

**SERVICE ORDER: Cascade Protect M365**

**1 1. KEY TERMS**

<b>EFFECTIVE DATE:</b>	THIS SERVICE ORDER SHALL GO INTO EFFECT ON THE DATE THE SERVICE IS PROVISIONED AND ONBOARDING OF THE CLIENT ONTO THE SERVICE BEGINS.
<b>INITIAL TERM:</b>	AS SET OUT IN THE QUOTE.
<b>MILESTONES (IF ANY):</b>	AS SET OUT IN THE QUOTE.
<b>SITE(S):</b>	AS SET OUT IN THE QUOTE
<b>DELIVERABLES (IF ANY):</b>	6 monthly health check report
<b>CHARGES AND PAYMENT TERMS:</b>	AS SET OUT IN THE QUOTE.
<b>CUSTOMER EQUIPMENT (IF ANY):</b>	AS SET OUT IN THE QUOTE.
<b>SUPPLIER EQUIPMENT (IF ANY):</b>	AS SET OUT IN THE QUOTE.
<b>PLAN:</b>	AS SET OUT IN THE QUOTE.
<b>NO. OF LICENSES</b>	[AS SET OUT IN THE QUOTE].

- 1.1 Cascade is a trading name of Computerworld (Systems) Limited. Throughout this Service Order, references to Cascade shall also include Computerworld (Systems) Limited. Computerworld (Systems) Limited and Cascade are used interchangeably to represent our business and services.
- 1.2 This Service Order is entered into pursuant to the Quote issued by Cascade (the **Supplier**) to the customer as set out in the Quote (the **Customer**), and the Supplier's terms and conditions contained in the Quote (**Terms**).
- 1.3 This Service Order is dated on signature of the Quote by both parties.
- 1.4 Unless the context otherwise requires, or otherwise defined in this Service Order, defined terms in this Service Order shall have the same meaning as the defined terms in the Terms and the Quote.

- 1.5 Save as may be varied by or otherwise set out in this Service Order, Clause 4 to clause 32 of the Terms shall apply mutatis mutandis to this Service Order.
- 1.6 By accepting the Supplier's Quote, the Customer has agreed to accept and be bound by the terms of this Service Order.
- 1.7 In the event there is conflict between the Terms and this Service Order, the terms of this Service Order will prevail.
- 1.8 In the event there is conflict between the Service Order and the Quote, the terms of the Quote will prevail.
- 1.9 The Supplier will supply the Customer with the Cascade Protect M365 Service as per the terms of this Service Order, the Quote and the Terms (**Kascade Protect M365 Service**).
- 1.10 The Customer acknowledges that the Cascade Protect M365 Service is underpinned by services provided by Barracuda Networks, Inc (Barracuda). As such, the Customer agrees to be bound by (i) a separate end user licence agreement with Barracuda, which can be accessed [here](#) (**Barracuda EULA**); and (ii) a separate data processing agreement with Barracuda, which can be accessed [here](#) (**Barracuda DPA**)(together, the **Barracuda Terms**). The Customer shall observe and comply with the Barracuda Terms at all times. The Supplier accepts no liability for any breach of the Barracuda Terms by the Customer.
- 1.11 The Licences shall be granted directly by Barracuda to the Customer pursuant to the Barracuda Terms and the Supplier shall not be party to the Barracuda Terms, nor shall it be subject to any rights or obligations under the Barracuda Terms. Further, the Supplier shall not be liable to the Customer for any claims arising from or in connection with the Barracuda Terms.
- 1.12 The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses suffered or incurred or paid by the Supplier arising out of or in connection with any claim brought against the Supplier, its agents, subcontractors or consultants in connection with any breach or non-compliance with the Barracuda Terms by the Customer.

