



010 Hubken Moodle

Version 23



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1 Introduction

This document explains the detailed terms and how to get the best from our Moodle 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 Overall service scope

- Provide access to and permit use of a single Moodle site on a generic sub domain provided by us or, on request, a valid sub domain provided by you.
- Manage the Moodle site so that it is up to date through Updates (minor versions) and Upgrades (major versions).
- Take all commercially reasonable steps to ensure continuous access and functioning of the Moodle site without unscheduled service outages.
- For the underlying hosting platform:
 - Monitor performance
 - Apply relevant security patches as necessary
 - Perform nightly backups
 - Liaise with data centre personnel to resolve service affecting issues
- Notify upstream Core developers of issues in the Moodle software
- Functionality support for current site administrators, where our full service has been purchased.

3 Definitions

Third-party plugin	Any plugin not included in Core Moodle.
Core Moodle, Core	Moodle application code from the official Moodle Pty Ltd repository
Production site	A Moodle site accessed by users who are not site administrators
Update	An upward revision to a new minor version
Upgrade	An upward revision to a new full version

4 Moodle services

4.1 Standard

Full Service	Opted out of site administrator support
Cloud Foundation (Moodle)	Hosted Foundation (Moodle)
Cloud Basic (Moodle)	Hosted Basic (Moodle)
Cloud Plus (Moodle)	Hosted Plus (Moodle)
Cloud Premium (Moodle)	Hosted Premium (Moodle)
Cloud Enterprise 5 (Moodle)	Hosted Enterprise 5 (Moodle)
Cloud Enterprise 10 (Moodle)	Hosted Enterprise 10 (Moodle)
Cloud Enterprise 15 (Moodle)	Hosted Enterprise 15 (Moodle)
Cloud Enterprise 20 (Moodle)	Hosted Enterprise 20 (Moodle)



4.2 Custom

Full Service	Opted out of site administrator support
Cloud Enterprise Custom (Moodle)	Hosted Custom (Moodle)

4.3 Moodle versions

For New sites, inward migrations, Upgrades and Updates:

We provide the Services for:

- The current Core version if it has reached its first minor release (emergency releases excepted); or
- If the current Core 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)

4.3.1 Ongoing version support

We provide the Services for Moodle versions above subject to Moodle release limitations below:

From the date of release:		
Month 1 – 6	Month 7 – 12	Month 13 – 18
Bug fixes and security issues	Security issues only	Major security issues only

4.4 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 Moodle site per service.

5 Term

Service	Term
Standard and Custom services	One year from the commencement date unless a different duration is stated in our sales invoice.
Moving from a Standard to a Custom service	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).
Addition of support for site administrators to a Standard or Custom service.	The greater of the remaining term or one year.

5.1 Notice to terminate

You must notify us in writing at least 30 days prior to the end of the term.



5.2 Data Retention on termination

On termination for any reason we will;

1. Delete the production Moodle site and associated sandbox site within 30 days; and
2. Delete data from our backups 14 days following the 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. 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.

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' notice. You must ensure that Active and suspended users and the amount of storage space used are both 20% 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.

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' 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.

You must ensure that Active and suspended users and the amount of storage space used are both 20% lower than the Quotas for the Standard service you wish to move to at least 30 days prior to the end of the Term.

7 Features

We may limit features in Moodle. If we disable certain features, we will do so at our discretion, but we will try to give you reasonable notice. The table below provides further information on current feature status.

Feature	Status	Comments
Standard logs	Retention limited to 365 days.	Contact us to extend the retention period.



Scheduled tasks	Admin access to amend is unavailable.	Access to editing is unavailable.
Maximum uploaded file size	250 MB	Contact us to arrange a temporary increase if required.
Automatic updates deployment (plugins)	Unavailable.	Plugin installs and updates are included in the service, subject to our third-party plugin policy.

8 Quotas

8.1 Standard service

Quotas	Definition
Storage space	The total storage space available for: All Moodle Core files, plugin files, files uploaded by users, all files created by the Moodle application (including temporary files), files retained for version control and the Moodle application database.
Data transfer	All transfers of data to and from the site (via the Moodle user interface or otherwise). The data transfer quota is a monthly amount that is non-cumulative.
Active users	The total number of user accounts where the user can login i.e. the user is not suspended or deleted. Includes LTI authenticated users.

