

Maintenance Policy

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Overview

This policy defines the maintenance policy for the systems and data relating to Kulu Valley platform. These systems include but are not limited to the software components and customer data that comprise the Kulu Valley platform. The parts of the platform that are expected to be maintained include server and database infrastructure, the media asset store, Kulu Valley application code, associated software components and any relevant configuration.

Purpose

This policy is designed to ensure appropriate maintenance of infrastructure, software and components relating to the Kulu Valley platform.

Scope

This policy applies only to customers who have a valid licence or other agreement under which Kulu Valley supplies the software or software services (Customer Agreement). This policy covers all equipment and software owned and operated by Kulu Valley Ltd and any of its partners.

Definitions

Kulu Valley Platform – includes; server infrastructure, any relevant database tables, the media assets, Kulu Valley application code, associated components, and relevant configuration.

Maintenance – the provision of services and software after delivery of the Kulu Valley platform to correct faults, improve performance or other attributes, or to adapt the product to a modified environment

Upgrade – a new release of the Kulu Valley platform (software or infrastructure changes) that enhances the functionality of the product and/ or relates to a change to the release number of the product.

Planned Maintenance - means any activities undertaken by Kulu Valley or a third party on its behalf to maintain, fix, upgrade or enhance any aspect of the Subscription Services provided that such activities shall only be deemed Planned Maintenance where: (a) Kulu Valley has provided to Customer at least three (3) Business Days advance notice (which notice may be made via email) of those activities and the expected length of the activities.



Coverage

All software products and services provided by Kulu Valley are warranted on the terms of the Customer Agreement. Any replaced or corrected software is also subject to the warranties and provisions set forth in the Customer Agreement, including limitations and disclaimers.

Kulu Valley aims to release two major upgrades to the Kulu Valley platform per calendar year. Multiple minor upgrades may also be released throughout a calendar year.

Kulu Valley will utilise Planned Maintenance for major and minor upgrades to the Kulu Valley platform. Access to the Kulu Valley platform will be restricted during Planned Maintenance.

All reported software bugs will be fixed by Kulu Valley; an upgrade will be provided that fixes a reported bug, as and when possible, but no later than the next major upgrade.

Any reported bugs of a critical nature will naturally be dealt with as a matter of priority but Kulu Valley cannot guarantee a timescale. When a customer reports a problem with the Kulu Valley software then detailed steps on how to reproduce the problem must be provided by the customer.

Exclusions

This policy does not obligate Kulu Valley to provide maintenance services required as a result of modifications made by a customer to the software or to any computer program incorporating all or any part of the software.