

## SERVICE ORDER: KASCADE PATCH

### 1 KEY TERMS

<b>CUSTOMER NAME AND REGISTERED ADDRESS</b>	As set out in the Quote.
<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>	As set out in the Quote.
<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>MIN. NO. OF ENDPOINTS:</b>	As set out in the Quote.
<b>USAGE LIMIT:</b>	As set out in the Quote.
<b>NINJA AGENT FOR REMOTE ACCESS:</b>	NO

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 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.

## 2 DEFINITIONS

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

Active Directory	database containing a list of objects within the Customer's IT infrastructure such as User's workstations (e.g. laptops) and servers.
Agent	the Ninja Software which is installed onto an Endpoint which allows missing Patches to be identified and installed. Optionally it allows remote access to the Endpoint subject to additional licensing.
Application	a computer program installed on an Endpoint.
Background Update	a background update is a Patch that can be applied to an Application whilst the Application is running/ in use and updates that Application without the need to reboot the Endpoint.
Block	implementing a temporary or permanent 'block' in respect of a specific Application or Patch, whereby the Supplier shall not perform the Cascade Patching Services in respect of the specific Application.
Checked in	each Endpoint must check in with the patching service via an Agent deployed on the Endpoints. This is an automatic process (initiated by the Agent) that tells the Supplier which Patches are missing to be deployed.
Endpoint	an endpoint is a Windows server or workstation (laptop desktop, etc)
Ninja	means NinjaOne LLC
Ninja Agent for Remote Access	The Ninja Agent for Remote Access is a licensable feature of the Agent that allows another Endpoint to connect to it, to take control directly or change settings in the background.
Ninja documentation	means the then-current official user documentation prepared and provided by Ninja regarding the use of the Ninja Software, as updated from time to time.
Ninja SaaS Service	means the NinjaOne online platform service that utilises the Ninja Software on a hosted basis.

Ninja Software	means the Object Code version of all the software provided by NinjaOne under this Service Order, including software accessible through the Ninja SaaS Service and software that the Customer may need to download and install in order to utilise the Ninja SaaS Service, as well as each individual component thereof; and any updates, upgrades, or enhancements thereto provided to the Customer by the Supplier, including, but not limited to, any support software made available via the internet, email or any other means. For avoidance of doubt, all references in this Service Order to Ninja Software include the Ninja SaaS Service.
Object Code	means computer programming code in the form not readily perceivable by humans and suitable for machine execution without the intervening steps of interpretation or compilation.
Patch	an incremental update for an Application installed on an Endpoint, produced and made freely available by the Vendor of the Application.  The terms “patches” “patched” and “patching” shall be construed accordingly.
Patch Ring	patch rings are groups of Endpoints that receive Patches.  Endpoints designated in Patch Ring 0, receive updates first and should be fully tested after Patching to look for issues, before other rings are Patched. Any issues with Applications are blocked from other Patch Ring deployments until the issues are understood and resolved at which point they are unblocked and deployed.
Patch Schedule	as defined in clause 5.6 below.  ‘Patching Schedule’ shall be construed accordingly.
Reboot	a restart of the Endpoint that will close all Applications, power off and back on the Endpoint. This is required to Patch

	<p>Endpoints that do not allow Background Updates. A Patching cycle may require several reboots but they will happen automatically.</p> <p>An Endpoint must not be turned off during Patch installations either manually or by loss of power (i.e. the Customer must ensure that the Endpoint is connected to a power supply).</p>
Support List	as defined in clause 4.5 below.
User	means an individual authorised by the Customer to use the Cascade Patch Service.
Vendor	the third party owner (or licensor) of an Application.

**3 SERVICE OFFERING**

3.1 The Supplier shall, from the Effective Date, provide to the Customer the following Cascade Patch services (“**Kascade Patch Service**”):

Kascade Patch Service	<p>The Supplier will provide the Kascade Patch Service to all licensed Endpoints.</p> <p>The Supplier will provide break fix support, limited to Agent malfunction or company-wide Patch failure, both reactively and proactively, during standard business hours (8am-6pm, Mon-Fri excluding public holidays).</p>
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3.2 The Kascade Patch Service utilises Ninja Software to provide Patching updates to Endpoints.