8.2 Custom service

Quota	Definition
Storage space	The total storage space available for: All Moodle application files, plugin files, files uploaded by users, all files created by the Moodle application (including temporary files), files retained for version control, temporary backup files and the Moodle application database. The underlying hosting platform's operating system and other components needed for the correct functioning of the Moodle application.
Data transfer	All transfers of data to and from the site (via the Moodle user interface or otherwise). The data transfer quota is a monthly amount that is non-cumulative.
Active users	The total number of user accounts where the user can login i.e. the user is not suspended or deleted. Includes LTI authenticated users. Active user accounts are not metered, however, where the Custom service specification is insufficient to process higher than expected levels of user activity the end user experience may be degraded.

8.2.1 Additional storage

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

8.2.2 Email notifications

We do not restrict the number of email notifications sent from by the Moodle 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.

9 Sandbox sites

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

10 Web conferencing

You may have one session in progress at any time. If you exceed this quota, we may remove the service.

Please review the BigBlueButton Web conferencing Service Definition for more information about the web conferencing included with your Moodle service.

11 Branding

We agree to apply branding created with one of our branding services (formerly known as the theme services Brand It, Design It or Style It).

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

11.1 Branding assurance subscription scope

11.1.1 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.

11.1.2 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.

11.1.3 Branding and Branding Lite services

- Fixes for issues arising from updates to the Moodle site.
- 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 Moodle service.

11.2 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.

11.3 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 60 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 60 days of renewal, you agree to pay our fees for a new branding service if branding is to be reinstated.

12 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.

12.1 Prohibited uses

You may use the site only for lawful purposes. You may not use the site:

- 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 site at hubkengroup.com (our site)
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our site;
 - any software used in the provision of our site; or
 - any equipment or network or software owned or used by any third party.
- 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.
- 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.

When you have purchased the service 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 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 site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you, or others who you permit to access the site, to the 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.

12.6 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 site.

13 Third-party plugin policy

We will at our discretion:

- Permit installation of plugins
- 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
- Assist with support requests if you have purchased our full service with site administrator support and adequate plugin documentation is available

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 Moodle 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 Moodle code
 - contains code that we cannot inspect

13.1 Plugin updates and removal

13.1.1 Updates

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

13.1.2 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.

13.2 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

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

14 Exporting your data

You may export your data at any time. A separate fee is required for each data export we perform.

14.1 Retrieval by your site administrator

It's possible for you to retrieve user and course data, without our assistance, using standard functionality within the system using your site administrator account.

14.2 Exported by us

14.2.1 Renewal following data export

If we provide this service you agree that, unless you request otherwise prior to the expiry date of the Services, we will not invite your renewal at the end of the Term.

14.2.2 Exported data package contents

We create a package of data from your Moodle site that includes:

- A file containing an export of the Moodle site database
- The file system that contains files uploaded by users or created by the Moodle application

We will not include in the data package:



- The code or database tables for any feature, improvement or customisation we have offered to extend or enhance the Core Moodle application including, but not limited to, branding, reports, ecommerce solutions or plugins
- Third-party plugin code
- The configuration file
- Organised, individual files extracted from the file system.

14.2.3 Exported data retrieval

Your data will be exported to a secure location on our underlying hosting platform. We will provide you with the access information so that you can retrieve the exported data with 7 days, after which it will be deleted. The exported data is removed from our backups 14 days after deletion.

14.2.4 Communication with third parties

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

15 Security testing

15.1 Vulnerability scans

15.1.1 Schedule

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

15.1.2 Publishing results

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

15.2 Penetration tests

15.2.1 Unauthorised penetration tests

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

15.2.2 Authorised penetration tests

We may 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 arranging the test with you and for dealing with identified issues in accordance with our then current Technical Support rates, except for Critical issues.

15.3 Resolution targets

15.3.1 Underlying hosting platform

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.

15.3.2 Moodle

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

15.3.3 Other

Third-party plugins	In all cases issues are dealt with as detailed in our third-party plugin policy.
Upstream reporting	We report newly discovered issues to the Moodle 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.

16 Moodle service availability

16.1 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.
P2 Incident	Partial systems outage or intermittent fault affecting a group of users.

16.2 Incident responses

We will respond to incidents in accordance with the table below:

Definition	Response Time	Target Repair Time	Cover Hours
P1 Incident	30 Minutes	4 Hours	24x7
P2 Incident	1 Hour	6 Hours	24x7

16.3 Service availability commitment

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

16.3.1 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 <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.
Excluded events	<ul style="list-style-type: none"> · 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.

