

SERVICE ORDER: **Kascade Backup**

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.
PLAN:	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 between Kascade (the **Supplier**) and the customer as set out in the Key Terms (the **Customer**), and is subject to the terms set out in this Service Order and the Supplier's terms and conditions appended to this Service Order (**Terms**).
- 1.3 This Service Order is dated on signature of the Quote by both parties.
- 1.4 The Supplier will supply the Customer with the Druva Europe Limited (**Druva**) back-up recovery service, as per the terms of this Service Order, the Quote and the Terms (**Kascade Backup**).

- 1.5 The Customer agrees to be bound by a separate master customer agreement with Druva for the supply of the service which underpins the Cascade Backup (**Druva Terms**), which can be accessed here: <https://www.druva.com/documents/DRUVA-mca-cloud-services.pdf>. The Customer shall observe and comply with the Druva Terms at all times. The Supplier accepts no liability for a breach of the Druva Terms by the Customer.
- 1.6 The Cascade Backup constitutes two separate offerings, and Customer may choose to receive both, set out as follows:
- 1.6.1 M365 Offering, as defined below and as set out in section 3.1 and section 3.3;
and
- 1.6.2 Hybrid Offering, as defined below and as set out in section 0 and section 3.4.
- 1.7 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/or the Quote.
- 1.8 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.
- 1.9 By accepting the Supplier's Quote, the Customer has agreed to accept and be bound by the terms of this Service Order.
- 1.10 In the event there is conflict between the Terms and this Service Order, the terms of this Service Order will prevail.
- 1.11 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	means the annual review meeting of the Cascade Backup arranged by the Supplier and held between the parties to ensure the Cascade Backup is providing value for money alongside discussing and addressing any service deficiencies or improvements to the service.
Backup	means a copy of your production data to allow safe retrieval of information, otherwise, deleted, or corrupted.
Change Rate	means how much data has changed since the last backup.
Exchange Online	means part of Office 365, this is hosted by Microsoft in Azure.
High Storage Tier	means where the Customer is on the Standard or Premium Plans and has purchased an additional SKU, the Storage Tier is increased to 300 GB per User.
Hybrid Offering	means the Cascade Backup offering that works in relation to your on premise VMs.
Documentation	means the published user guides, manuals, instructions and/or specifications provided or made available to the Customer by Druva with respect to the Cascade Backup on https://docs.druva.com/ , as amended from time to time.
Initial Term	as set out in the Key Terms.
IT Service Management solution	means the Supplier's software that allows for tracking of Customer issues and updates through tickets.
Large Recovery Event	means a recovery of over 20% of the total organisational data.
M365	means a User's Microsoft 365 subscription.
M365 Offering	means the Cascade Backup offering that works in relation to your M365 subscription.

MFA		means multi-factor authentication, whereby a user must prove through an additional method such as an authenticator application they are the user.
Plan		means a set of back-up features and associated management and support functions relating to the Cascade Backup, available as either Standard, Advanced or Premium plans as set out in section 3.1.
Preserved User		means a User who no longer has a Mailbox with M365 but has data that was previously backed up and needs to be retained. The total number of Preserved Users must not exceed more than 10% of the total number of active Users. This number can be increased by purchase of an additional SKU.
PS Rate		means the Supplier's professional services rate available on request.
PST Download		means copy of outlook messages compressed into a file that can be archived to a file share.
Public Folder		means a legacy folder in Microsoft Exchange to store contact, calendars etc. These are largely deprecated and replaced with shared mailboxes.
Quote		means the unified quote template populated with the Customer's details by the Supplier.
Resource Mailbox		a mailbox which is not directly assigned to a User. It can either be a shared mailbox that many users have access to, or it could be a meeting room or piece of equipment.
RPO		means the recovery point objective which is the time interval between Backups and therefore the assumed maximum potential data loss that could occur when restoring from Backup.
Service Manager	Delivery	means the person(s) responsible for the following in relation to the Cascade Backup; <ul style="list-style-type: none"> - delivery of the service;

- ensuring the service is meeting Customer's expectation; and
- ensuring the parties are compliant with the contractual obligations.

Shared mailbox means any Resource Mailbox within M365 and the number of shared mailboxes included in the Backup must not exceed 50% of the total number of User mailboxes.

