



Astun Platform

Terms & Conditions v13.0

1. Introduction

- a. By using any of **Astun's Cloud Software Services** you agree to be bound by these **Astun Platform** Terms and Conditions, and any future amendments published by Astun, in addition to the terms of the G-Cloud 13 Call-Off Contract.
- b. Astun's Platform is hosted by Amazon Web Services; and by using any of Astun's Cloud Software Services you also accept the end user conditions within Amazon's Customer Agreement at <http://aws.amazon.com/agreement>
- c. Astun Cloud Software Services are provided subject to a licence, and not an agreement for sale. This gives you certain limited rights to use the purchased Astun Cloud Software as an online service subject to the terms, the relevant Special Terms and Support Conditions set out in the Appendices.
- d. Astun Cloud Software Services are protected by applicable United Kingdom and International intellectual property and copyright laws. Astun and its third party licensors retain exclusive title and ownership of Astun Cloud Software Services and any licensors' data provided by Astun as part of the service.
- e. You agree to provide us with contact details and, where relevant, service URL's to administer your account and you agree to notify us promptly if these details change.

2. Scope

- a. These terms and conditions apply to all Astun Cloud Software Services.

3. Your Obligations

- a. You must ensure that you have in place any data licenses required to use Astun Cloud Software Services and you confirm that you will not breach any restrictions therein through the use of Astun Cloud Software Services. The cost of any such licenses is your responsibility.
- b. You agree that you shall not remove or obscure any watermark or copyright notice of Astun or its licensors nor permit a third party to do so.
- c. You are responsible for ensuring that you have appropriate software applications to use Astun Cloud Software Services. Astun Digital Services utilise Open Geospatial Consortium Standards including WMS, WFS and CSW to deliver elements of these services, further details are available at:

<http://www.opengeospatial.org/standards/is>.
- d. You are responsible for ensuring that you have adequate bandwidth to use Astun Cloud Software Services.
- e. You shall not share with any third party any URL, web address, usernames, passwords or access codes in relation to Astun Cloud Software Services. In the

event of any such details being disclosed you agree that you will notify Astun immediately.

- f. You accept Astun's Special Terms (Appendix A) for specific Cloud Software Services.
- a. You accept Astun's current Support Conditions for Astun Cloud Software Services (Appendix B). You acknowledge that data provided by Astun as part of Astun Cloud Software Services is provided "as is" and that Astun accepts no liability for any errors or omissions in the data.

Appendix A – Special Terms

These Special Terms relate to specific Cloud Software services and supplement the standard Terms and Conditions for the Astun Platform.

Astun Data Services

- a. You agree that Astun Data Services are only used in compliance with the terms of licenses from our licensors.
- b. If you use our Ordnance Survey Premium Service you confirm that you are a member of the Public Sector Geospatial Agreement or have a current licensing agreement for the Premium Data. You agree to provide us with a copy of your license agreement on request.
- c. If you use our OS OpenData, OpenStreetMap services or syndicated OpenData feeds you agree to comply with the relevant licenses for these data.

Enterprise Metadata for iShare

- a. You confirm that you have all rights and licenses necessary to supply your data to Astun for hosting within our service.
- b. Astun will take reasonable steps to backup data provided by you to the service, however you agree that you will ensure that local backups are maintained within your organisation and that Astun have no liability to you in the event of loss of data.
- c. Astun will take reasonable steps to backup metadata created by you within the service, however you agree that you will ensure that local backups are maintained within your organisation and that Astun have no liability to you in the event of loss of metadata.

Appendix B - Support Conditions

These Support Conditions supplement the standard Terms and Conditions for the Astun Platform.

Astun reserves the right to amend these terms and conditions by giving 60 days notice by email and posting the current version at

www.astuntechnology.com/support/conditions

Cloud Software Services Support

Cloud Software Services Support comprises two elements:

- Application Support, which is included as part of all Cloud Software services
- Customer Specific Support, which can be called off against the Astun Consultancy Service (“Call-Off”) days that you may have pre-purchased as an addition to your Cloud Software service(s)

General conditions

1. Application Support is limited to the Cloud Software Services detailed within your G-Cloud 13 Call-Off Contract and queries and problems that relate to those services.
2. The Customer agrees to ensure that at least one nominated member of staff are suitably trained in the management and use of the Cloud Software Services that are detailed within your G-Cloud 13 Call-Off Contract, and that from time to time they will undertake appropriate update training (at the Customer’s expense) if so requested by Astun.
3. Astun will usually *show* or *instruct* the Customer how to resolve a problem or achieve a result rather than *doing* it on their behalf.
4. Astun will refer the Customer to our Frequently Asked Questions, or to the Support Forum on the Astun Support site, or send written instructions for the resolution of a query or problem if applicable.
5. If, in our opinion, the quickest resolution to a problem will be achieved by Astun support staff having direct online access to a Customer’s system we will notify you and request such access
 - i. Any cost of licenses for access or other related cost shall be the Customer’s responsibility
 - ii. The customer undertakes to provide prompt access, any costs incurred by Astun or the Customer due to delays in providing access shall be the Customer’s responsibility
6. If you require Astun to undertake tasks that are, in our opinion, within the

reasonable scope of a competent trained system administrator you will be required to make a request using outstanding pre-purchased Geospatial Cloud Consultancy Service days ("Call-Off") or to purchase additional Geospatial Cloud Consultancy Service days.

