

Kerridge Commercial Systems

Cloud Services

Service Description

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1. INTRODUCTION

1.1. Terms and conditions

- 1.1 (a) This document describes the Cloud Service(s) you (the Customer) have asked us (KCS) to provide. It sits alongside and forms part of the contract for the relevant Cloud Service(s) as identified on your Quotation or invoice for the purchase of the Cloud Service.
- 1.1 (b) If you are renewing, modifying, extending or continuing to utilize the Cloud Service beyond the initial term, then the Cloud Service will be subject to the then-current Service Description and Standard Terms of Conditions.
- 1.1 (c) While this document is a contractual agreement, where references are made to the Support handbook, the handbook itself is not a contractual document and is subject to reasonable change as our services evolve.

1.2. General Customer Responsibilities

- 1.2 (a) Authority to Grant Access. Customer represents and warrants that it has obtained permission for both Customer and KCS to access and use, whether remotely or in-person, Customer-owned or licensed software, hardware, systems, the data located thereon and all hardware and software components included therein, for the purpose of providing these Services. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Customer asks KCS to perform these Services.
- 1.2 (b) Customer Cooperation. Customer understands that without prompt and adequate cooperation, KCS will not be able to perform the Service or, if performed, the Service may be materially altered or delayed. Accordingly, Customer will promptly and reasonably provide KCS with all cooperation necessary for KCS to perform the Service. If Customer does not provide reasonably adequate cooperation in accordance with the foregoing, KCS will not be responsible for any failure to perform the Service.
- 1.2 (c) Data Backup. If necessary, customer will complete a backup of all existing data, software and programs on all affected systems prior to and during the delivery of this Service. Customer should make the regular backup copies, as appropriate, of the data stored on all affected systems as a precaution against possible failures, alterations, or loss of data.
- 1.2 (d) KCS does not take responsibility for third party warranties or for any effect that the Services that KCS perform may have on those warranties.

2. OVERVIEW OF CLOUD SERVICES AND RELATED SUPPORT SERVICE

Unless specifically stated to the contrary, KCS will provide and support the Cloud Services described in this Service Description for the products listed in "Appendix A to the Managed Services Service Description".

2.1. Cloud Services Availability

KCS will use reasonable efforts to maintain the availability of the Cloud Service in accordance with the Availability table below:

KCS Cloud Service	Availability
Hardware Cloud Service	
Hardware Cloud Service (High Availability)	99.5%
Hardware Cloud Service (Single Server)	98.5%
Hardware Service Provision (High Availability Shared Server LPAR "HSP-HA- USER")	99.5%
Hardware Service Provision (Shared Single Server LPAR "HSP-SS-USER")	98.5%
Hardware Service Provision (High Availability LPAR "HSP-HA")	99.5%
Hardware Service Provision (Single Server LPAR "HSP-SS-DR")	98.5%
Hardware Service Provision (Single Server LPAR "HSP-SS")	97.5%
Application Service Provision Service	99.5%
Web Cloud Service (based on Silver-Single Data Centre)	99.5%
Virtual Cloud Service	
Virtual Cloud Silver	99.5%
2-Tier Hosted Environment Silver (Single Data Centre) Architecture delivering a Database Service/Server on separate Operating System to the Application Service/Server Both Database and Application Servers can be physical or Virtual and will be located in the same Data Centre	99.5%
Virtual Cloud Gold (Dual Data Centre, second site infrastructure reservation)	99.95%
2-Tier Hosted Environment Gold (Dual Data Centre) Architecture delivering a Database Service/Server on separate Operating System to the Application Service/Server. Both Database and Application Servers will be Virtual and will be located in the same Data Centre, with a second site infrastructure reservation).	99.95%
Virtual Cloud Platinum (Dual Data Centre, second site infrastructure activated with OS, Database and application installed, "Oracle enablement" (Oracle high availability tools) not included in this module.	99.95%
2-Tier Hosted Environment Platinum (Dual Data Centre, second site infrastructure activated, OS, Database and Application installed). Architecture delivering a Database Service/Server on separate Operating System to the Application Service/Server. Both Database and Application Servers will be Virtual and will be located in the same Data Centre, with a second site infrastructure reservation).	99.95%
Dedicated Hardware – Maximum Availability Architecture – Dual Data Centre minimum, second site infrastructure activated with OS, Database and Application installed on a minimum of three nodes in production site and two nodes at second site. Storage and Networks components will be shared, with Compute resources of CPU and Memory being assigned to a single customer entity.	99.99%
Security Gateway Service	99.5%
MAM Software managed services	99.5%
<i>Targets correct as of May 2022</i>	

The Cloud Service will be Available for at least the percentage of the time shown in the relevant table in any given calendar month.