SharePoint Online means part of Office 365, this is hosted by Microsoft in Azure.

Storage Tier means that each Plan benefits from a storage limit of 50GB per User, pooled across all Users. At no time shall the storage limit exceed the mailbox storage of the pooled Users.

For example, where the Customer has 10 Users, this provides a maximum storage limit of 500GB across all Users. At no time shall the storage limit exceed the mailbox storage of the 10 Users.

Successive Term any additional term after the Initial Term of this Service Order, as further detailed in the Terms.

Term means the Initial Term and any Successive Term agreed between the parties.

User a natural person or entity who is authorized by Supplier and/or Druva to use and access the Cascade Backup.

VMs means virtual machines.

3 SERVICE OFFERING

3.1 Available Feature Set Plans for M365

Standard	<p>The feature set for the Standard Plan includes the following:</p> <ul style="list-style-type: none">• Full backup for<ul style="list-style-type: none">○ Exchange Online○ OneDrive○ Teams○ SharePoint Online○ Shared Mailboxes○ Google Workspace• deduplication and compression;• data encryption;• alerts and notifications;• MFA;• data resilience (such as immutable backups, secure control plane, zero trust architecture);• anomaly detection and deletion prevention;• 50GB per User pooled Storage Tiers;• 24 hour RPO;• Public Folders;• PST download;• 1,3,5, 7 Year data retention options; and• Preserved Users.
Premium	<p>The feature set for the Premium Plan includes all features in the Standard Plan plus the following Premium features:</p> <ul style="list-style-type: none">• federated search (metadata search across files and emails);• eDiscovery enablement (legal hold, pre-culling, download connector);• defensible deletion (delete files from data sources and/or snapshots); and

3.2 Available Feature Set Plans for Hybrid

Standard	<p>The feature set for the Standard Plan includes the following:</p> <ul style="list-style-type: none"> • data encryption; • alerts and notifications; • MFA; • data resilience (immutable backups, secure control plane, zero trust architecture); • anomaly detection and deletion prevention; • Linux and Windows; • Azure Virtual Machines • NAS; • SQL; • Oracle; • Supported Hypervisors: VMware and HyperV; • 99.99 Data Durability; and • 24hr RPO
Advanced	<p>The feature set for the Advanced Plan includes all of the features in the Standard Plan plus the following Advanced features:</p> <ul style="list-style-type: none"> • 12 or 24 hour RPO; • database log file retention 1hr-24hrs; • Multi-site administration; and • Multi-region storage.
Premium	<p>The feature set for the Premium Plan includes all features in the Standard Plan and Advanced Plan with the following Premium features:</p> <ul style="list-style-type: none"> • 6-24 hour RPO; • Database log file retention 5min-24hrs; • Cloud cache (additional hardware required)

3.3 Available Services for M365

Lite	<ul style="list-style-type: none"> • Break Fix support and vendor escalation for platform related issues; • self-service management portal; • Annual Service Review
Standard	<p>The services in the Standard includes the following:</p> <ul style="list-style-type: none"> • break fix support and vendor escalation, available during the Standard Support Hours; • proactive monitoring and remediation of issues; • self-service management portal; • White glove implementation; • full or item level recovery of User data in M365; • a Large Recovery Event once per year; • two recovery tests per year (up to 10% of data); • daily health checks; and • Annual Service Review.
Premium	<p>The services for the Premium Plan include all features in the Standard Plan with the following Premium services:</p> <ul style="list-style-type: none"> • custom policy changes (scheduling and data retention); and • advanced configuration (custom roles, deployment changes).

3.4 Available Services for Hybrid

Lite	<ul style="list-style-type: none"> • Break Fix support and vendor escalation for platform related issues; • self-service management portal; • Annual Service Review
Standard	<p>The services in the Standard includes the following:</p> <ul style="list-style-type: none"> • break fix support and vendor escalation, available during the Standard Support Hours; • self-service management portal and reporting; • White Glove implementation; and • Weekly Health checks.
Advanced	<p>The services in the Advanced Plan includes all of the features in the Standard Plan plus the following Advanced services:</p> <ul style="list-style-type: none"> • proactive monitoring and remediation; • a Large Recovery Event once per year; • Recovery testing once per year; • Daily Health checks; and • Annual Service Review.
Premium	<p>The services for the Premium Plan includes all features in the Standard Plan and Advanced Plan with the following Premium services:</p> <ul style="list-style-type: none"> • An additional Recovery test (total 2 per year) • Server and item level recovery.