3.3 Changes to the list must be reasonably considered in advance of a requirement to access the Endpoint and should be infrequent.

**4 ADDITIONAL TERMS**

The following additional terms apply to the provision of the Kascade Patch Service.

- 4.1 The Customer must provide the Supplier a mechanism to deploy the Agent to Endpoints to be included in scope of the Cascade Patch Service. This mechanism must be automatic so that new Endpoints are added, and old Endpoints are excluded from the Endpoint list. Such mechanisms include Active Directory. Cascade can advise on supported methods.
- 4.2 Cascade shall only provide the Cascade Patch Service in respect of those Endpoints whereby an Agents is deployed.
- 4.3 Any Endpoint that is unable to receive the Agent shall be the responsibility of the Customer to remedy.
- 4.4 Any Endpoint not updating specific Applications is the responsibility of the Customer to remediate unless it is identified beyond reasonable doubt, by the Supplier, to be an issue with the Cascade Patch Service.
- 4.5 A list of supported Applications can be accessed here ("[Supported List](#)"). The Supplier reserves the right to amend the Supported List, in its sole discretion and without notice, from time to time.
- 4.6 The Customer may request, and the Supplier may, in its sole discretion, provide the Cascade Patch Services in respect of Applications which are not included on the Support List. The Supplier accepts no liability or responsibility to update Applications not officially supported and included on the Support List.
- 4.7 Some Patches require updating shared components of the operating system or other Applications. The Supplier accepts no liability should a Patch cause issues with any Application.
- 4.8 It is the Customer's responsibility to check Endpoints and Applications deployed to the Endpoints listed in Patch Ring 0 for compatibility issues, and report any problems with Patches to the Supplier, at least 48 hours prior to the Patch deployment to Endpoints listed in Patch Ring 1 or any subsequent Patch Rings.
- 4.9 Upon notification of Patch issues, the Supplier shall Block those Applications or Patches from the Patching Schedule until such time as the Customer has resolved the issues and informs the Supplier to remove the Block.

- 4.10 The Supplier will work with the Customer Vendor where a particular Patch is failing to install over an entire Patch Ring.
- 4.11 All Applications on the Supported List will be Patched on the relevant Patching Schedules unless the Customer instructs the Supplier, in writing, to not perform the Cascade Patching Services in respect of certain Applications.
- 4.12 The Customer may elect to Block an Application or a particular Patch of the Application subject to providing the Supplier with at least 48 hours' advance written notice. Application Blocks are permanent until the Block is removed. Patch Blocks are permanent until the Block is removed, however it does not stop the Application being Patched by a newer version of the Patch.

## **5 PATCH RINGS**

- 5.1 The Supplier will issue 2 patch rings to the Customer upon agreement.
- 5.2 Endpoints designated in Patch Ring 0 are always the first Endpoints to receive Patches.
- 5.3 Endpoints designated in Patch Ring 1 will be Patched within 6 Business Days, of deployment of Patches to Endpoints in Patch Ring 0.
- 5.4 Each patch ring will have applicable Patches deployed automatically once per week.
- 5.5 A User will have the ability on 5 occasions to stall Reboots of the Endpoint. After this point the Agent will force the Endpoint to reboot.
- 5.6 Endpoints will be Patched on a schedule ("**Patch Schedule**") agreed in writing, in advance of the Cascade Patch Service commencement between the Supplier and the Customer. The Patch Schedule may be adjusted from time to time by the Customer logging a ticket with the Cascade Service desk to advise such changes.

## **6 BILLING**

- 6.1 The minimum number of Endpoints ("Minimum Threshold") and the Initial Term are set out in the Key Terms. The Customer may increase the number of Endpoints or decrease them at any time, but the Customer shall not be entitled to reduce the number of Endpoints below the Minimum Threshold set out in Key Terms other than in accordance with the terms of this Service Order.

