

SFTP Service

Service Definition

1. Introduction

This document explains the detailed terms and how to get the best from our SFTP 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

Production LMS	A single learning management system that is not a Sandbox site or offered through a Clone service.
SFTP	Secure File Transfer Protocol

3. SFTP Service

SFTP Service is a chargeable service. An additional charge will apply if you want to use the service for multiple Production LMS sites.

We will agree on the scope of the service with you before the service commences.

For each fee paid, we may provide:

3.1. SFTP access

- Permit SFTP access to a single directory (and sub-directories) on a server on the Hubken Group infrastructure.
- Provide SFTP access information required to use the service.

3.2. Database export

- Between 18:00 and 06:00 UK local time, collate data in the database of a single Production LMS site.
- Compile the collated data into a single archive file.
- Provide SFTP access to enable you to retrieve the archive file.
- Delete the archive file for the previous evening's database export.

3.3. SFTP configuration

- We configure the SFTP service, working with you as required, to meet the requirements of the agreed scope of the service.

4. Term

The initial period for the service will be 12 months from the date we receive payment, or at our discretion, a purchase order, and will include the period in which we set up the service for you. If you continue with the service without a break, subsequent periods will be for 12 months unless otherwise stated in our sales invoice.

4.1. 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. SFTP access permitted uses

You may use this service for the following purposes only:

- Upload files for the creation of content on the Production LMS
- Upload files that contain data in a format capable of being consumed by the Production LMS to populate standard functionality
- As a retrieval location for files exported (automatically or manually) from the Production LMS

If you use the service for other purposes, we may suspend or cancel the service.

6. Database export

6.1.1. Included data

An archive file containing an export of the data from a single Production LMS database.

6.1.2. Excluded data

We will not include:

- The file system that contains files uploaded by users or created by the Production LMS application
- The code or database tables for any feature, improvement or customisation we have offered to extend or enhance the Production LMS, including, but not limited to, branding, reports or plugins
- Third-party plugin code
- The configuration file
- Organised, individual files extracted from the file system.

6.2. Data comparison

You accept there may be a variance between the Production LMS database data and the data exported by this service owing to end-user activity and scheduled tasks that continue to operate during the period when data is being collated before export.

7. SFTP configuration

The SFTP service may require configuration time to enable us to configure the service to meet your specific requirements. Configuration time will incur an additional cost.

7.1. What we need from you

We need you to:

- Provide us with the information we need to understand your specific requirements and the business context.
- Make personnel available who are familiar with the requirements and context to review and test our work and provide timely feedback that is sufficiently detailed for us to resolve any issues.

8. Data storage

You accept that data uploaded or exported to the SFTP access directory counts towards the data storage quota of the Production LMS service to which SFTP access is granted, and that you must purchase sufficient data storage capacity so that all services can operate correctly.

9. Communication with third parties

You agree that we may communicate information including, but not limited to, technical and operational information regarding this service with any third party acting on your behalf.

10. Conditions

We will provide this service if the following conditions are met:

- We will only provide the service if you are not in arrears and, in the case of Multi-Year Services, if the full amount due for the Multi-Year Term has been paid.
- For a Totara Production LMS, you must sign a Totara Product License and Subscription Agreement directly with Totara Learning Europe Ltd. before we provide this service.

11. Liability

We will have no liability if expected data is not present in the export, failure of the export, the processing duration of the export takes longer than expected or access-related issues.