3.5 The type of Cascade Backup selected by the Customer based on the options set out above will be as set out in the Key Terms.

3.6 The Customer may install and use the selected Cascade Backup on any of the Customer's compatible endpoint devices up to the maximum number of permitted Users and storage limit per User set forth in the Quote.

3.7 The Customer may make copies of the Documentation for its own internal use in connection with its use of the Cascade Backup in accordance with the Terms, but no more than the amount reasonably necessary.

- 3.8 The Customer and its Users will not (i) modify, port, adapt, translate or create any derivative work based upon Cascade Backup or the Documentation, (ii) reverse engineer, decompile, disassemble, or otherwise derive or attempt to derive the source code of the Cascade Backup, except for any non-waivable right to decompile the Cascade Backup expressly permitted by applicable mandatory law, (iii) copy, distribute, sell, assign, pledge, sublicense, lease, loan, rent, timeshare, use or offer the Cascade Backup on a service bureau basis, deliver or otherwise transfer the Cascade Backup, in whole or in part, or (iv) access the Cascade Backup to create competitive products or engage in the competitive analysis of the Cascade Backup.
- 3.9 The Customer is solely responsible for (i) maintaining the confidentiality of its Users' credentials, passwords, and encryption keys associated with its accounts, (ii) properly configuring the settings of the Cascade Backup and taking its own steps to maintain appropriate security and protection of passwords and encryption keys and settings for any backup of Customer Data, (iii) all activities that occur with respect to Customer's accounts, other than activities of an unauthorized third party, (iv) its and its Users' access and use of the Cascade Backup and compliance with the Terms and the applicable Documentation, (v) all content of Customer Data, and (vi) all product settings, which may override individual end point settings of Users, if applicable. The Supplier and Druva is not responsible for any alteration, compromise, corruption, or loss of Customer Data that arises from any access to, sharing, or use of Customer's accounts, credentials, passwords, or encryption keys by Customer.
- 3.10 The Customer and its Users will not remove or modify any trademarks, trade names, service marks, service names, logos or brands, or copyright or other proprietary notices on the Cascade Backup or the Documentation, or add any other markings or notices to the Cascade Backup or the Documentation.
- 3.11 Whilst this Service Order is in place, the Supplier warrants that the Cascade Backup will perform substantially in accordance with the applicable published specifications when used in accordance with the Terms and the Documentation. Non-substantial variations of performance from the published specifications or other Documentation do not establish a warranty right. This limited warranty is void if failure of the Cascade Backup resulted from (i) installation, deployment, use, maintenance or support not in accordance with the Terms or the Documentation other than by the Supplier, (ii) modification by Customer, a User, or a third party not authorized by the Supplier, (iii) force majeure, or (iv) any material breach of the Terms by the Customer or a User (other than non-payment). In the event of a warranty claim under this section 3.11, the Customer's sole and exclusive remedy and the Supplier's entire obligation and liability shall be, at the Supplier's sole option, to

either (x) provide a correction, update or upgrade of the Cascade Backup, (y) correct or replace the Cascade Backup, or (z) terminate the Customer's subscription for the impacted Cascade Backup (by written notice) and refund the Customer the unused fees pre-paid by the Customer for the impacted Cascade Backup covering the whole months remaining after the effective date of termination. Any corrected, upgraded or updated version of the Cascade Backup will be warranted for the remainder of the applicable subscription term. All warranty claims must be made to the Supplier in writing within such subscription term.

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	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: Critical issues that could result in significant data loss or impact business continuity. Critical Data restores.	4 Business Hours
P2	Medium Priority: Significant issues that affect the performance or functionality of the backup service, but do not immediately threaten data loss. General data restores.	1 Business Day
P3	Low Priority: Issues or requests that do not affect business operations significantly.	3 Business Days
P4	General maintenance: General enquiries or issues with no immediate operational impact or risk.	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 relevant Service Desk Manager.