- 6.2 The Customer may request a reduction in the Minimum Threshold at the end of any then-current Term by notifying the Supplier in writing to [customerexcellence@kascade.co.uk](mailto:customerexcellence@kascade.co.uk), at least 90 days' prior to the expiry of the then-current Term. Any reduction to the Minimum Threshold for the following Successive Term must be agreed between the Customer and the Supplier in writing.
- 6.3 The Supplier may monitor the Customer's usage of the Ninja Software (including that of its Users) to ensure that it complies with such usage limits. If the usage limits are exceeded, the Customer shall pay additional fees for the excess usage at the rate(s) set forth, or as otherwise described, in the Key Terms. This remains true even if the excess usage results from unauthorized use of the Ninja Software.
- 6.4 The Customer shall pay the Fees in full, within **7** days from the date of invoice.
- 6.5 Upon Renewal, should the number of endpoints in use in the month of the renewal be greater than the min number of endpoints for the previous term, the floor limit shall be raised to the then current number of endpoints enjoying the service for the duration of the successive term.

## **7 ADDITIONAL COSTS AND EXCLUSIONS TO THE KASCADE PATCH SERVICE**

- 7.1 Kascade accept no liability for Patches that cause issues on Endpoints unless the Patch has been deployed against the written instructions of the Customer in writing via a support ticket.



## 8 SLA

8.1 Support tickets may be raised with the Supplier at any time and will be responded to during the Supplier's standard business hours detailed in section 3.

8.2 The Customer may log tickets with the Supplier by 3 methods.

8.2.1 Customer portal (<https://kascade.support>)

8.2.2 Email to [assist@kascade.co.uk](mailto:assist@kascade.co.uk)

8.2.3 Telephone by calling 03448230601

8.2.3.1 The Supplier aims to answer 78% of calls received on first attempt, however the Customer may leave a message which will be replayed to an Agent within 30 minutes of the message being left.

8.3 The Supplier will respond to tickets raised based on the priority allocated by the Supplier as to the severity of the issue.

8.4 The Customer may request that the priority of the ticket is raised by the Supplier at which time it will be re-evaluated by the Supplier within 1 hour of the request being submitted.

8.5 The Supplier offers 4 priorities for the Kascade Patch Service as detailed in 8.5 with suggested relevant examples of priority classification included.

PRIORITY	Definition
P1	Critical Service Disruption Affecting Business Operations
P2	High-Priority Service Issue with Significant Impact
P3	General Service Disruption with Limited Impact
P4	Routine Service Requests or Minor Issues

	P1	P2	P3	P4
Initial prioritisation and classification	1 hour	1 hour	1 hour	1 hour
First contact by an engineer (best effort)	1 hour	2 hours	4 hours	8 hours
Fix/Resolution	4 hours	1 Business Day	3 Business Days	5 Business Days

8.6 For clarity, all Applications or Patches the Customer wishes to Block or allow (if previously Blocked) will be handled as a P1 ticket.

## 9 ADDITIONAL NINJA TERMS

9.1 **Restrictions:** in respect of the Ninja Software, the Customer shall not:

- 9.1.1.1 modify, translate, reverse engineer, decompile, disassemble, make derivative works of, or otherwise derive source code from the Ninja Software or Ninja Documentation, in whole or in part (or, in any instance where the law permits such action, the Customer agree to provide the Supplier at least 120 days' advance written notice of its belief that such action is permitted and warranted and to provide the Supplier with a reasonable opportunity to evaluate whether the law requires such action);
- 9.1.1.2 create, develop, license, install, use, or deploy any software or services to circumvent, enable, modify, or provide access, permissions, or rights which violate the technical restrictions of the Ninja Software;
- 9.1.1.3 use the Ninja Software for development or any other non-intended purpose;
- 9.1.1.4 sell, resell, rent, lease, or otherwise distribute the Ninja Software or Ninja Documentation, in whole or in part;
- 9.1.1.5 assign, sublicense, rent, or otherwise transfer its access and use rights to the Ninja Software under this Service Order without the prior written approval of the Supplier;
- 9.1.1.6 copy, reproduce, republish, upload, post, or transmit the Ninja Software or Ninja Documentation;
- 9.1.1.7 use the Ninja Software on any Endpoint or Endpoints (a) that is responsible for human safety and/or (b) whose failure or malfunction could result in personal injury or death;

