

SERVICE ORDER: Cascade Maintain vSphere

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):	The first vSphere update will take place after 3 months and then proceed on the schedule set out in the quote.
SITE(S):	AS SET OUT IN THE QUOTE
DELIVERABLES (IF ANY):	
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 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:

ESXi host	A physical Server with the VMWare ESXi Hypervisor installed and running. the Supplier's professional services rate available on request.
iSCSI Fabric	The switches that ESXi hosts and the SAN communicate by.
PS Rates	The Supplier's professional services rate available on request.
SAN	Storage Area Network.
Standard Business Hours	Monday – Friday (excluding bank holidays) 08:00 – 18:00.
Update	means either (i) a release of the vSphere (or any part of the vSphere) that corrects faults, adds functionality or otherwise amends or upgrades the vSphere (or any part of it) or (ii) any new version of the vSphere (or any part of it) which from time to time is publicly marketed and offered for purchase by the Vendor in the course of its normal business, being a version which contains significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product. The terms 'Updated' and 'Updates' will be construed accordingly.
Kascade Service Review	A meeting arranged by the Supplier and held between the parties to review an Update that has recently taken place.
vSphere	This relates to the virtual server infrastructure that will be Updated by the Supplier as part of the Supplier providing the Kascade Maintain vSphere Services. It encompasses the VMWare ESXi hosts, vCenter Server, SAN, iSCSI Fabric and Veeam.

Kascade Maintain vSphere Service	as defined in clause 3.1 of this Service Order.
vCenter Server	A virtual or physical Windows server or appliance running VMware vCenter Server and managing the ESXi hosts.
Veeam	virtualised Backup software running a physical or virtual server or as an appliance.
Vendor	the third party vendor of the vSphere (or any part of it).
Virtual Machine ("VM")	a virtual server running on the ESXi host.

3 SERVICE OFFERING

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

<p>Kascade Maintain vSphere Service</p>	<p>The Supplier will conduct Updates of the vSphere, at such frequencies as set out in the Quote.</p> <p>Per Data centre</p> <ul style="list-style-type: none"> - Update of vCenter Server to latest version subject to compatibility constraints; - Update of ESXi hosts to match the current version of the vCenter Server; - Update of SAN firmware and vCenter Server integration components (as required) to match compatibility with the current versions of the vCenter Server and ESXi host; - Update of iSCSI Fabric switches to a stable Supported version where required (to clarify, the Supplier shall only Update the iSCSI Fabric switches to a version that does not have any known issues). - Update of Veeam to the latest compatible versions (as agreed between the parties). - Interim health checks
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3.2 The Cascade Maintain vSphere Services shall be provided by the Supplier during Standard Business Hours only. If the Customer requires the Cascade Maintain vSphere Services to be provided outside of the Standard Business Hours, then the provisions of clause 5 shall apply.

3.3 The date of the first Update will commence within 3 months from the Effective Date for quarterly, 6 months for bi-annual and 12 months for annual.

3.4 The Customer’s vSphere environment will be, subject to the Customer’s compliance with the terms of this Service Order, Updated to the latest possible versions as agreed with the Customer in consideration of compatibility and stability of release.

4 ADDITIONAL TERMS

4.1 The following additional terms apply to the provision of the Cascade Maintain vSphere Service.

4.2 Additional Costs and exclusions to the Cascade Maintain vSphere Service

4.2.1 All Updates requiring site visits will have expenses charged in addition to the Charges, such expenses to be charged and payable in accordance with the Terms.

4.2.2 All Updates must take place during Standard Business Hours. Any Updates the Customer would like to be performed outside of these hours, will incur an additional charge and subject to the provisions of clause 10 (Change Control) of the Cascade Service Terms.

4.2.3 Virtual Machine Updates will not be performed as part of the Cascade Maintain vSphere Service. The Customer is responsible for updating the VMWare tools and Hardware of the VMs on the vSphere platform after the Update is complete.

4.2.4 Updates must be booked at least one month prior to the relevant Update being due. Both parties will discuss and agree a mutually convenient date and time for the Supplier to provide the Update. If the Customer cancels the agreed booking so that the Supplier cannot perform the Update on the agreed date for the Update, the Supplier will use reasonable endeavours to reschedule the Update. However, failure to adhere to the date set may mean the Update is unable to be rescheduled and the window of the Update is missed until the next period.

