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**SCHEDULE I4**

**K5 Cloud Services**

**Version History**

<b>Version No.</b>	<b>Date</b>	<b>Comments</b>
13.0	06/11/2019	Added as per CCN1645

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**SCHEDULE I4**

**K5 CLOUD SERVICES**

**1. INTRODUCTION**

- 1.1 This Schedule shall not apply in the circumstances where Post Office (or a third party acting on behalf of Post Office) has direct access to the K5 cloud platform for the purposes of test and development in a separate environment to the Horizon production environments. In such circumstances, such access and use of the K5 cloud platform shall be undertaken pursuant to clause 76.
- 1.2 Paragraph 2 of this Schedule sets out the provisions that shall apply in respect of the Cloud Services, amending or supplementing the terms and conditions of the Agreement as they apply to the Cloud Services.

**2. SUPPLEMENTARY TERMS**

**2.1 Termination**

- 2.1.1 Subject to paragraph 2.1.2, Fujitsu Services may, upon not less than 12 months' prior written notice elect to discontinue all or part of the K5 Cloud Services (such as, but not limited to, where Fujitsu Limited or Fujitsu Services closes the K5 cloud platform or no longer supports a particular element which is needed by the Post Office), in which case, Fujitsu Services shall, at its cost, migrate the Cloud Services to an alternative platform as may be selected by Fujitsu Services provided that: (i) Fujitsu Services has acted reasonably and sought to take into consideration any concerns raised by Post Office as to such alternative platform; and (ii) the alternative platform provides a service that is equivalent to or better than the K5 Cloud Services with respect to performance, functionality and security. Fujitsu Services agrees that the total Charges payable by the Post Office for the Cloud Services shall be unaffected notwithstanding the migration to the alternative platform. Subject to paragraph 2.1.2, in the event that the Post Office incurs any costs as a result of any such move to an alternative platform, Fujitsu shall be liable to the Post Office for such reasonably demonstrable costs provided that these shall not exceed £1,000,000.
- 2.1.2 Paragraph 2.1.1 shall not apply with respect to the implementation of those projects that are agreed between the parties as using the K5 cloud platform only on a temporary basis prior to migration to an alternative cloud platform (currently being HNGT, HIH and Agent's Portal). Instead, the movement of

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such projects to alternative cloud platforms is hereby agreed by Post Office, subject to the costs of such movement being agreed by the parties.

## 2.2 No Direct Access

- 2.2.1 The parties agree that the Post Office shall not have the right to directly access the K5 cloud platform and will not be provided with any administration rights to do so. Any access by the Post Office (or any of its personnel, agents or subcontractors) shall be a breach of this Agreement. Should Post Office request any such direct access, Fujitsu Services shall deny such request and escalate the same to the Post Office's Group CIO. In the event that Post Office repeatedly breaches the provisions of this paragraph 2.2.1, Fujitsu Services shall be entitled (provided it has first escalated the same to the Post Office's Group CIO), on no less than six months' prior written notice to the Post Office, to migrate Post Office to an alternative platform and Post Office shall pay the reasonable costs associated with such move. Fujitsu Services shall nevertheless maintain the provision of the Services throughout any such migration.
- 2.2.2 In the event that Post Office subsequently wishes to have (or wishes one of its subcontractors or agents to have) direct access to the K5 cloud platform, the parties will agree any necessary operational changes to the Cloud Services.

## 2.3 Changes

- 2.3.1 Fujitsu Services may: (i) change and discontinue at its discretion any of the Cloud Services; (ii) change or remove features or functionality of any of the Cloud Services from time to time; and (iii) change the Service Descriptions relating to the Cloud Services. Unless paragraph 2.3.2 below applies, such a change will not require approval from the Post Office.
- 2.3.2 Where any proposed change is material and may degrade the functionality, performance or security of the Cloud Services, in the reasonable opinion of the parties (as discussed in the appropriate governance forum), Fujitsu Services will provide the Post Office with at least 3 months' prior written notice before such change is implemented and the parties will agree the manner in which the effects of the change can be mitigated. Where appropriate mitigations are not possible, Fujitsu Services shall migrate the Cloud Services to an alternative platform in accordance with the provisions of paragraph 2.1.
- 2.3.3 For the avoidance of doubt, where any change to the Cloud Services may impact any software licensed to Post Office by a third party independently of

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Fujitsu Services, such change shall be assessed in accordance with paragraphs 2.3.1 and 2.3.2.

- 2.3.4 Without prejudice to clause 4, the parties will include, as an item within the appropriate governance forum, a forward-looking schedule of changes to the Cloud Services. Fujitsu Services will use its reasonable endeavours to keep the list up dated such that, where possible, changes proposed are included at least 6 months in advance.
- 2.3.5 The parties agree that prior to the commencement of any Services that make use of the K5 cloud platform in a live environment, the parties will agree through the Change Control Procedure any necessary changes to the service descriptions within the Agreement that relate to the use of the Cloud Services.

## 2.4 Customer Content

- 2.4.1 Post Office is responsible for the Customer Content and: (a) shall ensure that it does not, and that its End Users do not, use the Cloud Services to transmit any Customer Content which is unlawful, fraudulent, defamatory, offensive, obscene or that may bring Fujitsu Services or any other member of its group's reputation into disrepute or cause harm or damage in respect of any person, entity, network or system; (b) shall obtain all necessary permissions to use, provide, store and process Customer Content; and (c) shall grant Fujitsu Services permission to use Customer Content to provide the Cloud Services to the Post Office and any End Users.
- 2.4.2 "**Customer Content**" means the data, information and material, including the Application Software and any data, text, audio, video, images or other content, that the Post Office or the End User provider, transmits or stores using any of the Cloud Services, excluding any such data, information or material created or provided by Fujitsu Services.

## 2.5 Information Security

- 2.5.1 Fujitsu Services may install an intrusion detection system ("**IDS**") in Fujitsu Services' equipment in order to help detect communications attempting to disrupt or disable any of the Cloud Services, hack into Fujitsu Services' equipment, or perform hacking using Fujitsu Services equipment, including equipment installed for providing the Cloud Services (collectively, "**Offensive Communication**"). The contents of any communications with Fujitsu Services' equipment or using Fujitsu Services' equipment may be verified by Fujitsu Services through the IDS to determine whether such communications are Offensive Communications. Fujitsu Services may tabulate and analyse the records of Offensive Communication obtained with the IDS, create statistical data, and use and process the same only for

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purposes of improving the security of any of the Cloud Services, the Fujitsu Environment and Fujitsu Services' other products and services.

**2.6 Acts of Emergency**

- 2.6.1 In the event of an emergency and where necessary to protect the integrity of the Cloud Services or to manage or prevent a security risk, Fujitsu Services may temporarily interrupt the Cloud Services and Fujitsu Services shall use reasonable efforts to notify the Post Office promptly upon any such requirement. For the avoidance of doubt, no such interruption shall act to relieve Fujitsu Services from its obligations to provide the Services in accordance with the Service Levels, nor shall it in any way act as a relief event in respect of any such Service Levels.