

SERVICE ORDER: Kascade Support M365

1 KEY TERMS

EFFECTIVE DATE:	THIS SERVICE ORDER SHALL GO INTO EFFECT ON THE DATE THE SERVICE IS PROVISIONED AND ONBOARDING OF THE CLIENT ONTO THE SERVICE BEGINS.
INITIAL TERM:	AS SET OUT IN THE QUOTE.
MILESTONES (IF ANY):	AS SET OUT IN THE QUOTE.
SITE(S):	AS SET OUT IN THE QUOTE.
DELIVERABLES (IF ANY):	AS SET OUT IN THE QUOTE.
CHARGES AND PAYMENT TERMS:	AS SET OUT IN THE QUOTE.
CUSTOMER EQUIPMENT (IF ANY):	AS SET OUT IN THE QUOTE.
SUPPLIER EQUIPMENT (IF ANY):	AS SET OUT IN THE QUOTE.
LICENSE COUNT	AS SET OUT IN THE QUOTE.

- 1.1 Kascade is a trading name of Computerworld (Systems) Limited. Throughout this Service Order, references to Kascade shall also include Computerworld (Systems) Limited. Computerworld (Systems) Limited and Kascade are used interchangeably to represent our business and services.
- 1.2 This Service Order is entered into pursuant to the Quote issued by Kascade (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 The Supplier will provide and/or procure the supply of the SaaS Alerts Service to the Customer.

- 1.5 The Cascade support M365 is underpinned by SaaS Alerts LLC (**SA**).
- 1.6 The Supplier and SA has entered into a data processing agreement which includes the appropriate safeguards when transferring personal data outside of the EU in accordance with the GDPR (**Data Processing Agreement**).
- 1.7 The Customer agrees to be bound by the SA Website Terms of Use and Privacy Policy available at the following links:
- 1.7.1 SA Website Terms of Use: <https://saasalerts.com/terms-conditions/>; and
- 1.7.2 SA Privacy Policy: <https://saasalerts.com/privacy-policy/>
- 1.8 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.
- 1.9 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.
- 1.10 By accepting the Supplier's Quote, the Customer has agreed to accept and be bound by the terms of this Service Order.
- 1.11 In the event there is conflict between the Terms and this Service Order, the terms of this Service Order will prevail.
- 1.12 In the event there is conflict between the Service Order and the Quote, the terms of the Quote will prevail.

2 DEFINITIONS

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

Annual Service Review	the annual review meeting of the Cascade support M365 arranged by the Supplier and held between the parties to ensure the Backup as a service is providing value for money alongside discussing and addressing any service deficiencies or improvements to the Cascade support M365.
Applications	the Microsoft 365 applications.
Break/Fix Support	An application or function within the office 365 tenant is broken or some functionality is missing/ broken or in some way not working as intended by Microsoft, which will be triaged and remediated by the Supplier or by the vendor on the Supplier's instruction. Break/ fix explicitly excludes any breakage in the application of tenant functionality caused by improper use or configuration by the Customer.
Business Hours	as defined in the Terms.
GDAP	Granular Delegated Access Permission.
Initial Term	as set out in the Quote.
OS	means the Operating system.
PS Rate	the Supplier's professional services rate available on request.
Quote	the unified quote template populated with the Customer's details by the Supplier.

3 SERVICE OFFERING

3.1 Available Feature Set

3.1.1 The Supplier will provide Break/Fix Support during the Standard Support Hours, with escalation to the following Applications where required;

- 3.1.1.1 Microsoft 365 Admin Console;
- 3.1.1.2 Microsoft Azure Active Directory;
- 3.1.1.3 Microsoft Exchange Online;
- 3.1.1.4 Microsoft Teams (Excluding Calling and Rooms);
- 3.1.1.5 Microsoft SharePoint Online;
- 3.1.1.6 Microsoft OneDrive;
- 3.1.1.7 Microsoft 365 productivity apps;
- 3.1.1.8 on premise Microsoft Exchange Server;
- 3.1.1.9 on Premise Microsoft Active Directory;

3.1.2 Security monitoring/altering services:

- 3.1.2.1 24/7 ingestion of M365 logs;
- 3.1.2.2 creation of prioritised alerts based on severity;
- 3.1.2.3 logging of critical concerns to our service desk during working hours;
- 3.1.2.4 monthly automated reporting;
- 3.1.2.5 quarterly security reviews covering Secure Score and Kacase Support M365 data; and
- 3.1.2.6 the ability to log tickets for security investigation.

4 SUPPORT HOURS

4.1 **Standard Support Hours** (10x5) Monday – Friday (excluding bank holidays)
08:00 – 18:00

5 SERVICE LEVELS

5.1 Support process

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

Telephone (Recommended for raising P1 incidents)	0344 833 0601
Email	support@Kascade.co.uk

5.2 Support Service Incident Priority & Response Times

- 5.2.1 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).
- 5.2.2 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.
- 5.2.3 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.
- 5.2.4 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.
- 5.2.5 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.

5.3 Support Service Incident Priority & Response Times

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

5.3.2 The Incident Priority table below summarises the fix time SLA

Incident Priority	Description of Priority and Timeframe	Service Level
P1	High Priority: Urgent security concern or severe issues that prevent multiple users from accessing or using one or more of the core 365 applications, impacting critical business operations. Suspected breach of a user account/ system	4 Business Hours
P2	Medium Priority: Issues that significantly degrade the performance or functionality of the 365 core applications, but do not entirely prevent their use.	1 Business Day
P3	Low Priority: Administration or issues that affect non-critical functionality of the 365 core applications.	3 Business Days
P4	General maintenance: General enquiries or non-impacting issues	5 Business Days

5.4 Incident escalation

5.4.1 Incidents are managed by the Supplier through the IT Service Management solution. Incidents that move outside SLA are automatically escalated to the Service Delivery Manager.