7. All support provision is subject to our Fair Use Policy.

What is included in iShare in the Application Support

1. Subject to payment of the Charges as detailed in your G-Cloud 13 Call-Off Contract Astun shall provide the following ApplicationSupport:
 - i. Advice on maintaining the service(s)
 - ii. Access to official and community forums
 - iii. Advice on configuring and extending the service(s)
 - iv. Instructions on how to remedy common faults
 - v. Resolution of issues related directly to a serious flaw in the service(s)
2. The Customer may obtain Application support by logging a request on Astun's Support Portal
3. Astun will allocate an employee to any new case (support incident) and provide a Case Identifier to the Customer. The employee shall be responsible for contacting the Customer, and diagnosing and resolving the case
4. The provision of support is dependent upon the Customer providing adequate information to enable Astun to diagnose and reproduce any errors in the Application at Astun's own offices
5. Astun will provide the support service during normal working hours, which are between 09.00 and 17.00 GMT, Monday to Friday, excluding Bank Holidays
6. Astun will implement any patches (error corrections) within a maximum of 7 days of release

What is included in Customer Specific Support

NB: Time deducted from Customer's Astun Consultancy Services ("Call-Off") days

1. Customer Specific Support includes advice on or resolution of problems with:
 - i. Any custom web page, data configuration or data manipulation processes
 - ii. Custom configuration of Applications
 - iii. Bespoke developments
 - iv. Integration with other systems
 - v. Data
 - vi. Additional support required because of any changes, alterations, additions, modifications or variations to the customer's IT infrastructure other than those arising due to the introduction of updates
 - vii. Attendance to faults caused by using the Applications outside design or other specifications or outside the provisions laid down in any documentation or manual supplied with the Applications
 - viii. Applications not included within this Agreement
 - ix. The underlying OSGeo technologies on which the Applications are built (including but not limited to PostGIS, MapServer and OpenLayers)
 - x. Diagnosis and/or rectification of problems not associated with the Applications
2. Astun will deduct the appropriate amount of time from your "Call-Off" days (see below) (or if such hours are not pre-purchased make additional charges) for Site Specific Support requested by the Customer regardless of whether or not it is specifically covered 1.i to 1.x above

Cloud Software Updates

1. Astun will notify the Customer of its release strategy from time to time and, provided the charges as detailed in the Schedule of your G-Cloud 13 Call-Off Contract are paid, will make updates available to the Customer at no further cost within 30 days of release.
2. Astun will evaluate the impact of an update on a customer's specific implementation and advise on any additional work required.
3. The Customer may request Astun to provide additional services identified in 2 above by utilising Astun Consultancy Service ("Call-Off") days or by purchasing additional Astun Consultancy Service Days
4. The Customer is responsible for testing updates at their own expense.

Geospatial Cloud Consultancy Service ("Call Off") days

1. Customers are encouraged to pre-purchase a block of Astun Consultancy

Service days (“Call-Off”) for Customer Specific Support as part of their G-Cloud 13 Call-Off Contract.

2. The Customer must provide a nominated contact who will be responsible for the creation of consultancy requests.
 - i. The nominated contact will be responsible for acceptance of any deliverables.
 - ii. Where deliverables have neither been accepted nor has written comment been received within six weeks of delivery then the Astun will consider the deliverables as accepted.
3. Astun provides such “Call-Off” on a time and materials basis. “Call-Off” days are based on 7 hours per day (“Call-Off Hours”). “Call-Off” hours are recorded in 30 minute intervals with parts thereof being considered as 30 minutes.
4. A monthly statement of your “Call-Off” Hours used can be provided to the nominated contact upon request.
5. Pre-purchased blocks of “Call-Off” days must be used within twelve months of purchase and cannot be carried forward to subsequent years.
6. The price and terms and conditions for “Call-Off” are detailed in our Astun Consultancy Services Service Definition
7. The scheduling of consultancy requests is to be by agreement between Astun and the Customer.

Support Classification

1. Faults shall be classified as to the effect that they have on the Customer’s working or operating system. The following severity classification shall be used to determine the response time for returning the system and Applications to a fully operational state and. Astun shall ensure all faults in the Applications are classified in accordance with this:
 - i. **Severity Class A – Emergency:** Any Applications problem resulting in serious loss or degradation of service or serious loss of functionality.
 - ii. **Severity Class B – Urgent:** Any Applications problem that reduces system security or data integrity, or which represents a serious threat to service.
 - iii. **Severity Class C - Non-urgent:** Low level Applications or procedural problems requiring resolution in defined time scales.
 - iv. **Severity Class D – Low:** Other low level Applications or procedural problems

Target Response Times

This section sets out the target response times to be achieved by Astun, so far as reasonable and practicable, in response to calls logged by the Customer.

Call Category	Remote Response	Resolution
Severity Class A	4 hours	1 working day
Severity Class B	8 hours	1 working day
Severity Class C	5 working days	5 working days
Severity Class D	10 working days	Next release of the Application

Escalation Procedure

We will allocate a specific and suitably qualified employee to any reported error in the software and provide a Case Identifier to the customer, allowing them to track progress in our support system. In the event of a fault not being resolved to the satisfaction of the customer, the issue will initially be handled by the customer's Account Manager with the option to escalate to the Managing Director.

Fair Use Policy

The aim of this policy is to ensure that no single client dominates Astun's support services to such an extent that it compromises the service it offers to the rest of its clients.