- 9.1.1.8 use the Ninja Software in a manner that results in excessive use, bandwidth, or storage;
- 9.1.1.9 use the Ninja Software if the Customer is a competitor of Ninja or for purposes of monitoring the Ninja Software's performance, functionality, or availability or for any other benchmarking or competitive purposes;
- 9.1.1.10 use the Ninja Software to defame, abuse, harass, threaten, or otherwise violate the legal rights of others (such as rights of privacy and publicity);
- 9.1.1.11 use the Ninja Software to conduct or forward illegal contests, pyramid schemes, chain letters, unsolicited or unauthorized advertising, promotional materials, multi-level marketing campaigns, or emails;
- 9.1.1.12 use the Ninja Software to publish, post, distribute, disseminate, or link to any: (a) defamatory, infringing, or unlawful topic, name, material, or information; or (b) software or other material protected by intellectual property laws, copyright licenses, rights of privacy or publicity, or other proprietary rights, unless the Customer owns or controls such rights or the Customer has received all necessary consents for its use of such software and other materials;
- 9.1.1.13 use the Ninja Software to harvest usernames or email addresses for any purpose;
- 9.1.1.14 use the Ninja Software to restrict or inhibit any other individual from using and enjoying his/her rights with respect to the Ninja Software, services, or website;
- 9.1.1.15 use the Ninja Software to interfere with or disrupt the Ninja Software, services, website, or networks;
- 9.1.1.16 use the Ninja Software to violate any applicable laws or regulations;
- 9.1.1.17 input, store, or upload into the Ninja SaaS Service environment any data whatsoever that is subject to laws or regulations that require

heightened or specific security measures, including, but not limited to, International Traffic in Arms Regulations (ITAR), Export Administration Regulations (EAR), or the Digital Millennium Copyright Act (DMCA).

- 9.1.2 **Activities.** The Customer is solely responsible for its and its Users' activities in or as a result of using the Ninja Software, including, but not limited to: (i) any misuse of the Ninja Software; (ii) the information, data, and content entered into the Ninja Software or otherwise made available to Ninja, via the Supplier; (iii) the information, data, and content accessed through the Ninja Software or otherwise made available to Ninja via the Supplier, its effects, any actions taken in response thereto, and any interpretations thereof; and (iv) the accuracy, quality, integrity, legality, reliability, appropriateness, and copyright of all information, data, and content that the Customer and/or its Users allow the Ninja Software to access or otherwise make available to Ninja. The Customer will provide any notices and obtain any consents that may be legally required for the Supplier and Ninja to engage in the activities contemplated by this Service Order.
- 9.1.3 **Equipment and ancillary services.** The Customer is solely responsible for acquiring and maintaining any equipment or ancillary services needed to connect to, access, or otherwise use the Ninja Software, including, but not limited to, modems, hardware, software, and internet service, and for ensuring that such equipment and ancillary services are compatible with the Ninja Software.
- 9.1.4 **Export Control Laws.** The Ninja Software, Ninja, and any related technical data, and products utilizing the Software, Documentation, or such technical data (collectively, "Controlled Technology") are subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations. The Customer shall not, and shall not permit any third parties to, export, re-export, or release, directly or indirectly, any Controlled Technology to a jurisdiction or country to which the export, re-export, or release of any Controlled Technology is prohibited by applicable federal law, regulation, or rule. The Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval) prior to exporting or re-exporting any Controlled Technology. The Customer shall provide prior written notice of the need to comply with such laws and regulations to any person, firm, or entity which the Customer

has reason to believe is obtaining any such Controlled Technology from the Customer with the intent to export. Any breach by the Customer of this clause shall be deemed a material, uncurable breach of this Service Order.