In connection with those tables, "Available" shall mean that KCS Cloud Service is available for use by the Customer (or authorised third party, as appropriate) in accordance with the following formula:

$$A = \frac{T - D - E}{T - E}$$

Where

A = Availability of the Cloud Service to the Customer, expressed as a percentage;
T = Total operation time in the month (i.e. 24 hours x number of days in month);
D = Total KCS Cloud Service downtime, during which the KCS Cloud Service is unavailable; and
E = Excusable Cloud Service Downtime;

The Cloud Service will be provided up to the stated availability except during:

- Time notified and agreed with the Customer
- Emergency maintenance
- End of day ("EOD") or background processing, carried out at times agreed with the Customer
- During disaster recovery rehearsals, major infrastructure changes or similar purposes (Upon 30 days' notice from KCS to the Customer and only outside of Service Hours)
- Excusable Cloud Service Downtime, defined as:
 - All Cloud Service downtime outside Support Hours;
 - Software locked for security or integrity reasons;
 - Misuse or user error of the Cloud Service on the part of the Customer;
 - Failure of hardware or software, or Third Party Software / Databases, where the maintenance of such is not the responsibility of KCS;
 - Failure of communication links;
 - Time scheduled and agreed by the Customer for maintenance;
 - Customer's failure to make available information necessary for KCS to operate the Cloud Service;
 - The failure or poor performance of, or unauthorised access to, the Customer's local computer equipment, local area network, wide area network or Internet connections or the failure or poor performance of the power source and/or power supply at the Customer site;
 - Any changes or modifications made to Customer's operating system, environment, equipment or the KCS Software, other than those made by KCS or its agents; or
 - Any failure of the Customer to perform the Customer's obligations

2.2. Service Credits

The provisions of this paragraph shall start on the first day of the calendar quarter following the start of the relevant Cloud Service.

- Where the actual Availability was less than the percentage specified in the relevant table for the particular Cloud Service in the previous calendar month (Excl. MAM, where availability is calculated 24/7 over any given three month period) the Customer can claim a service credit.
- Any such claim must be made within thirty days of the end of the period for which the service credit is claimed. The service credit shall be equal to one and a quarter percent (1.25%) of the amount paid for the relevant Cloud Service for that month for each whole percentage point that the Availability falls below the agreed Availability level, subject to a

maximum service credit in any month of five percent (5%) of the amount paid for the relevant Cloud Service for that month.

- Subject to agreeing to a service credit claim, and in satisfaction of that claim, KCS will issue a credit note to the Customer within 30 days of acceptance of the claim which may be set against a future invoice from KCS in respect of the related Cloud Service.
- Claims for service credits are only applicable for the following Cloud Services; Hardware Cloud Service, Hardware Service Provision when combined with the Disaster Recovery, Virtual Cloud, Application Service Provision and the Web Cloud Service. Service credits are not applicable to the Business Continuity Service when provided on its own.
- The provisions above set out the entire liability of KCS and the Customer's sole remedy, whether in contract or tort (including negligence) or otherwise for the failure to maintain the agreed Availability in respect of the relevant Cloud Service.

2.3. Cloud Services Support

Each Cloud Service is supported by a support team which provides relevant support services. For the purposes of information only, details of such relevant support services can be found in the "Cloud – Managed Services Service Description" & "Cloud – Customer Responsibilities" documents available on the customer portal.

