

SERVICE ORDER: ORCHESTRY SERVICES

1 KEY TERMS

CUSTOMER NAME:	AS SET OUT IN THE QUOTE
CUSTOMER REGISTERED ADDRESS:	AS SET OUT IN THE QUOTE
EFFECTIVE DATE:	AS SET OUT IN THE QUOTE
INITIAL / RENEWAL TERM:	AS SET OUT IN THE QUOTE
FEES:	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

- 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.

2 SERVICE OFFERINGS

- 2.1 The Supplier shall use its reasonable endeavours to procure that Orchestra Software Inc ("**Orchestra**") provides the software as a services ("**Orchestra Services**"), as set out in the Key Terms, and as per the terms of this Service Order and the Terms.
- 2.2 The Customer agrees to be bound by a separate software as a service agreement with Orchestra, a copy of which can be accessed [here](#) ("**Orchestra Terms**"). The Customer shall observe and comply with the Orchestra Terms at all times. The Supplier accepts no liability for a breach of the Orchestra Terms by the Customer.
- 2.3 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 Orchestra Terms by the Customer.

3 ADDITIONAL TERMS

3.1 The following additional terms apply to the provision of the Orchestra services:

3.1.1 Free Trial Period:

3.1.1.1 The Customer shall be entitled to a 28 day free trial period at the start of any initial term. The Customer shall provide at least [7] days' written notice to the Supplier in the event that it does not want to continue receiving the Services following the expiry of the trial period.

3.1.1.2 In the event that the Customer does not terminate the trial period in accordance with clause 3.1.1.1, this Service Order will continue for the Initial Term, unless terminated in accordance with this Service Order or the Terms.

3.1.1.3 The Customer shall not be required to pay the Fee until the trial period has ended.

3.1.1.4 For clarity, any subsequent renewal that constitutes a new signing of this service order shall not be entitled to a 28 free trial period, where defined as a renewal in the key terms.

3.1.2 Fees:

3.1.2.1 the Supplier shall invoice the Customer for the Orchestra Service.

3.1.2.2 the Customer shall pay the Fees in full, within 7 days from the date of invoice.

3.1.3 Termination:

3.1.3.1 Clause 14.6.2 of the Terms shall be updated to include an additional right for the Supplier to immediately terminate this Service Order in the event that the Orchestra Terms are terminated for any reason.

3.1.3.2 In the event that this Service Order is terminated early in accordance with the Terms or the terms set out in this Service Order, the Customer shall pay the Supplier a termination fee equal to the Fees that would have been payable for the remainder of the then-current Initial Term or Successive Term.

3.2 **Support**

3.2.1 All support is provided directly by Orchestra to the Customer.

3.2.2 No technical support is provided by the Supplier in respect of the Orchestra service.