5.4.2 SLA performance is reviewed as part of the Annual Service Review or on an add hoc basis should a valid need arise.

5.5 The Supplier's Service Levels are subject to service availability by SA, and Supplier has no liability in relation to delays or failures caused SA, which may include unscheduled maintenance, and planned maintenance.

6 ADDITIONAL TERMS

The following additional terms apply to the provision of the Cascade support M365.

6.1 **Microsoft 365 Application support**

- 6.1.1 This Agreement does not include support for Microsoft Teams Calling or Teams Rooms as part of the Microsoft Teams application support, unless covered by an additional agreement with the Supplier.
- 6.1.2 All Break/Fix Support is reactive and the Customer must raise a support case with Supplier who will triage the incident in line with clause 0 of this Service Order.
- 6.1.3 In order for the supplier to escalate Office 365 issues to Microsoft, the supplier must be given appropriate GDAP rights to the customers Microsoft 365 Tenant.
- 6.1.4 The Customer agrees to allow the Supplier access to and control over the M365 log data, and to log this in the Supplier's security platform where it will be analysed and any anomalies flagged.
- 6.1.5 The Supplier will automatically log tickets and respond on any security event that is classified as a critical P1 incident. For lower priority level events a notification will be sent to the Customer advising them of the warning to investigate further should they desire.
- 6.1.6 Security monitoring and alerting is purely for Microsoft 365 only and does not include security monitoring for on Premise Active Directory or Microsoft Exchange Server logging.

6.2 **Billing**

- 6.2.1 The Customer may increase the number of licenses for Kascade support M365 at any point during the Initial Term (or any subsequent Term) of the Service Order.
- 6.2.2 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.
- 6.2.3 The Customer may, on giving the Supplier one 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.
- 6.2.4 The Customer must ensure they purchase a sufficient amount of licenses to cover the number of users protected by the Kascade support M365.
- 6.2.5 Supplier reserves the right to apply additional licenses to the order should it be discovered the Customer has added additional users to the Kascade support M365 without informing the Supplier.

- 6.2.6 The customer may use additional licenses, up to 20% of the customers current entitled user base, to protect generic accounts such as service accounts. This ability is at the sole discretion of the supplier and **MUST** not be used to license end user accounts. This ability may be revoked at any time.

6.3 **Changes to Kascade support M365**

- 6.3.1 If any material change is made to the Kascade support M365 (**Material Change**), Supplier will provide Customer with at least 20 days' written notice of this material change, save where functionality changes are required to be effective immediately.
- 6.3.2 If any Material Change has a material adverse impact on the Customer, save where the change is a legal requirement, the Customer has 20 days from the date of notice to inform the Supplier that it does not agree to the Material Change, and Supplier will pass this onto SA for consideration and where necessary come to a resolution. Where no resolution is agreed between the parties, the existing terms prior to the Material Change will apply until the end of the Term, and where this Agreement renews, any Successive Term will be governed by the updated terms incorporating the Material Change.
- 6.3.3 The Supplier can cease to provide any part of the Kascade support M365 at any time where this is due to SA, and Supplier has no liability to the Customer for this.

6.4 **Additional Customer Obligations**

- 6.4.1 Customer will not, and will use its best endeavours to make sure any third party does not:
- 6.4.1.1 sell, resell, lease, or the functional equivalent, any part of the Kascade support M365 to a third party (unless expressly permitted in the Agreement);
 - 6.4.1.2 attempt to reverse engineer the Kascade support M365 or any component;

- 6.4.1.3 attempt to create a substitute or similar service to the Cascade support M365 through use of, or access to, the Cascade support M365;
- 6.4.1.4 use the Cascade support M365 for any activity that may be reasonably considered as high risk;
- 6.4.1.5 use or access the Cascade support M365 in a manner intended to avoid incurring payment under the Agreement; or
- 6.4.1.6 use the Cascade support M365 on behalf of or for the benefit of any entity or person who is prohibited from using the Services any laws or regulations.

6.5 **Suspension**

- 6.5.1 The Supplier reserves the right to suspend the Services at any time where the Customer has failed to make any payment within 20 days of becoming due.
- 6.5.2 Where the Customer remains suspended for non-payment for more than 60 days, the Supplier may immediately terminate this Agreement.
- 6.5.3 The Supplier, in its sole discretion, may suspend the Cascade support M365 at any time if required to comply with any applicable law.

6.6 **Description of Personal Data Processing**

- 6.6.1 Where SA is required to process the Customer's data as part of providing part of the Cascade Support M365 to the Customer, it will act as a sub-processor and only process the Customer's personal data in line with the terms of this Agreement and the terms of the Data Processing Agreement.
- 6.6.2 The data processing activities carried out by Supplier (and where necessary, by SA) are described as follows:

6.6.2.1 Subject matter

For the purposes of providing the Cascade support M365 to the Customer.

6.6.2.2 Duration

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

6.6.2.3 Nature and purpose

For the purposes of providing the Kascade support M365 to the Customer.

6.6.2.4 Data categories

name and email address of Customer employees.

6.6.2.5 Data subjects

The personal data of the Customers' employees and/or authorised users which is provided to the Supplier and SA for the Kascade support M365.

- 6.6.3 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/>).