9.1.5 **Monitoring.** The Ninja Software is equipped with a feedback mechanism, technological copy protection, or other security features designed to prevent unauthorized use of the Ninja Software and to provide Ninja with data relating to the Customers and its Users' use of the Ninja Software. Ninja may use this data only for internal business purposes, and Ninja shall not share or disclose this data with any third parties, unless required by law or legal process. The Customer and its Users shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.

9.1.6 **Liability disclaimer:**

9.1.6.1 THE SUPPLIER AND NINJA (INCLUDING ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, AND SUCCESSORS) SHALL NOT BE LIABLE IN ANY MANNER FOR ANY DAMAGES RESULTING FROM THE CUSTOMER'S FAILURE TO FULFILL THE FOREGOING RESPONSIBILITIES UNDER THIS CLAUSE 10, INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM ANY MISUSE OF THE NINJA SOFTWARE OR ANY DELETION, DESTRUCTION, LOSS, OR UNAUTHORIZED ACCESS TO THE DATA STORED THEREIN;

9.1.6.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE NINJA SOFTWARE, NINJA DOCUMENTATIO AND NINJA SAAS SERVICE ARE PROVIDED AND LICENSED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND THE SUPPLIER AND NINJA HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE. THE CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE NINJA

SOFTWARE, NINJA DOCUMENTATION, AND NINJA SAAS SERVICE MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS.

9.1.7 **Amendments.** The Supplier reserves the right to amend the terms of this Service Order from time to time, to reflect any changes in the agreement between Ninja and the Supplier.

9.1.8 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 this Service Order by the Customer.

## 10 DESCRIPTION OF PERSONAL DATA PROCESSING

10.1.1 **Customer Data:** the Customer shall own all right, title and interest in and to the Customer Data. The Customer hereby grants the Supplier a non-exclusive, royalty-free, worldwide license (including the right to sub-licence to Ninja) to (i) use, reproduce, store, process, and display the Customer Data and perform all acts with respect to the Customer Data, but only to the extent necessary for the Supplier and/or Ninja to (a) develop, improve, support, and provide the Ninja Software to the Customer, (b) compile statistical and performance information for the Supplier and/or Ninja's internal business purposes, and (c) comply with its obligations under this Service Order or applicable law and (ii) anonymize, summarize, de-identify, and/or aggregate Customer Data, so that no individual is identified or identifiable ("**Aggregate Data**") in order to track general industry trends; develop and publish white papers, reports, and summaries; improve the Cascade Patch Service and/or Ninja Software; and for any lawful purpose related to the Supplier and/or Ninja's legitimate business interests. For clarity, Aggregate Data shall not include personally identifiable information or information that can identify any individual. Ninja shall retain all intellectual property rights to the Aggregate Data.

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

### 10.1.2.1 Subject matter

For the purposes of providing the Cascade Patch service to the Customer.

**10.1.2.2 Duration**

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

**10.1.2.3 Nature and purpose**

For the purposes of providing the Cascade Patch service to the Customer.

**10.1.2.4 Data categories**

The categories of personal data which are provided by the Customer to the Supplier for the Cascade Patch service.

**10.1.2.5 Data subjects**

The personal data of the Customers' employees and/or authorised users which is provided to the Supplier for the Cascade Recover.

10.1.3 In accordance with clause 2.6 and clause 2.9 of Schedule 1 of the Terms, the Customer consents to the appointment of:

10.1.3.1 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/>);

10.1.3.2 Ninja as a data processor. Any personal data processed by Ninja will be processed in accordance with a separate data processing agreement between the Supplier and Ninja, a copy of which is available upon request; and

10.1.3.3 Ninja appointing the following sub-processors: <https://www.ninjaone.com/approved-subprocessors/> (as may be updated from time to time).