

Koha in the Catalyst Cloud: Service Level Agreement

Catalyst.Net Limited (Catalyst)

Version 1.0 (November 2016)

Introduction

- A. You have chosen Catalyst to provide Koha as Your library management system.
- B. The body of this Agreement sets out the applicable legal terms and conditions.
- C. Schedule A explains the level of hosting and support that Catalyst will provide for your Koha System.
- D. Schedule B explains Catalyst's support processes.
- E. Schedule C sets out the applicable Charges.

1 Definitions

- 1.1 Capitalised words are either defined in the Standard Terms and Conditions or in this Agreement. Unless the context otherwise requires:

“**Additional Service**” means a service as set out in Schedule B that is additional to the Services to provided by Catalyst under this Agreement.

“**Agreement**” means this Agreement and includes the Standard Terms and Conditions and any Schedules and Appendices to this Agreement.

“**Charges**” means the charges set out in Schedule C.

“**Hosting**” means the activities Catalyst performs to provide the Services.

“**Response Time**” means the target time taken for Catalyst to acknowledge receipt of a service call and to begin remedial action.

“**Service**” means the service provided by Catalyst as set out in Schedule A. The Service specifically excludes call centre support, consulting services, or software development services.

“**Software**” means any software supplied by Catalyst that forms part of the system.

“**Standard Terms and Conditions**” means Catalyst's Standard Terms and Conditions available at <https://www.catalyst.net.nz/terms>. These may be amended from time to time.

“**System**” means System software and application software that houses and delivers the Services

“**Term**” means the duration of this Agreement as specified in clause 7.

“**WRMS**” means Catalyst’s online help desk / Work Request Management System (WRMS) for the delivery of Catalyst’s service and support obligations under this Agreement.

“**You**” means any non-Catalyst party to this Agreement, and “**Your**” has a corresponding meaning.

2 Interpretations

2.1 For the purposes of interpretation and construction of this Agreement:

- (a) headings and underlining are for convenience only and do not affect the interpretation of the Agreement;
- (b) capitalised terms are either defined in the Standard Terms and Conditions or in this Agreement;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing a gender include any gender;
- (e) a reference to a part, clause, party or Schedule is a reference to a part, clause, party and Schedule respectively to this Agreement and a reference to this Agreement includes any Schedule and Appendix attached to it or incorporated in it by reference; and
- (f) each Schedule forms part of this Agreement as if its contents are fully set out in the body of this Agreement. In the event of any conflict the terms and conditions in the body of this Agreement shall prevail over those in the Schedules.

3 Standard Terms and Conditions

3.1 Catalyst’s Standard Terms and Conditions, available at <https://www.catalyst.net.nz/terms> are hereby incorporated into this Agreement by reference.

3.2 This Agreement may expressly override provisions of the Standard Terms and Conditions. Where such express provision is not made, the provisions of this Agreement shall be read as far as possible so as to preserve the effect of the Standard Terms and Conditions. Where inconsistency remains, the provisions of the Standard Terms and Conditions shall prevail over provisions of this Agreement that do not expressly overrule the Standard Terms and Conditions.

4 Catalyst’s Rights and Obligations

4.1 Catalyst will:

- (a) provide the Services set out in Schedule A to You pursuant to the terms and conditions set out in this Agreement; and
- (b) Catalyst will provide Additional Services as purchased by You at an additional charge in accordance with this Agreement.

4.2 Catalyst reserves the right, but does not assume the obligation, to monitor and investigate any violations or misuse of the Service. If Catalyst suspects any abuse, violations or misuse of the Service by You, Catalyst may suspend the Service in whole or in part.

- 4.3 Catalyst will notify You as soon as reasonably practicable upon becoming aware of any unlawful security breach, abuse, violation or misuse of the Service that may affect You or Your data.

5 Your Rights and Obligations

- 5.1 You are responsible for ensuring that any limitations on storage or the number of bibliographic records in Your Koha System detailed in Schedule A are not exceeded.
- 5.2 You are responsible for maintaining the security of Your access credentials and for all activities undertaken on Your account. Catalyst is not responsible for any unauthorised access to Your account. You must contact Catalyst immediately if You believe that Your credentials have been compromised, stolen or lost.
- 5.3 You may not use the Service for illegal activities or in connection with objectionable content.
- 5.4 You must only use the Service with content or data that is:
- (a) in the public domain;
 - (b) owned by You; or
 - (c) licensed to You and used by You in accordance with Your licence.
- 5.5 If You wish to direct changes to the Koha code included within the Service You must propose those changes to the Koha project repository through its patch submission processes. Those changes must then be accepted by the Koha project into a release. When Koha upgrades are carried out by Catalyst, an upgraded version of Koha incorporating the changes will be deployed to the Service.
- 5.6 You are solely responsible for the costs associated with the content or data that You use and for providing any information required by its licensors.
- 5.7 You are solely responsible for handling all legal notices relating to Your use of the Service.
- 5.8 You must immediately notify Catalyst if You become aware of any abuse, violation or misuse of the Service.