2.4. Target Response Times

Incidents

Call Priority	Effect on the System	Examples of the effect of the problem	Target response within (hours)	Initial Update	Update Frequency Objective
1	CRITICAL	<ul style="list-style-type: none"> • The entire System is inaccessible to the majority of Users. • Unable to perform Business Critical functions. 	1	1 Hour	Every Hour
2	HIGH	<ul style="list-style-type: none"> • Seriously degraded Business Critical function(s) impacting multiple/key Users. Workaround is complex/lengthy/unavailable. 	3	Same / next working day	Every other business day
3	MEDIUM	<ul style="list-style-type: none"> • Business Critical function seriously impacting multiple/key Users, with acceptable Workaround. • Other significant non-Business Critical impact issues. 	5	URGENT <small>Please Contact the Customer Advice Line if a Medium Priority Incident is urgent so we can set the urgent flag</small>	On request or view on line
				Routine	On request or view on line
4	LOW	<ul style="list-style-type: none"> • Minor business function impacted. • Functionality clarification. • Apparent inconsistencies in data. 	10	Drawn down using self-pick / touch and hold	On request or view on line
5	ENQUIRY ¹	<ul style="list-style-type: none"> • Simple "How to" requests • A query regarding the future or potential use of the System. 	30	Drawn down using self-pick / touch and hold	On request or view on line

KCS will exercise reasonable commercial endeavours to respond to all calls within the shortest possible time, consistent with the agreed Call Priority, during entitled Support Hours.

¹ Facility not currently available for all Support teams

Service Requests (Support)

Call Priority	Effect on the System	Examples of the effect of the problem	Target response within (hours)	Initial Update	Update Frequency Objective
1	CRITICAL	<ul style="list-style-type: none"> Not applicable to a service request. 	N/A	N/A	N/A
2	HIGH	<ul style="list-style-type: none"> Emergency Supported Software release to fix a business affecting area with no Workaround. 	5	Same / next working day	Weekly
3	MEDIUM	<ul style="list-style-type: none"> Setup of new printer². Install of Service Pack for specific deadline. 	10	As mutually agreed	As mutually agreed
4	LOW	<ul style="list-style-type: none"> New installations of Supported Software. Request for Service Pack. Chargeable installations. Live to test copy. Request for set up/configuration changes. Simple "How to" requests A query regarding the future or potential use of the System. 	20	Drawn down using self-pick / touch and hold ³	On request or view on line

2.5. Customer responsibilities

2.5 (a) You (the Customer) are responsible for:

- Providing an "Initial Support Service" to your users of the relevant Cloud Service, which shall include, but not be limited to:
 - taking all requests for assistance from those users in the first instance prior to any referral to KCS
 - undertaking preliminary problem diagnosis
 - ensuring problems that can be resolved without reference to KCS are resolved internally and are not logged as a call with KCS
 - ensuring that KCS's procedures for logging Calls are adhered to
 - monitoring outstanding Calls, and, where necessary progressing or escalating calls
 - co-operating with KCS in the diagnosis of any error or defect in the Cloud Service.
- Ensuring that:
 - your Initial Support Service team receives and continues to receive sufficient training in the use of Cloud Service in order to perform the Initial Support Service
 - your Initial Support Service is always available when any member of the Customer's personnel may require assistance and before the Customer makes use of the relevant Cloud Service Support Level
 - the Initial Support Service team members contact KCS for assistance only if they are unable to resolve the issue
 - only members of your Initial Support Service team log Calls with KCS
 - KCS is informed when users leave the relevant Cloud Service so their User ID can be deleted

Nominating a senior member of personnel with sufficient authority to make important decisions regarding the use of the Cloud Service ("Senior Customer Representative"). Details of the

² Where entitled

³ Where work is chargeable this will be measured from receipt of signed Purchase Order

responsibilities are prescribed in the “Cloud - Customer Responsibilities” document available on the Customer Portalⁱ.

- You are responsible for any loss or damage to your own hardware or other equipment. You should maintain, for the duration of the Contract, at your sole expense, insurance against all risks, including without limitation, insurance for loss, direct damage to your own hardware or equipment, loss by fire (including extended coverage), theft, public liability and damage to property of others
- If you permit a third party to use a Cloud Service, you are responsible for the acts and omissions of that third party. You will need to ensure that such third party does not do nor omits to do anything that would cause you to be in breach of its obligations under the Contract. You indemnify KCS and hold KCS harmless against any and all claims by third parties connected with or relating to such third parties use of a Cloud Service
- You use the Cloud Service in accordance with the Contract and for your sole and exclusive use for your internal business and operational use only. Any resale or onward supply of the Cloud Service in whole or in part is strictly prohibited without the prior written agreement of KCS
- At all times you must use the Cloud Service in accordance with the Contract. Any failure by you to comply with this obligation, which is not remedied to the reasonable satisfaction of KCS within 48 hours (or such shorter time period as may be reasonable in the circumstances) of notice to do so shall be deemed to be a material breach of the Contract

2.6. Excluded Services

Certain services, whilst excluded, may be made available to the Customer at KCS prevailing rates; examples of such Services are below and more detail is available in the “Excluded Services” section of the Support Handbookⁱ.

