire

You must fully complete our preliminary questionnaire before we commence the data migration.

### 2.2. Required data

You must provide us with an archive of data that contains:

- A file containing a complete export of the site database (MySQL, MariaDB only)
- All files uploaded by you, your authorised users or created by the Moodle application

#### 2.2.1. Transferring the data to our service

You must package the required data into a single archive. At our discretion, we will use one of the following transfer methods:

- Download location on your server: You will provide us with the URL and access credentials to the location from where we can retrieve the packaged data.
- Rsync transfer: You will provide the necessary server, location and access information to enable us to initiate the rsync session.

#### 2.2.2. Communication with 3<sup>rd</sup> parties

You agree that we may communicate information including, but not limited to, technical and operational information regarding the transfer with any 3<sup>rd</sup> party acting on your behalf.

#### 2.2.3. Incompatible data

We will not be liable for any issue or loss caused by incompatibility of the imported data with our Moodle service for any reason including, but not limited to; reliance on changes to the Moodle application code or database, third-party plugins, content uploaded by you or your authorised users.

You agree that work undertaken to rectify such issues is chargeable.

#### 2.2.4. Plugins

Our Third-party Plugin policy, available at <https://tob.hubkengroup.com> applies to services that use the imported data.

#### 2.2.5. Downtime

The site will be unavailable for a period. We will attempt to keep the duration of downtime to a minimum, however, some factors e.g. DNS propagation are out of our control.

#### 2.2.6. Excess fees

If the size of the imported data exceeds the quota of the Moodle service you have arranged with us, you agree to:

- Pay the difference for the appropriate migration fee
- Upgrade to and pay for an appropriate Moodle service

#### 2.2.7. Termination of the data migration

We may terminate the data migration if we, at our discretion, decide it is not commercially or technically viable. Our only liability in respect of the aborted migration will be a 100% refund of the fees paid for:

- The aborted data migration
- The intended Moodle service

#### 2.2.8. Delays caused by you

If there is a delay caused by you of less than 2 weeks, we may require a fee to restart the migration process. For longer delays caused by you, we'll consider the migration process abandoned.

### 2.3. Upgrading

Following the data import, we will arrange the upgrade of the site to the version for which we provide our Moodle service.

The deadline for the completed upgrade is 1 year after we receive the fee for your data migration.

If your site is not upgraded by the deadline, we will not continue to provide our Moodle service on the terms agreed prior to the data migration. At our discretion, we may offer alternative terms for us to provide future Moodle services.

#### 2.3.1. Changes in the upgraded site

You accept that for the upgraded site:

- Functionality may have been added, removed or altered
- We may need to adapt our Moodle service to accommodate the upgraded version
- Third-party plugins may no longer be compatible