6 Payment

- 6.1 In consideration of the Services to be provided by Catalyst to You under this Agreement, You agree to pay the total fees incurred as set out in Schedule C.
- 6.2 The Charges are fixed for any period paid in advance by You. After that period, the Charges may be amended by Catalyst.
- 6.3 Other fees may from time to time be payable by You to Catalyst for any Additional Services to be provided by Catalyst during the Term of this Agreement.
- 6.4 The Charges for Services shall be invoiced in advance. Annual fees will be invoiced annually in advance. Support packages purchased will be invoiced in advance of work commencing.
- 6.5 This clause expressly overrides clause 23 of the Standard Terms and Conditions.

7 Term and Termination

- 7.1 This Agreement will commence on its Commencement Date and continue thereafter until termination in accordance with this clause.
- 7.2 This Agreement may be terminated for convenience by either party by giving ninety (90) days' prior notice in writing to the other party. Any fees paid in advance will not be refunded.
- 7.3 This clause expressly overrides clause 5.1 of the Standard Terms and Conditions.

8 Indemnity

- 8.1 Except where one of the parties is subject to the Public Finance Act (1989), each party agrees to defend, indemnify and save the other party, its affiliated and subsidiary corporations, its officers, directors, employees, agents, successors, shareholders and assigns harm from and against all liability, loss, expense, fines, penalties, or damages (including legal costs) to the extent such claim arises out of or is in any way connected with the non-performance or breach of any obligation imposed on the indemnifying party by the Agreement or other general laws and obligations or by reason of and to the extent of the fraud, negligence or wilful misconduct of the indemnifying party or any agent or employee of the indemnifying party.
- 8.2 The above indemnity shall survive the termination of this Agreement.

9 Warranties and Disclaimers

- 9.1 Catalyst represents and warrants that Catalyst is a company duly organized, validly existing and in good standing under the laws of New Zealand with full force and authority to conduct its business and own its property as such business is conducted and such property is owned by it.
- 9.2 Each party represents and warrants that:
 - (a) this Agreement constitutes a legal, valid and binding obligation of that party, enforceable against that party; and
 - (b) (ii) the execution, delivery and performance of this Agreement shall not conflict with, nor result in any breach of the provisions of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon any property of that party under the provisions of any agreement, or other instrument to which that party is a party or by which it or its property may be bound, other than this Agreement.

Schedule A Support and Hosting Services

Introduction

This Schedule describes the level of hosting and support that Catalyst will provide for your Koha System. The Service includes:

- A secure, fully-featured Koha instance in the Catalyst Cloud;
- All Koha software upgrades;
- A catalogue of up to 20,000 bibliographic records;
- Up to 2 GB of storage for items uploaded to Koha;
- The option to purchase support packages in advance as detailed in Schedule C;
- The use of the mykoha.co.nz DNS served via HTTPS; and
- Regular back-ups, with restoration in the case of server failure.

There are two types of support and Charges:

- **Services:** The service fee covers Catalyst staff and resources required to maintain the availability of the supported System.
- **Additional Services:** Support packages for user-initiated Additional Services and changes are purchased in advance, and covers Catalyst staff and resources required to respond to and action any requests for support.

The distinction between the Service and Additional Services is explained below.

As part of the Service, Catalyst provides housing, administration, and monitoring services for Your Koha System. We will keep the System in, and as necessary restore it to, good working order. Catalyst's pro-active services will be designed to promote continuous service to all System users with minimal disruption.

Additionally to the Service, Catalyst will also provide support services via our online Work Request Management System for clients who have purchased pre-paid support packages.

Included Activities

Technical and Administrative Activities

- (a) Catalyst agrees to provide hosting, administration, and monitoring on the System architecture (Hardware and System Software) and to keep the System in, or restore it to, good working order.
- (b) These activities are designed to promote continuous service to all users of the System with minimal disruption. Activities typically relate to assessing and addressing issues related to disk space usage, log rotations, error reports, and usage anomalies.

Health Monitoring

Catalyst will monitor the System to ensure the System and Software remain in good working order and are capable of achieving the Service Levels. To do this, Catalyst will monitor key health metrics such as CPU load, disk space usage, and memory usage.

