

EITS eLMS Service Definition

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Introduction

This document explains the detailed terms and how to get the best from our eLMS service and should be read in conjunction with our Terms of Business. 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.

The eLMS service is built upon the world's most loved, used and respected Moodle Learning Management System. eLMS defines the service provided to you by EssingtonITS which includes wrap around services such as hosting, support and enhancements.

Also see service definition documents

- Support
- Service Availability

2. Overall service scope

We will:

- Provide access to and permit use of a single application on a generic sub domain provided by us or, on request, a valid sub domain provided by you.
- Manage the application so that it is up to date through Updates (minor versions) and Upgrades (major versions).
- Take commercially reasonable steps to ensure continuous access and functioning of the application without unscheduled service outages.
- Notify upstream Core developers of issues found within the application.
- Provide functionality support for current site administrators.
- For the underlying hosting platform, we will:
 - Monitor performance
 - Apply relevant security patches as necessary
 - Perform nightly backups (see Backup policy)
 - Liaise with external service providers with the aim of resolving issues

2.1 Other software

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

3. Definitions

Third-party plugin	Any plugin not included in Core Moodle.
eLMS Service	Service provided by EssingtonITS using core code from the official Moodle repository along side development enhancements provided directly by EssingtonITS.
Production Site	Application accessed by users and site administrators
Development Sandbox	Application access by system administrators, course designers and test users. Not used for production purposes.
Update	Application version update

4. Application Services

The detailed terms in this document apply where the service name in our sales invoice is listed below.

- eLMS Small
- eLMS Medium
- eLMS Standard
- eLMS Large

4.1 Application Versions

For New sites, inward migrations, Upgrades and Updates, we will 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).

4.2 Ongoing Version Support

We provide the Services for eLMS.

4.3 Updates

- Full version updates are scheduled after the first minor release of the latest version subject to site review.
- Minor version updates will be automatically completed at each minor release.
- Security release updates will be reviewed and automatically completed on release.

5. Notice to Terminate

If you wish to cease receipt of the Service, you must notify us in writing at least 30 days prior to the end of the term. Failure to do so will result in automatic renewal of the Service for an additional term.

5.1 Data Retention on termination

On termination for any reason, we will;

- Delete your production application and any associated sandbox site within 30 days;
- Delete data from our backups 14 days following the above production and sandbox site deletions.

6. Increasing the Specification

You may increase the specification of your service at any time. Changes to the service will be documented and agreed in writing between us.

6.1 Decreasing the Specification

You may decrease the specification for the service at the end of the Term by giving us 90 days prior written notice. The reduced specification must still be adequate for us to provide the services.

7. Quotas

Storage space	The total storage space available for: All application Core files, plugin files, files uploaded by users, all files created by the application (including temporary files), files retained for version control and the application database (including database backups). The underlying hosting platform’s operating configuration and other components are needed for the correct functioning of the application.
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7.1 Additional Resources

Additional storage extending the service's capacity is subject to this agreement's terms.

Additional compute resources that extend the capacity of the service are subject to the terms of this agreement.

Our team will review system resources and provide recommendations.

7.2 Email Notifications

Using your own SMTP relay

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

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.

Using EssingtonITS SMTP relay

We do restrict the number of email notifications sent by the application, this limit is fixed, and should you require higher limits we would recommend “using your own SMTP relay”.

- Our platform is identified as the sender of all emails.
- The sending limit is 8000 messages per day.

8. Sandbox Sites

Please note that our service includes unlimited access to our demo time limited site service (a site that can be used for evaluating new versions, ideas and plugins).

If you require an extended time for testing, please raise a support request via the usual support mechanism.

Note that this service is strictly for testing purposes and must not be used for production.

9. Branding

We agree to apply application branding within the scope of the purchased service.

10. Acceptable Use Policy

This acceptable use policy sets out the terms between you and us under which you may use our services.

By using our services Service, you accept and agree to abide by this acceptable use policy.