4.3 vSphere platform

4.3.1 The Supplier shall only provide the Cascade Maintain vSphere Service provided that the Customer has obtained all necessary consents and licences in respect of the vSphere platform, including obtaining and maintaining a valid support and maintenance subscription with VMWare for the term of this Service Order.

4.3.2 All components of the vSphere platform to be Updated MUST be of a version that is in mainstream support by the Vendor.

4.3.3 In order to perform an Update, the Customer must provide the Supplier with either (i) valid license keys to the new version of the vSphere (or any part of it) or (ii) the login details to the licensing portal.

- 4.3.4 The Supplier shall only Update the vSphere (or any part of it) to a version that is compatible between all components, Veeam, ESXi, vCenter Server and SAN as well as other software that integrates with these components such as VMware NSX, VMware Site Recovery Manager, etc.
- 4.3.5 It is the responsibility of the Customer to inform the Supplier of any integrations that may be impacted by an Update of the vSphere platform, prior to the relevant Update taking place.
- 4.3.6 The update of any related component affected by the Update of the vSphere platform is the responsibility of the Customer to remediate.
- 4.3.7 iSCSI switches may only be updated if they can be powered off independently and all infrastructure is patched in a fault tolerant design. Downtime of the infrastructure needs to be arranged by the customer in advance if the switches are stacked or provide connectivity for non-tolerant equipment. The supplier is not accountable for any downtime caused by powering off a single iSCSI switch in accordance with an upgrade.
- 4.3.8 iSCSI switches will only be updated where the version of firmware is NOT in mainstream support by the vendor and where the physical switch is still in support with the vendor for failure, or where the customer has explicitly informed the supplier of a need to do so for a compliance reason. The supplier is not accountable for any switch failure due to an upgrade of firmware that results in the switch needing to be physically replaced.
- 4.3.9 The customer should maintain appropriate configuration backups of iSCSI switching, in the event they need to be rebuilt following a failure.
- 4.3.10 The iSCSI switching needs to be accessible from a remote location.
- 4.3.11 In order to perform the Updates during Standard Business Hours, it is important that the Customer has enough Compute capacity within the vSphere environment to power off a single ESXi host without affecting the Customer's business systems. The Supplier will not be responsible for any failure to provide any Update caused by, either directly or indirectly, the Customer's failure to comply with its obligations under this clause.
- 4.3.12 A health check of the vSphere platform will be performed by the Supplier ahead of the Update. The Supplier shall notify the Customer in writing of any existing defects and/or other issues relating to the vSphere platform prior to conducting

the Update. Any remediation of such defects and/or as detailed in the health check will be the responsibility of the Customer to remediate. The Customer may request the Supplier to rectify such defects on behalf of the Customer. Any remediation services provided by the Supplier will not be included within the Cascade Maintain vSphere Services and will be subject to agreement between the parties in accordance with clause 10 (Change Control) of the Cascade Service Terms.

4.3.13 A health check of the vSphere platform will be performed after the relevant Update by the Supplier to demonstrate the successful Update of the vSphere platform.

4.4 Support

4.4.1 Following each Update, the Supplier will offer 10 Business Days of support on the vSphere platform only for issues directly related to the Update. Support for issues raised after the 10 Business Day period following an Update will be chargeable at the Supplier's prevailing PS Rates.

4.4.2 Support only extends to failure or performance degradation of the vSphere platform following an Update by the Supplier. Any issue with the Cascade Maintain vSphere Service or an Update itself may be escalated by the Customer to the Service Delivery Manager (as notified by the Supplier to the Customer from time to time).

4.5 Description of Personal Data Processing

4.5.1 Both parties acknowledge and agree that the Supplier shall not process any Personal Data on behalf of the Customer during the course of providing the Cascade Maintain vSphere Services.

4.5.1.1 Subject matter

N/A.

4.5.1.2 Duration

N/A.

4.5.1.3 Nature and purpose

N/A.

4.5.1.4 Data categories

N/A.

4.5.1.5 Data subjects

N/A.