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

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

5.6 The Supplier shall procure that Druva makes the Cascade Backup available 24 hours per day, 7 days per week, excluding any scheduled maintenance as described below. If the availability of the Cascade Backup falls below 95% for three (3) consecutive calendar months, the Customer shall have the right to terminate the Service Order, and such right must be

exercised within seven (7) days of the end of such three (3) month period or the Customer shall be deemed to have waived its termination right with respect to that particular three (3) month period.

- 5.7 In the Druva Terms, Druva have stated that they may issue service credits if the service availability falls below the indicated thresholds (as set out in Exhibit A of the Druva Terms). To the extent that the Druva issues the Supplier with service credits, the Supplier shall pass these on to the Customer. For the avoidance of doubt, the Supplier shall only pass on such service credits that it receives from Druva and no additional amounts.

Scheduled Maintenance

- 5.8 M365 Offering: A weekly scheduled maintenance period may be scheduled every Saturday between 9:00AM UTC to 3:00PM UTC, and every Friday between 5:00PM PT to 11:30PM PT, in each case, to perform system maintenance, backup, and upgrade functions for the Cascade Backup. If scheduled maintenance is required outside of the scheduled maintenance period described above, the Supplier will notify Customer at least two (2) business days in advance.
- 5.9 Data Centre Offering: A weekly scheduled maintenance period may be scheduled on the first and third Monday of each month at 5:00AM UTC and at 8:00AM UTC for a maximum duration of 90 minutes to perform system maintenance, backup, and upgrade functions for the Cascade Backup. If scheduled maintenance is required outside of the scheduled maintenance period described above, the Supplier will notify Customer at least three (3) business days in advance.
- 5.10 Unscheduled Maintenance. Unscheduled maintenance may be required to resolve issues that are critical for the Customer and/or performance of the Cascade Backup. The Supplier will use its commercially reasonable efforts to notify the Customer at least six (6) hours prior to the unscheduled maintenance.

Availability calculation

- 5.11 $\text{Availability} = (\text{total hours in calendar month} - \text{unscheduled maintenance which causes unavailability} - \text{scheduled maintenance}) / (\text{total hours in calendar month} - \text{scheduled maintenance}) \times 100\%$.
- 5.12 The following shall be excluded when calculating availability: (i) unavailability caused by force majeure; (ii) any problems resulting from Customer combining or merging the Cascade Backup with any hardware or software not supplied by the Supplier or Druva or not identified by the Supplier or Druva in writing as compatible with the Cascade Backup;

(iii) interruptions or delays in providing the Cascade Backup resulting from telecommunications or internet service provider failures; or (iv) any interruption or unavailability resulting from Customer's use of the Cascade Backup in an unauthorized or unlawful manner or any interruption resulting from the misuse, improper use, alteration or damage of the Cascade Backup.

6 ADDITIONAL TERMS

The following additional terms apply to the provision of the Cascade Backup.

6.1 Data Recovery

- 6.1.1 The Supplier will perform restores as required for up to 20% of the total data amount in any one support request, subject to the Supplier's right to reject the restore request where, in the Supplier's reasonable opinion, the frequency and amount of the requests exceeds reasonable limits.
- 6.1.2 The Supplier will perform one (1) restore request where over 20% of all Customer data is being restored. Subsequent requests of this nature will be subject to additional charges at Supplier's PS Rate.
- 6.1.3 Supplier will only perform restores in line with requests in writing from the Customer's IT department to support@cascade.co.uk.
- 6.1.4 Supplier will book test recoveries with the Customer at 3 months into the initial term. From there a test will be booked in every 12 months for the duration of the term and subsequent term renewals.
- 6.1.5 Should an interval be missed due to Customer not being available then it will be rescheduled where possible. If for any reason the Customer elects not to perform a test or postpones to such length another test would already be due or nearly due. then that test will be cancelled.
- 6.1.6 Supplier does not offer any discounts or refunds for tests that are cancelled.
- 6.1.7 A maximum of 10% of User and/ or server data will be restored during a test. It is for the Customer to specify to Supplier which items they would like to test restore.
- 6.1.8 The Customer must ensure adequate space exists on systems that will have test restores of data performed on them
- 6.1.9 Test restore data will be restored to an alternative location that the Customer supplies
- 6.1.10 Actual live data recovery will be to the original location or alternative location as the Customer specifies.