10.1 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 unauthorized 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 service
- 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, network or software owned or used by any third party.
 - Not to undertake, or direct others, to undertake unauthorized Penetration Tests.
 - 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 Updates.

10.2 Content Standards

These content standards apply to all material which you or your authorized 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 organization.
- 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.
- Infringement on any copyright, database right or trademark 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 (EssingtonITS).
- Advocate, promote or assist any unlawful act such as copyright infringement or computer misuse.

10.3 Quotas

Your use of the service must remain within the storage 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 and may incur additional fees, which become payable upon invoice by us.

You must ensure that each user account is only issued to and used by a single individual.

10.4 Users

Our service does not limit user accounts within the application however resources will have been provisioned based on your estimates during provision of your service.

We will;

- Monitor your service resources and make recommendations where either configuration alteration is required, or additional resources are required to ensure your users experience of the service remains positive.
- Provide any additional costs and configuration changes in a timely manner.
- Where you refuse our recommendations, you will;
- Ensure that all steps have been taken to reduce usage in line with the resources provisioned, which may include but not limited to;
 - Removal of user accounts no longer required;
 - Removal of data no longer required;
 - Smart scheduling for exams or general usage.

10.5 Suspensions 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 if appropriate.
- 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 deem appropriate.

10.6 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 on our site at <https://www.essingtonits.co.uk/service-terms>

11. Third-party Plugin Policy

We will at our discretion:

- Permit use of plugins with our service
- 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

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.

11.1 Plugin Updates and Removal

11.1.1 Updates

We may complete plugin updates at our discretion and such updates may be performed without a specific request from you.

11.1.2 Removal

We may remove plugins at our discretion. When we require that an installed plugin is removed, we will take reasonable steps 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.

11.2 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.

11.3 implications of using Third-party Plugins

There are potential implications for which you agree we will not be liable, including (but not limited to): degraded security or performance of the application, data corruption, change or loss of functionality, inability to update or upgrade the application.

12. eLMS Assistant

The eLMS Assistant, an integral component of EssingtonITS's eLMS platform, harnesses the power of EssingtonITS SophiaAI™ in conjunction with openAI AI services. This tool is designed to optimize user experience by integrating AI capabilities within the platform.

It is important to note that while the eLMS Assistant aims to enhance user interaction through AI, the inherent nature of AI necessitates a caveat regarding the accuracy of results. EssingtonITS acknowledges this and advises users to exercise discretion and verify information when necessary.

Our commitments include:

- Provision of access to the eLMS Assistant AI tool for administrators, teaching staff, and students.
- Customisation and inclusion of additional subject matter experts within the tool upon request.
- Flexibility for administrators to transition from EssingtonITS's credit-based API access key to the client's own openAI API key.
- Continuous enhancement of the tool's functionality by incorporating new tools and commands as they become available.
- Diligent efforts to maintain the availability of the tool during standard UK business hours.
- Provision of guidance and support through our standard support channels.

It is important to clarify that we do not assume liability or responsibility for the accuracy or reliability of information provided by the AI tool. The results are generated using the latest version of openAI GPT (currently version 4) in tandem with EssingtonITS SophiaAI service.

13. eLMS Checkout

The eLMS Checkout provides your service with the ability to monetize your content and is designed to work seamlessly with both PayPal and Stripe, both of which are included within the service.

EssingtonITS:

- Does not process payments.
- Does not charge a commission fee.
- Do not require access to your chosen payment provider.
- Will offer configuration advice and guidance for payment provider only.
- Does not accept any responsibility for any lost sales, marking activities or misconfiguration of your store items.
- Does not accept any responsibility for the quality or accuracy of the content you provide to your clients via purchased content.

Our commitments include:

- Providing access to the eLMS Checkout tool for administrators, teaching staff, and students.
- Customisation within the scope of the purchased service.
- Continuously enhancing the tool's functionality by incorporating new tools, reports, and features.
- Diligently maintaining the availability of the tool during standard UK business hours.
- Offering guidance and support through our standard support channels.

Learn more about us at
www.EssingtonITS.co.uk