

Terms and Conditions – Millersoft Managed ClickHouse Service

1. Definitions

In these Terms and Conditions: - **Service** means the Millersoft Managed ClickHouse Service as described in the Service Definition. - **Customer** means the organisation purchasing the Service. - **Supplier** means Millersoft Ltd. - **ClickHouse** means the open-source ClickHouse database software licensed under the Apache License, Version 2.0. - **Service Levels** means the SLAs and SLOs defined in the Service Definition or applicable contract schedule.

2. Scope of Service

2.1 The Supplier shall provide the Service in accordance with the Service Definition and these Terms and Conditions. 2.2 The Service includes managed operation, maintenance, and support of ClickHouse but excludes data modelling, analytics development, or bespoke software development unless expressly agreed in writing.

3. Customer Responsibilities

3.1 The Customer is responsible for data ingestion, schema design, query logic, and analytical use of the Service. 3.2 The Customer is responsible for data classification, retention, and compliance with applicable laws and policies. 3.3 The Customer shall ensure that authorised users comply with acceptable use, access control, and security requirements.

4. Open-Source Software

4.1 ClickHouse is provided under the Apache License, Version 2.0. 4.2 The Supplier does not claim ownership of ClickHouse or any other open-source components. 4.3 Open-source software is provided on an “as is” basis subject to the applicable licence terms.

5. Security and Compliance

5.1 The Supplier applies supplier-defined security controls aligned with UK Government Cloud Security Principles. 5.2 The Supplier does not warrant compliance with any specific accreditation unless explicitly agreed in writing. 5.3 The Customer remains responsible for ensuring the Service meets its assurance and accreditation requirements.

6. Service Levels and Credits

6.1 Service Levels are defined in the Service Definition or contract schedule. 6.2 Where the Supplier fails to meet an SLA, service credits may apply as described in the Service Definition. 6.3 Service credits are the Customer’s sole and exclusive remedy for SLA failures.

7. Change and Incident Management

7.1 The Supplier operates defined change, configuration, and incident management processes. 7.2 The Supplier will notify the Customer of significant incidents in accordance with agreed procedures.

8. Data Protection

8.1 Each party shall comply with applicable data protection legislation, including UK GDPR. 8.2 Where applicable, the Supplier acts as a data processor and processes personal data only on documented instructions from the Customer.

9. Confidentiality

9.1 Each party shall keep confidential information disclosed by the other party secure and confidential. 9.2 Confidentiality obligations survive termination of the Service.

10. Intellectual Property

10.1 Each party retains ownership of its pre-existing intellectual property. 10.2 No rights are transferred except as expressly stated in these Terms and Conditions.

11. Liability

11.1 Neither party excludes liability for death or personal injury caused by negligence, fraud, or fraudulent misrepresentation. 11.2 Subject to clause 11.1, the Supplier's total liability in any contract year shall be capped at the total fees paid for the Service in that year. 11.3 The Supplier shall not be liable for indirect or consequential losses.

12. Term and Termination

12.1 These Terms apply for the duration of the Service agreement. 12.2 Either party may terminate for material breach subject to a reasonable remedy period. 12.3 On termination, the Supplier shall provide reasonable assistance with service exit and data handover.

13. Force Majeure

Neither party shall be liable for failure to perform obligations due to events beyond reasonable control.

14. Governing Law

These Terms and Conditions are governed by the laws of England and Wales.

15. Order of Precedence

In the event of conflict, the following order applies: (1) Call-off contract or order form, (2) Service Definition, (3) These Terms and Conditions.