## 2 DEFINITIONS

- 2.1 The following definitions and rules of interpretation apply in this Service Order:

<b>Annual Service Review</b>	the annual review meeting of the Cascade Protect M365 Service arranged by the Supplier and held between the parties to ensure the Cascade Protect M365 is providing value for money alongside discussing and addressing any service deficiencies or improvements to the service.
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<b>Business Day</b>	day other than a Saturday, Sunday or public holiday in England and Wales when banks are open for business.
<b>Business Hours</b>	means the Supplier's standard business hours between 8am – 6pm on a Business Day.
<b>IT Service Management Solutions</b>	means the Supplier's software that allows for tracking of Customer issues and updates through tickets.
<b>Licence</b>	The licence granted to the Customer by Barracuda to use the Cascade Protect M365 Service in accordance with the Barracuda Terms.
<b>Plans</b>	Premium, Advanced ,Standard plans and M365 Backup plan, as defined in clause 0 below.
<b>Quote</b>	the unified quote template populated with the Customer's details by the Supplier.
<b>Service Delivery Manager</b>	means the person(s) responsible for the following in relation to the Cascade Protect M365 Service; <ul style="list-style-type: none"> <li>• delivery of the Cascade Protect M365 Service;</li> <li>• ensuring the Cascade Protect M365 Service is meeting Customer's expectation; and</li> </ul> ensuring the parties are compliant with the contractual obligations.
<b>SLA</b>	Service Level terms set out in clause 4.
<b>Successive Term</b>	any additional term after the Initial Term of this Service Order, as further detailed in the Terms.
<b>Term</b>	means the Initial Term and any Successive Term.

### 3 Service Offering

3.1 The Supplier shall, from the Effective Date provide the below Plan (being either the Standard, Advanced or Premium Plan), as set out in the Key Terms.

3.2 The Customer will only be entitled to purchase either the Premium, Advanced or Standard Plan. However, the Customer may purchase the M365 Backup Plan as an add-on.

M365 Backup Plan	<p>The M365 Backup plan includes:</p> <ul style="list-style-type: none"> <li>• Barracuda Cloud to Cloud Backup for all licensed users</li> <li>• Email and telephone support with Kascade during Business Hours</li> </ul>
Standard Plan	<p>The Standard plan includes:</p> <ul style="list-style-type: none"> <li>• Barracuda Email Security for all licensed users</li> <li>• Barracuda Advanced Threat Protection (<b>ATP</b>) for all licensed users</li> <li>• Barracuda Sentinel for all licensed users</li> <li>• Email and telephone support with Kascade during Business Hours</li> <li>• A feature review conducted by the Supplier every 6 months during the Term.</li> <li>• Annual Service Review</li> </ul>
Advanced Plan	<p>The Advanced Plan includes:</p> <ul style="list-style-type: none"> <li>• Barracuda Email Security for all licensed users</li> <li>• Barracuda ATP for all licensed users</li> <li>• Barracuda Sentinel for all licensed users</li> <li>• Barracuda Sentinel Forensics for all licensed users</li> <li>• Email and telephone support with Kascade during Business Hours</li> <li>• A feature review conducted by the Supplier every 6 months during the Term</li> <li>• Annual Service Review</li> </ul>
Premium Plan	<p>The Premium Plan includes:</p> <ul style="list-style-type: none"> <li>• Barracuda Email Security for all licensed users</li> <li>• Barracuda ATP for all licensed users</li> <li>• Barracuda Sentinel for all licensed Users</li> <li>• Barracuda Sentinel Forensics for all licensed users</li> <li>• Barracuda Phishline for all licensed users</li> <li>• Email and telephone support with Kascade during Business Hours</li> <li>• A feature review conducted by the Supplier every 6 months during the Term</li> <li>• Annual Service Review</li> </ul>

## 4 SERVICE LEVELS

### 4.1 Support process

4.1.1 The Supplier offers two methods of contacting the Supplier's support team – via telephone or email to the following details:

Telephone	0344 833 0601
Email	support@Kascade.co.uk

### 4.2 Support Service Incident Priority and Response Times

4.2.1 Incident priorities will be recorded as a ticket by the Customer at the time of logging a case, which shall be revised by the Supplier's support team (**Tickets**).

4.2.2 If the Customer is not satisfied with a revised priority of a Ticket, then this will be a matter for negotiation and escalation as required.

4.2.3 Supplier will use reasonable endeavours to ensure that 98% of Tickets are triaged and prioritised within 1 hour of receipt. If the Supplier fails to comply with this obligation on 3 occasions during a calendar month, the Customer shall have the right to terminate this Service Order under clause 14.1.2 of the Terms if the termination notice is received by the Supplier before the end of the following calendar month.

4.2.4 The Supplier will use reasonable endeavours to ensure that 98% of Tickets are resolved within the timeframes according to the Incident Priority table below. If, during a calendar month, the Supplier fails to resolve 3 P1 and/or P2 Tickets within the timeframes according to the Incident Priority table below, the Customer shall have the right to terminate this Service Order under clause 14.1.2 of the Terms, if such termination notice is received by the Supplier before the end of the following calendar month.