16.4 Planned maintenance

We notify you of any planned service-affecting outages and other service 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.

16.5 Service messages

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

17 Custom service change requests

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

17.1 Change request responses

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

18 Support for site administrators

18.1 Request classifications



Definition	Description
P3 Incident	Issue preventing an individual from working.
P4 Incident	Minor issue/annoyance affecting individual or group.
Complex requests	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.

18.2 Support request responses

Definition	Response Time	Cover Hours
P3 Incident	8 Hours	Support hours
P4 Incident	8 Hours	Support hours
Complex request	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.

18.3 Support for site administrators scope

Support activity	Detail
Deal with support requests from current site administrators of the Moodle 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"> ● Investigate and attempt to resolve the issue. ● Provide relevant information e.g. to explain the solution, steps to prevent re-occurrence. ● Signpost information on external sites. ● Suggest alternative options or approaches where we feel these may be beneficial. ● Make recommendations qualified by the information provided in the support request. <p>Where a potential path to resolution, suggestion of options or a recommendation requires evaluation of an extended range of factors e.g. Moodle 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.



18.4 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.

18.5 Other

We may create additional user accounts, courses etc. if required to facilitate investigation or troubleshooting.

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

18.6 Requesting support

Email / Support Portal*	Our support desk accepts requests 24/7.
Phone*	During support hours.

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

Be ready to 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.

18.7 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.

18.8 Support for site administrators: opted-out clients

If you decide to opt-out of our included site administrator support, site administrators can notify us of issues relating to the availability and performance of your site. We will:

Update your supported Moodle site to the next minor version during our regular update schedule (or sooner at our discretion). If you advise us that the issue remains, report the issue to the upstream core developers.
Update installed third-party plugins during our regular update schedule.

18.8.1 Requesting support

Email / Support Portal*	Our support desk accept requests 24/7.
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*We will provide the necessary contact details when commencement of the Services is confirmed.

18.8.2 Adding support for site administrators

You can add support for site administrators at any time. We will calculate a pro-rata credit for your opted-out service and apply this to a replacement service that includes support. The replacement service will be charged at our prevailing rates, with minimum term of 12 months.

19 Upgrades to Totara

We may agree to upgrade your Moodle site to Totara. We will try to provide you with relevant information regarding the differences between Moodle and Totara including, but not limited to, branding. However, we will not be able to list or describe all differences. The third-party plugin policy for our Hubken Totara service applies to all Moodle sites that are upgraded to Totara.

20 Other software

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

21 Underlying hosting platform

21.1 Backups

- Performed nightly with a 14-day online retention of data.
- Online backups are encrypted.
- Backups are stored at an alternate data centre (minimum of 30 miles away from the production data centre).
- Backups are full virtual machine level application consistent backups intended for disaster recovery of the hosting platform.

21.2 Specification

- Built on enterprise-grade VMware vCloud platform
- All flash SAN storage providing significantly increased I/O performance
- Dell EMC server hardware
- All equipment fed with diverse power & network connectivity

21.3 Network

- Juniper powered core network
- National n X 10 GB DWDM fibre ring
- Diverse internet connectivity via London & Manchester
- Peered on LINX London, LINX Manchester, IXManchester and IXLeeds
- Over 85% of UK traffic handed off via direct peering relationships
- Transit from Tier 1 providers in both London & Manchester

21.4 Data centre specification

Data centre locations	Manchester and Leeds, UK.
Data centre Tier	TIA-942 Tier 3
Certifications	ISO 27001 ISO 9001 ISO 14001 Approved to hold data up to HMG Infosec IL5



Power	N+1 Redundant generators/UPS. All infrastructure is dual (A+B) power fed.
Cooling	N+1 redundant under-floor airflow system
Fire Detection & Suppression	VESDA aspirating smoke detection. FM200 gas suppression system.
Security	24/7 on-site security CCTV throughout (90-day retention) Proximity access system with reception sign-in and advance access request required
Connectivity	Diversely routed fibre to separate POP sites with separate building entry points

21.5 Security

21.5.1 Data centres

- Our data centre providers and thus our hosting platform is certified and audited to ISO 27001.
- Security patches are applied to the platform, the associated network and storage infrastructure in accordance with vendor recommendations.
- Data at rest is encrypted.

21.5.2 Access

We do not permit direct access to our underlying hosting platform.

