

Clone service

Service Definition

1. Introduction

This document explains the detailed terms and how to get the best from our Clone 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.
Totara software	Totara Talent Experience Platform (Learn, Perform and/or Engage) or Totara Learn Professional.
Data refresh	Replace an existing Clone's data with a fresh copy of the data from the Production LMS.
Clone, Clone site	An LMS which was initially created using a copy of the data from a Production LMS.

3. Scope

- Provide access to and permit use of a single Clone of a single Production LMS on a generic sub domain (e.g., subdomain.hubkengroupclone.com) provided by us.
- Take all commercially reasonable steps to ensure continuous access and functioning of the Clone service without unscheduled service outages.
- For the underlying hosting platform:
 - Apply relevant security patches, as necessary.
 - Perform nightly backups.
- Permit Data refreshes.

4. Services

The detailed terms in this document apply where the service name in our sales invoice includes the term "Clone".

5. Upgrades and updates

The Clone site will be upgraded (major version) or updated (minor version) by us at our discretion.

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

6. Data refreshes

You may request a refresh the data on the Clone site from the Production LMS once per calendar month. The duration of time to refresh the data will vary depending on factors including, but not limited to, the size of the Production LMS data.

7. Data comparison

If you allow users to log into the Production LMS, during the period when data is being collated, either for the initial creation of a Clone site or for a subsequent Data refresh, this will cause a variance between the Production LMS and Clone site data. You can opt for the Production LMS to be put into Maintenance mode during the collation period to reduce this risk.

In all cases:

- Automated processes will continue to run during the collation of Production LMS data, potentially resulting in variances between the Production LMS and Clone site data
- We will transform the domain of Production LMS URLs in the Clone site database so that they reference the Clone site domain

8. Integrations, notifications, access, licensing

You accept responsibility and liability for any issues or conflicts with the Production LMS arising from use of the Clone site including, but not limited to:

- Unplanned data exchange with third party applications or services
- Unnecessary notifications sent to users with accounts on the Clone site
- Allowing users to use the Clone site rather than the Production LMS
- Unauthorised use of services or software licensed for use on the Production LMS only

9. Clone site marking

We may apply marking to the Clone site that is visible to end users to identify it as a Clone site i.e., not a Production LMS.

10. Application code

You may not, or permit others to, make any changes or version updates to the core application code.

11. General

The terms under the following headings for the Production LMS service will apply to this service, except for the amendments or additions below.

- Term
- Varying the service
- Quotas

Quota mirroring

The Clone service storage space must mirror the storage space quota of the Production LMS service.

Permitted users

A maximum of 150 active users may log in to the Clone site at the same time.

- Acceptable use policy

Concurrent Users

The concurrent usage limit for Standard and Custom services is 15 users.

- Third-party plugin policy
- Planned maintenance
- Exporting your data
- Security testing