



Astun Platform

G-Cloud Terms & Conditions v15.0

1. Introduction

- a. These terms and conditions apply to the Astun Platform Services delivered by **Astun Technology Limited** ("Astun") of 2 West Street, Epsom, KT18 7RG, whose postal address is P O Box 696, Epsom, Surrey, KT17 9QL and who are registered in England (No 5410695) at Penrose House, 67 Hightown Road, Banbury, Oxfordshire, OX16 9BE and "you" the "Customer" as named in your Purchase Order.
- b. By using any of these services you agree to be bound by these terms, and any future amendments published by Astun, in addition to the terms of the G-Cloud 15 Call-Off Contract or other such licence agreement as may exist between you and Astun.
- c. In the event of a conflict or inconsistency, the terms of the G-Cloud 15 Call-Off Contract shall prevail.
- d. The Astun Platform is hosted by Amazon Web Services; and by using any of Astun's services you also accept the end user conditions within [Amazon's Customer Agreement](#)
- e. The Astun Platform services are provided subject to a subscription fee, and not an agreement for sale. This gives you certain limited rights to use the software as an online service subject to the relevant terms and support conditions and International intellectual property and copyright laws. Astun and its third party licensors retain exclusive title and ownership of all software and any licensors' data provided by Astun as part of the service.

2. Your Obligations

- a. 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.
- b. You must ensure that you have in place any data licences 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 licences is your responsibility.
- c. 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.
- d. 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.
- e. You are responsible for ensuring that you have adequate bandwidth to use Astun Cloud Software Services.
- f. 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.
- g. You confirm that you have all rights and licences necessary to supply your data to Astun for hosting within our service.
- h. 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.
- i. You agree that Astun Data Services are only used in compliance with the terms of licences from our licensors.
- j. 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 licence agreement on request.

- k. If you use our OS OpenData, OpenStreetMap services or syndicated OpenData feeds you agree to comply with the relevant licences for these data.
- l. You accept Astun's **Support Conditions for Astun Cloud Software Services (Appendix A)**

3. Warranty

- a. Astun shall provide the services using reasonable skill and care.
- b. Astun shall ensure the services conform to the requirements of any applicable law or code of practice.
- c. If access to the services has been provided free of charge for trial or any other purposes, you accept that the services are provided by Astun without SLA, warranty or any other condition.
- d. All other warranties expressed or implied are hereby excluded to the fullest extent permitted by law.

4. Charges

- a. You will pay Astun the fees set out in our Pricing Schedule for the specified services.
- b. Additional charges may be payable, in accordance with the applicable pricing schedule, if the specified usage or population bands are exceeded.

5. General

- a. You may not assign, novate, or otherwise transfer any of your rights under this agreement without our prior written consent.
- b. No delay or neglect in enforcing this agreement by Astun shall be deemed to be a waiver or prejudice our rights under this agreement.
- c. Any notice given under this agreement will be in writing and may be delivered by post or email. A notice will be deemed given when delivered. Astun will use the contact details provided by you (and amended by you from time to time) as the address to serve any notices under this agreement.

Appendix A: Cloud Software Services Support

Cloud Software Services Support comprises two elements:

- Application Support, which is included as part of all Astun Cloud Software services agreements.
- 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 Astun Cloud Software services agreement or purchased outside of your agreement.

General conditions

1. Application Support is limited to the Cloud Software Services detailed within your agreement 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 agreement, 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 Astun’s 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
 - a. Any cost of licences for access or other related cost shall be the Customer’s responsibility
 - b. 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 pre-purchased Astun Consultancy Service (“Call-Off”) days or to purchase additional days.
7. All support provision is subject to our Fair Use Policy.

What is included in iShare Application Support

1. Subject to payment of the Charges as detailed in your agreement, Astun shall provide the following Application Support:
 - a. Advice on maintaining the service(s)
 - b. Access to official and community forums
 - c. Advice on configuring and extending the service(s)
 - d. Instructions on how to remedy common faults
 - e. 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 make any patches (error corrections) available for implementation within 7 days of release and after confirmation from customer.

What is included in Customer Specific Support

1. Customer Specific Support includes advice on or resolution of problems with:
 - a. Any custom web page, data configuration or data manipulation processes
 - b. Custom configuration of Applications
 - c. Bespoke developments
 - d. Integration with other systems
 - e. Data
 - f. 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
 - g. 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
 - h. Applications not included within this Agreement
 - i. The underlying OSGeo technologies on which the Applications are built (including but not limited to PostGIS, MapServer and OpenLayers)
 - j. Diagnosis and/or rectification of problems not associated with the Applications
2. Astun will deduct the appropriate amount of time from your Astun Consultancy Service (Call-Off) days (see below) (or if such hours are not pre-purchased make additional charges) for Customer Specific Support requested by the Customer regardless of whether or not it is specifically covered 1.a to 1.j above.

Application Upgrades and Migrations

1. An Application Upgrade, also known as an "in-place upgrade" involves the update of the iShare application on the same hardware. Sometimes this may include the update of some of the underlying components on which iShare is built. Regular updates to our software are applied remotely and are included within your subscription.
2. A Migration is a major event requiring the installation of all components on different hardware or virtual machines. All useful configuration then has to be migrated to this new environment, updated as necessary and tested before users can be switched over. There will be a charge for the provision of new hardware and the significant effort that Astun will need to devote to transitioning users in a migration. The cost will be dependent upon the complexity of the implementation and the time and effort required

to complete the migration. You can utilise the “Consultancy Services for Call Off” included as part of your agreement and/or purchasing additional Consultancy Days in order to pay for a migration.

3. You are responsible for testing upgrades and migrations at their own expense.

Astun Consultancy Service (“Call Off”) days

1. The Customer must provide a nominated contact who will be responsible for the creation of consultancy requests.
 - a. The nominated contact will be responsible for acceptance of any deliverables.
 - b. 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.
2. 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.
3. A monthly statement of your “Call-Off” Hours used can be provided to the nominated contact upon request.
4. Pre-purchased blocks of “Call-Off” days must be used within twelve months of purchase and cannot be carried forward to subsequent years.
5. The scheduling of consultancy requests is to be by agreement between Astun and the Customer.

Support Classification and Target Response Times

Incidents shall be classified as to the effect that they have on the Customer’s operational system. The following severity classification shall be used to determine the Support Ticket response. Astun shall ensure all faults in the applications are classified in accordance with the following:

	Severity Class	Definition	Assessment Timeframe
P1	Emergency	Application problem resulting in serious loss or degradation of service or serious loss of functionality.	2 hours
P2	Urgent	Application problem that reduces system security or data integrity, or which represents a serious threat to service.	4 hours
P3	Non-urgent	Low level applications or procedural problems requiring resolution in defined time scales.	5 working days
P4	Low	Other low level applications or procedural problems	10 working days

Note:

- Our Guaranteed Response time is under 2 hours for all ticket classifications.
- Our Assessment Timeframe, is the period in which a Consultant will be assigned to review your ticket.
- The above timings are calculated by Astun, within our Standard Business Hours, so far as reasonable and practicable, in response to Support Tickets raised by the Customer.

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.