Server Availability Monitoring

Catalyst will provide automated monitoring of server availability which will notify Catalyst's technical support, should a server problem arise.

Target Availability

Catalyst endeavours to fulfil the following production server availability levels:

- 99.5% online availability annually excluding planned outages, based on all hours operation;
- Planned Outages: less than 8 hours per month;
- Unplanned Outages: less than 3.7 hours per month.

Planned outage relates to events that are scheduled and notified in advance to You. It includes periodic upgrades and urgent maintenance to enhance performance or correct any problems. Planned Outages will be scheduled, at a time that is anticipated by Catalyst to cause the least disruption for the majority of users of the System.

Additional Support Services

Support packages for user-initiated additional support may be purchased in advance, and covers Catalyst staff and resources required to respond to and action any requests for support (see Schedule C, Service Charges).

For example, Catalyst will investigate bugs reported through WRMS for customers who have purchased pre-paid support packages. Where remedial action cannot be achieved within the support package, e.g. a bug in the core open source code, Catalyst will provide You with costed options to seek to address the issue. The work approval process that follows is defined in Schedule B.

Examples of Additional Support

- Changes or updates to the site theme;
- Developments;
- Creation of additional reports;
- Training; and
- Bug fixes that You request.

If You request a service that Catalyst cannot provide under the terms of this hosting and support Agreement Catalyst may offer to move the System to a high support tier.

Service Level

Catalyst's support activities are designed to promote continuous provision of the Service with minimal disruption. Services are provided on a reasonable efforts basis.

Activity Hours

Additional support is provided within New Zealand Business Hours.

Schedule B Support Processes

Requests for Support

Customers who have purchased pre-paid Support Packages may request additional support from Catalyst, see Schedule C, Charges.

Where You require additional support, Your authorised staff should create a work request or raise an issue by logging the request in Catalyst's Work Request Management System (WRMS). Your authorised staff will have direct access to WRMS to check request progress.

All work performed will be logged in WRMS.

Contact Details
Create a new work request at https://wrms.catalyst.net.nz

Logging a Work Request (WR) in WRMS

This service is available only when a support package has been purchased.

For all requests:

- A. Access support at <https://wrms.catalyst.net.nz>
- B. Create a new work request by clicking on the 'New Request' menu link.
- C. In the 'Brief' text box, enter a short title for the problem / request.
- D. Choose "Koha Library Management System" as the 'System'.
- E. Choose the appropriate code description for 'Type'.
- F. Select an 'Urgency' rating.
- G. Select an 'Importance' rating.
- H. In the 'Details' box, enter a full description of the problem / request and attach any supporting documents or screen-shots where possible ('Add File').
- I. Under 'Interested 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 'Interested User'. You may not add all Catalyst staff that you may wish to include. Appropriate Catalyst staff will be added by the Catalyst project manager.
- J. Click the 'Create' button (or 'Update' button, if changing an existing WR).
- K. Every user who was added to the WR receives an email notification unless they have turned off email notifications in their profile.

Notification of Problem Resolution Progress

Following their assessment or resolution of the problem, Catalyst will notify the You by updating the status of the WRMS work request.

Schedule C Service Charges

All prices are in New Zealand dollars (excluding GST) and are valid as of November 2016.

Ongoing Service Charges

Service	Service rate per year	Quantity	Price per year
Application and hosting support activities as detailed in Schedule A for an instance of Koha.	\$900	1	\$900 [†]

[†]This price is available with the following conditions:

- Services are purchased annually in advance.

Additional Support and Consulting

Where You require work outside of the hosting support provided in this Agreement, You may purchase Koha Support Packages.

Packages	Weka	Kaka	Tui	Kakapo*
Number of tickets	1	Multiple	Multiple	Multiple
Support	up to 4 hours	1.5 days	4.5 days	9 days
Validity †	One-off	4 months	6 months	12 months
Costs (NZ Dollars)	\$550	\$1,650	\$5,200	\$10,500

Days are calculated at 8 working hours per day. This indicates effort rather than duration of work.

Support packages must be purchased in advance of support being provided by Catalyst.

Support package time will be used by Catalyst staff to respond to and action all requests for support from You.

[†] Unused hours after the end of the support validity period will be used towards general bug fixing and feature development of Koha.

*When a Kakapo package is purchased, Catalyst will respond to "Critical" work requests within 1 New Zealand business day". Critical requests mean that Koha is unavailable, or that Search and/or Circulation in Koha are not working