6.2 Support

- 6.2.1 All support requests are only responded to in the Supplier's STANDARD business hours.
 - 6.2.2 All Data restoration requests are only responded to in the Supplier's STANDARD business hours
 - 6.2.3 Proactive monitoring and remediation of issues is limited to the Cascade Backup platform only. Supplier is not responsible for any remediation of any User or system following a restore.
 - 6.2.4 Support requests must be emailed to support@kascade.co.uk by the Customer's IT department.
 - 6.2.5 Any changes to policies or setting advanced customisation, will be charged at Supplier's prevailing PS Rates unless where included in Premium.
 - 6.2.6 Supplier will scope, create and maintain a service schedule for the VM's in scope with frequency and retention requirements.
- 6.3 RPO / RTO
- 6.3.1 The RPO is dependent on the Customer's Change Rate, internet bandwidth, backup schedule and data set.
 - 6.3.2 The RTO is dependant on the customers internet bandwidth, integrity of internal systems, and data integrity.
- 6.4 Billing M365 plans
- 6.4.1 The Customer may increase the number of licenses for the Cascade Backup at any point during the Initial Term (or any subsequent Term) of the Service Order.
 - 6.4.2 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.
 - 6.4.3 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.
 - 6.4.4 The Customer must ensure they purchase a sufficient amount of licenses to cover the number of users protected by the Cascade Backup
 - 6.4.5 Customer may not mix and match Premium, Advanced or Standard Plans.

6.4.6 Supplier reserves the right to apply additional licenses to the order should it be discovered the Customer has added additional users to the Cascade Backup without informing the Supplier.

6.5 Billing Hybrid plans

6.5.1 The Customer may increase the amount of TB for the Cascade Backup at any point during the Initial Term (or any subsequent Term) of the Service Order.

6.5.2 The Customer may not reduce the number of TB below the initial amount as set out in the Quote for the duration of the Term.

6.5.3 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 TB in use for any agreed Successive Term.

6.5.4 The Customer must ensure they purchase a sufficient amount of TB to cover the VM's protected by the Cascade Backup

6.5.5 Customer may not mix and match Premium, Advanced or Standard Plans.

6.5.6 Supplier reserves the right to apply additional TB's to the order should it be discovered the Customer has added additional VMs or Data to the Cascade Backup without informing the Supplier.

6.6 Description of Personal Data Processing

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

6.6.1.1 Subject matter

For the purposes of providing the Cascade Backup to the Customer.

6.6.1.2 Duration

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

6.6.1.3 Nature and purpose

For the purposes of providing the Cascade Backup to the Customer.

6.6.1.4 Data categories

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

6.6.1.5 Data subjects

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

6.6.2 At the date of this Service Order, the Customer hereby consents to:

6.6.2.1 the Supplier appointing Druva as a sub-processor; and

6.6.2.2 Druva appointing the following sub-processors:

6.6.2.2.1 **Name:** Amazon Web Services

Address: 410 Terry Avenue North, Seattle, WA 98109, United States

Description of processing: Hosting Provider

6.6.2.2.2 **Name:** Gainsight, Inc

Address: 1400 Bridge Pkwy #101, Redwood City, CA 94065, United States.

Description of processing: In-app Assistance, Feature Preview, and Product Usage Provider.

6.6.2.2.3 **Name:** Stripe

Address: 510 Townsend Street San Francisco, CA 94103, United States

Description of processing: Payment Processing

6.6.2.2.4 **Name:** Salesforce

Address: 415 Mission Street, 3rd Floor, San Francisco, CA 94105, United States

Description of processing: Customer Relationship Management Software and User Support Software.

6.6.3 The Supplier confirms that it has entered into a Data Processing Addendum with Druva which can be accessed here: <https://www.kascade.co.uk/terms/druva->

[dpa](#). The Supplier shall observe and comply with its obligations as set out in the Druva DPA at all times.

