

Terms and Conditions – Millersoft Managed Apache Druid Service

1. Definitions

In these Terms and Conditions: - **Service** means the Millersoft Managed Apache Druid Service described in the Service Definition. - **Customer** means the organisation purchasing the Service. - **Supplier** means Millersoft Ltd. - **Apache Druid** means the open-source software licensed under the Apache License, Version 2.0. - **Service Levels** means the SLAs and SLOs defined in the Service Definition or 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 covers design, deployment, operation, and support of Apache Druid but does not include application development or data analytics services unless explicitly agreed.

3. Customer Responsibilities

3.1 The Customer is responsible for providing and maintaining the underlying cloud or infrastructure platform unless otherwise agreed. 3.2 The Customer is responsible for data classification, data content, and compliance with applicable laws and policies. 3.3 The Customer shall ensure that users comply with acceptable use and security requirements.

4. Use of Open-Source Software

4.1 Apache Druid is provided under the Apache License 2.0. 4.2 The Supplier does not claim ownership of Apache Druid or 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 shall apply supplier-defined security controls aligned with UK Government Cloud Security Principles. 5.2 The Supplier does not warrant that the Service will meet any specific accreditation or certification unless explicitly agreed in writing. 5.3 The Customer is responsible for ensuring the Service meets their 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 in accordance with the Service Definition. 6.3 Service credits are the Customer’s sole and exclusive remedy for SLA failures.

7. Change Management

7.1 The Supplier may make changes to the Service to maintain security, stability, or compliance. 7.2 Material changes will be communicated to the Customer in advance where practicable.

8. Incident Management

8.1 The Supplier shall operate an incident management process to detect, respond to, and resolve service incidents. 8.2 The Supplier will notify the Customer of significant incidents in accordance with agreed procedures.

9. Data Protection

9.1 Each party shall comply with applicable data protection legislation, including UK GDPR. 9.2 The Supplier acts as a data processor where applicable and shall process personal data only on documented instructions from the Customer.

10. Confidentiality

10.1 Each party shall keep confidential information disclosed by the other party secure and confidential. 10.2 Confidentiality obligations survive termination of the Service.

11. Intellectual Property

11.1 Each party retains ownership of its pre-existing intellectual property. 11.2 No rights are transferred except as expressly stated in these Terms.

12. Liability

12.1 Neither party excludes liability for death or personal injury caused by negligence, fraud, or fraudulent misrepresentation. 12.2 Subject to clause 12.1, the Supplier's total liability in any contract year shall be capped at the total fees paid for the Service in that year. 12.3 The Supplier shall not be liable for indirect or consequential losses.

13. Term and Termination

13.1 These Terms apply for the duration of the Service agreement. 13.2 Either party may terminate for material breach subject to a reasonable remedy period. 13.3 On termination, the Supplier shall provide reasonable assistance with service exit and data handover.

14. Force Majeure

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

15. Governing Law

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

16. 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.