- Any defects or errors resulting from any modifications to the system setup made by any person other than KCS
- Inappropriate use of the Software, or operator error
- Any fault in any Third Party Software / Database
- Investigation or work carried out at your request but which we find, in our reasonable opinion, is not necessary because there is no defect or error with or in the Managed Service
- Work undertaken as a result of your failure to meet your obligations under the Contract
- Services performed outside the Managed Service Support Hours at the Customer’s request
- Requests for full infrastructure and system (physical or virtual) security audits by a third party appointed by you.

- 2.6 (a) If KCS considers that a requested service does not qualify as part of any contracted Cloud Service, the request will be discussed with you. We reserve the right to charge for work done outside the scope of this agreement.

2.7. Customer Data

- 2.7 (a) In the course of providing the Cloud Service, we and/or our agents, contractors or sub-contractors may need to copy, modify or adapt Customer Data or process the Customer Data. You hereby grant us (the KCS Service Partner or our contractors or sub-contractors) a non-exclusive licence to use your Customer Data solely for the purposes of providing the Cloud Service, inclusive of creating and maintaining development and testing systems utilised by you or us for reasons of proving and validating software issues or systems availability issues
- 2.7 (b) We will back up the Customer Data in accordance with the provisions described in the contract.
- 2.7 (c) During the term of the Contract, we will provide you and your authorised agents with reasonable access to the Customer Data and shall provide reasonable assistance for the purpose of you or your agents:
- Carrying out an audit of KCS's compliance with the Contract, or
 - Testing the Customer Data to establish its authenticity

2.8. Set-Up and Security

Details of Set-Up and Security are prescribed within the "Set-Up and Security" section of the Support handbook¹.

3. CLOUD SERVICES: K-CLOUD

Descriptions can be found in the "Appendix 1 Cloud Services – Service Descriptions" to the Support Handbook¹.

4. CLOUD SERVICES: K-CLOUD RELATED SERVICES

Descriptions can be found in the "Appendix 1 Cloud Services – Service Descriptions" to the Support Handbook¹.

5. CLOUD SERVICES: NETWORK SERVICES

Descriptions can be found in the "Appendix 1 Cloud Services – Service Descriptions" to the Support Handbook¹.

6. CLOUD SERVICES: OTHER CLOUD SERVICES

- 6.1 Descriptions can be found in the "Appendix 1 Cloud Services – Service Descriptions" to the Support Handbook¹.

6.2 Autopart Azure SQL Managed Instance Service

Azure SQL Managed Instance is delivered through on-demand virtualised technology; it is a Service to enable Transactional Replication at the database layer for the KCS Autopart Software, leveraging a PaaS database layer within Azure, and delivers the following:

- Creation of client database(s)
- The provision of an Azure SQL Managed Instance.
- Database failover capability within a single Azure availability zone.
- Read offload capability: a dedicated read only connection string to the database service.
- Enablement of read only reporting functionality within the Autopart software.
- 24/7 monitoring of the SQL database availability.

- Import of client data (to be provided by Customer).
- Configuration of users and associated policies.
- Configuration of backup and retention policies (to be provided by the Customer).

Service Request	Included
Start/Stop Database Services	✓
Create New Database	✓
Remove Database	✓
Pause / Resume / Restart / Stop an instance of the Database	✓
Configure a database user and role/permissions	✓
Perform Database backup	✓
Verify a backup operation	✓
Perform/Apply a point in time restore of the database	✓
Create/ Modify/ Remove a database maintenance job	✓
Amend database security policy	✓

Service Limitations

The following are excluded from the Autopart Azure SQL Managed Instance Service:

- Authoring or optimising SQL queries that are to be executed on the read only replica; and
- Performance troubleshooting of a read only replica where queries have not been deployed by KCS; and
- Technical support for testing of a Customers own Disaster Recovery or Business Continuity plans; and
- Performance troubleshooting of a read only replica where queries have not been deployed by KCS; and
- Gathering of data from the Customer source environment.

SCHEDULE 1 - GLOSSARY

A full glossary can be found in the “Glossary” section at the end of the Support Handbook¹.

¹The handbook itself is not a contractual document and is subject to reasonable change as our services evolve.