- 6.6.4 The Supplier and Druva will process and store data the Customer uploads to, stores on or accesses using Cascade Backup including Customer Data in the geographic area selected by the Customer, except as necessary to comply with law or a valid binding order of a law enforcement agency. If the Customer has not selected a geographic area, the Supplier will select the United Kingdom on behalf of the Customer. Once selected such geographic storage area will not be changed without obtaining the Customer's prior written consent.
- 6.6.5 The Supplier shall notify the Customer as soon as reasonably practicable should it and/or Druva wish to engage a new sub-processor. The Customer may object to the engagement of such new sub-processor by notifying the Supplier within 5 Business Days of the Supplier's notification, provided that such objection must be on reasonable, substantial grounds.
- 6.7 Customer, if notified promptly in writing and given authority, control, information and assistance at Customer's expense for defence and settlement of same, shall defend and indemnify the Supplier, Supplier's affiliates, and each of their employees, officers, directors, agents, successors, and assigns against any (i) settlement amounts approved by the Customer; (ii) damages and costs in a final judgment awarded against the indemnified part(ies) by a competent court; and (iii) all legal fees, and court or tribunal costs incurred by either party with respect to defence and settlement of such third-party claim, in any formal legal proceeding filed by an unaffiliated third party before a court so far as it relates to the content of Customer Data, including intellectual property infringement right claims. If Customer has been given authority, control, information and assistance of a matter in accordance with this section 6.5, the Customer shall not settle any such matter without the prior written approval of the Supplier (which approval, in each case, shall not be unreasonably withheld).
- 6.8 In the event of any breach of the Terms by the Customer (including non-payment), without limiting the Supplier's other rights and remedies and notwithstanding anything in the Terms to the contrary, the Supplier may temporarily suspend Customer's use of the Cascade Backup. The Supplier will use commercially reasonable efforts to provide at least seven (7) days' notice prior to any suspension under this section, except where the Supplier reasonably believes immediate suspension is necessary. The Supplier shall use commercially reasonable efforts to resume providing access to the Cascade Backup as soon as reasonably possible after the event giving rise to the suspension is cured. If the Customer does not fully address the reasons for the suspension within sixty (60)

days after suspension, the Supplier may terminate the Customer's access to the Cascade Backup.

6.9 For consumption-based Cascade Backup, the Supplier may suspend the Customer's use of the applicable Cascade Backup within ten (10) days from Customer's depletion of the pre-purchased credits. The Supplier shall make reasonable efforts to provide a courtesy notice to the Customer upon depletion of such credits. Notwithstanding the foregoing, it is the Customer's sole responsibility to ensure timely purchase of credits for uninterrupted service.

6.10 Upon expiration or termination of the Service Order:

6.10.1 the rights granted to the Customer under this Service Order will lapse and Customer will immediately cease all use of the Cascade Backup and delete (or, at the Supplier's request, return) related Documentation, passwords, and any Supplier and/or Druva confidential information in its possession or control. Upon expiration or termination of this Service Order (other than termination by the Supplier for the Customer's breach), Customer may (i) access the Cascade Backup for thirty (30) days solely to retrieve a back-up of the Customer Data at no cost, and (ii) access the Cascade Backup for an additional thirty (30) day period to retrieve a back-up of the Customer Data at a cost equal to the current annual list price, pro-rated to a monthly rate. If the Terms are terminated by the Supplier for the Customer's breach, on or prior to the 30th day after the expiration or termination of this Service Order, the Customer may request that the Supplier provide a copy of the Customer Data to the Customer at the Supplier's standard export fee. The Supplier will have no obligation to maintain or provide access to the Customer Data after the above periods have expired and will delete such data unless legally prohibited; and

6.10.2 Customer will pay the Supplier any unpaid and undisputed amounts that are owed to the Supplier for the Term. Upon early termination of this Service Order based on Customer's breach, the Customer will pay the Supplier any unpaid and undisputed amounts that would have been owed to the Supplier for the remainder of the Customer's subscription if such early termination had not occurred as well as any other amounts owed to the Supplier under this Service Order, without limiting the Supplier's other rights and remedies. Upon early termination of this Service Order based on Druva's breach, the Supplier shall, to the extent that it receives a refund from Druva, refund Customer any unused amounts pre-paid under this Service Order for the Cascade Backup covering the whole months remaining after the effective date of termination.

6.11 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/>).