4.2.5 Where Tickets are awaiting third party input, are being monitored to see if the fix is working, or waiting for a client response, this will pause the resolution time until such time as an appropriate response is received.

#### 4.3 Support Service Incident Priority & Response Times

4.3.1 Incident priorities will be recorded by the Supplier at the time of logging a case according to the severity of the request.

4.3.2 The Incident Priority table below summarises the fix time SLA

Incident Priority	Description of Priority and Timeframe	Service Level
P1	High Priority: Complete loss of the service, or application.	within 4 Business Hours
P2	Medium Priority: Significant issue affecting one or several users or a portion of the service.	within 1 Business Day
P3	Low Priority: Minor issue affecting non-critical functionality.	within 3 Business Days
P4	General Queries: Advice, Administrative changes, etc.	within 5 Business Days

#### 4.4 Incident escalation

4.4.1 Incidents are managed by the Supplier through the IT Service Management Solution. Incidents that move outside SLA are automatically escalated to the relevant Service Desk Manager.

4.4.2 SLA performance is reviewed as part of the Annual Service Review, or on an add hoc basis should a valid need arise, by the Service Delivery Manager.

## 5 ADDITIONAL TERMS

The following additional terms apply to the provision of the Cascade Protect M365

### 5.1 Suppliers systems

- 5.1.1 The Customer allows the Supplier to add the clients user names and email addresses to its various monitoring and management solutions which may change from time to time.

### 5.2 Support

- 5.2.1 All support requests shall be logged with the Supplier's Service Desk who will perform initial triage and remediation.
- 5.2.2 Tickets will be automatically escalated by Cascade to Barracuda as required for remediation.
- 5.2.3 All support requests are only responded to during Business Hours,

### 5.3 Billing

- 5.3.1 The Customer may increase the number of Licenses for the Cascade Protect M365 Service at any point during the Initial Term (or any subsequent Term) of the Service Order.
- 5.3.2 The Customer may not reduce the number of Licenses below the initial amount as set out in the Quote for the duration of the Term.
- 5.3.3 The Customer may, on giving the Supplier at least two months' written notice prior to the end of the relevant Term, request to reduce the number of Licenses in use for any agreed Successive Term.
- 5.3.4 The Customer must ensure they purchase a sufficient amount of Licenses to cover the number of users protected by the Cascade Protect M365 Service.
- 5.3.5 Customer may not mix and match Premium, Advanced or Standard Plans, but may add the M365 Backup Plan to any other plan.
- 5.3.6 The Supplier reserves the right to apply additional Licenses to this Service Order should it be discovered the Customer has added additional users to the Cascade Protect M365 Service without informing the Supplier. If the Customer has added additional users to the Cascade Protect M365 Service without informing the Supplier, then without prejudice to the Supplier's other rights, the Customer shall pay to the Supplier an amount equal to such underpayment as calculated in accordance with the Charges within [10] Business Days, following receipt of written notice by the Supplier.

5.3.7 Subject to providing the Customer with written notice, the Supplier reserves the right to increase the fees at any time, to reflect any increases in Barracuda's fees.

#### 5.4 Description of Personal Data Processing

5.4.1 The data processing activities carried out by Supplier are described as follows:

##### **5.4.1.1 Subject matter**

For the purposes of providing the Cascade Protect M365 Service to the Customer.

##### **5.4.1.2 Duration**

The Term of the Agreement until the deletion of the personal data in accordance with the Agreement.

##### **5.4.1.3 Nature and purpose**

For the purposes of providing the Cascade Protect M365 Service to the Customer.

##### **5.4.1.4 Data categories**

The categories of personal data which are provided by the Customer to the Supplier for the Cascade Protect M365 Service.

##### **5.4.1.5 Data subjects**

The personal data of the Customers' employees and/or authorised users which is provided to the Supplier for the Cascade Protect M365 Service, which may include their names, email addresses and/or telephone numbers.

5.4.2 In accordance with clause 2.6 and clause 2.9 of Schedule 1 of the Terms, the Customer consents to the appointment of Binary Fortress Software as a Data Controller. Any personal data processed by Binary Fortress Software will be processed in accordance with Binary Fortress Software's privacy policy (<https://www.checkcentral.cc/Privacy/>).