

Service Level Agreement

# Moodle-as-a-Service

Catalyst.Net Limited

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Commercial in Confidence

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**catalyst** 

open source technologists

Level 6, Catalyst House, 150 Willis Street, Wellington 6011  
PO Box 11053, Manners Street, Wellington 6142, New Zealand  
+64 4 499 2267 // [enquiries@catalyst.net.nz](mailto:enquiries@catalyst.net.nz) // [www.catalyst.net.nz](http://www.catalyst.net.nz)

# Moodle as a Service

## 1 Service Description

This service ("MaaS") is Catalyst's no frills Moodle distribution, hosted on Catalyst servers. Charges are based on Active Users<sup>1</sup> and data stored. MaaS usage tiers are as follows:

1. Moodle250: up to 250 Active Users, 10 GB data storage
2. Moodle500: up to 500 Active Users, 15 GB data storage; and
3. Moodle1000: up to 1,000 Active Users, 40 GB data storage.

## 2 Terms and Conditions

These services are provided under Catalyst's standard terms and conditions available at: <https://www.catalyst.net.nz/terms>, which are hereby incorporated by reference. Additional terms and conditions specific to this Agreement are set out in this document.

## 3 Termination

A party may terminate the agreement by giving one (1) month's written notice to the other party.

## 4 Restrictions

MaaS is subject to the following restrictions:

1. MaaS does not allow for customisations.
2. MaaS does not allow for extra Moodle plugins to be added to the site.
3. MaaS does not include provision for setting up, supporting, or monitoring any integrations.
4. MaaS requires your site to be hosted at a domain ending in ".lms.net.nz".

## 5 Availability

Catalyst will use reasonable efforts to achieve the following production server availability levels:

- 5.1 99.5% online availability annually excluding planned outages, based on business hours operation;

Catalyst may initiate planned outages of up to two hours at 5:30pm on the last Thursday of the month, or 10pm on any Tuesday without notification to you.

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<sup>1</sup> Active Users are defined as users who have logged onto the hosted instance at least once in the past 12 months.

Catalyst reserves the right to disable access to your site where it is subject to a denial of service attack. The period during which your site is inaccessible for this reason will not count towards any server availability targets for the purposes of this Agreement.

## 6 Backup

Catalyst will use reasonable efforts restore the system to full operation following an outage, with a maximum data loss limited to the data entered since the last data backup. System data and database snapshots are replicated to a remote server once a day and kept for at least seven (7) days.

## 7 Updates and Upgrades

Maintenance Releases may be applied without notification to you. These usually include security patches and bug fixes. Catalyst may apply New Version Releases to your site. Catalyst will seek to notify you of the pending deployment of New Version Release software two weeks in advance of that deployment.

## 8 Issue Resolution

If you experience an issue with the Moodle system, a request for support may be raised. Before raising the request, you must make all reasonable efforts to check that the issue is not with the local environment. Please refer to clause 10 (Support Process) for a description of priorities and response levels.

## 9 Support Services

Where you request support services and Catalyst agrees, those services will be charged on a time and materials basis, in accordance with the rates specified in clause 11 (Charges). The process for requesting support services and the approval process are outlined in clause 10 (Support Process).

### Support Services include:

- (a) "New Version Release" / Feature upgrades, unless elsewhere provided for;
- (b) investigation and fixing of bugs outside of the warranty period, or which are not caused by Catalyst;
- (c) training,
- (d) content creation;
- (e) setup assistance, changing administrative settings;
- (f) resolution of issues caused by site administrator configuration;
- (g) creation of additional reports;
- (h) assistance to third-party suppliers conducting security reviews of supported components; and
- (i) services provided outside of Business Hours, unless otherwise specified by the service levels detailed under the Support Process.

## 10 Support Process

Your authorised staff will be provided with access to Catalyst's web-based Work Request Management System (WRMS). Where you require Catalyst support, your authorised staff must create a work request in WRMS.

To submit a request:

1. access WRMS through a web browser at <https://wrms.catalyst.net.nz> with your username and password;
2. create a new work request by clicking on the 'New Request' menu link;
3. in the 'Brief' text box, enter a short title for the problem/request;
4. choose the appropriate 'Type' of request;
5. select a 'Priority' rating in accordance with the table under priority and response levels;
6. in the 'Details' box, enter a full description of the problem/request and attach any supporting documents or screen shots where possible in the 'Attached Files' area;
7. under 'Subscribed Users' add any other staff who you would like to receive email updates on this WR. You will be added to the WR automatically as 'Subscribed User'. Please do not add any specific Catalyst staff to the work request. Appropriate Catalyst staff will be added by the Catalyst project manager or team administrator; and
8. click the 'Create' button (or "Update" button, if changing an existing WR).

All requested work is to be logged in WRMS, so as to aid task management, this monitoring, and communications.

## Priority and Response Levels

The table below describes the priority and response levels provided. Higher levels of response are available through our bespoke hosting services. Please note that all work will be charged on a time and materials basis unless the issue is deemed to be a Catalyst hosting issue.

| Priority | Description   | Response Times  |
|----------|---|---|
| Critical | Problems with the System that cause the application and associated data to be inaccessible. The call should be initiated only by the service owner or a delegated staff member. | For a Critical problem with a Catalyst Hosted System, Catalyst's monitoring systems will alert key staff and work on its resolution will begin as soon as possible. |
| High     | Problems with the system that cause it to stop operating correctly, significantly impairing functionality for a large portion of the system's users.                            | Catalyst will acknowledge receipt of the request within a Business Day and begin work on its resolution as soon as possible.  |
| Medium   | Problems with the system that affect one or few users, or do not significantly impair the functioning of the system.<br><br>User administration and content creation support.   | Catalyst will acknowledge receipt of the request and schedule work to investigate.  |
| Low      | Requests for information, Hardware and Software support questions and anything else.  | Catalyst will acknowledge receipt of the request and schedule work to investigate.  |

## 11 Charges

| Service Description                        | Charge<br>Frequency & Invoicing  |
|--|--|
| Moodle250 usage tier                       | \$275 monthly in advance   |
| Moodle500 usage tier                       | \$375 monthly in advance   |
| Moodle1000 usage tier                      | \$500 monthly in advance   |
| Support services within Business Hours     | \$230 per hour<br>(minimum of 1 hour applies to each support request) monthly in arrears |
| Support services outside of Business Hours | \$690 per hour<br>(minimum of 1 hour applies to each support request) monthly in arrears |

For services that do not fit in offered tiers, please contact Catalyst.

### Payment Date

The due date for payment is 14 days from the date the invoice is rendered.