

## SERVICE ORDER: Cascade Maintain Azure Local

### 1 KEY TERMS

<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>SITE(S):</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.

- 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:

Azure Local node	A physical Server with the Azure Local Hypervisor installed and running.
Top of Rack switches	The switches that Azure Local nodes communicate by for storage and/ or migration of workloads between nodes.
PS Rates	The Supplier's professional services rate available on request.
Workload	Azure Local components and infrastructure hosted on Azure Local nodes.
Standard Business Hours	Monday – Friday (excluding bank holidays) 08:00 – 18:00.
Update	<p>means either (i) a new release of the Azure Local (or any part of the Azure Local) that corrects faults, adds functionality or otherwise amends or upgrades the Azure Local (or any part of it) or (ii) any new version of the Azure Local (or any part of it) which from time to time is publicly marketed and offered for purchase or fee upgrade 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.</p> <p>The terms 'Updated' and 'Updates' will be construed accordingly.</p>
Kascade Service Review	A meeting arranged by the Supplier and held between the parties to review an Update that has recently taken place.
Azure Local	<p>This relates to the virtual server infrastructure that will be Updated by the Supplier as part of the Supplier providing the Kascade Maintain Azure Local Services.</p> <p>It encompasses the Azure Local nodes, control planes in Azure and Azure Local and if applicable Top of Rack switches.</p>

Kascade Maintain Azure Local Service	as defined in clause 3.1 of this Service Order.
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**3 SERVICE OFFERING**

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

<p>Kascade Maintain Azure Local Service</p>	<p>The Supplier will conduct Updates of the Azure Local, at such frequencies as set out below.</p> <p>Per Data centre</p> <ul style="list-style-type: none"> <li>- Monthly Updates of all Azure Local components in Azure and the local Azure Local nodes to latest version subject to compatibility constraints;</li> <li>- Bi-annual update of Top of Rack switches to the most recent stable Supported version (to clarify, the Supplier shall only Update the Top of Rack switches to a version that does not have any known issues affecting the Azure Local platform).</li> </ul>

3.2 The Cascade Maintain Azure Local Services shall be provided by the Supplier during Standard Business Hours only. If the Customer requires the Cascade Maintain Azure Local 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 immediately from the Effective Date for and will be further scheduled for regular monthly intervals from that point.

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

3.5 Some updates may require on site presence to conduct. Where applicable the Supplier shall inform the client in advance.

## **4 ADDITIONAL TERMS**

- 4.1 The following additional terms apply to the provision of the Cascade Maintain Azure Local Service.
- 4.1.1 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.
  - 4.1.2 Each upgrade will be communicated to the client ahead of work commencing, providing not less than 5 business days notice. Should a visit to site be required at any point, the dates shall be arranged in advance of the next visit mutually between the client and supplier.
  - 4.1.3 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.
  - 4.1.4 The update must go ahead on the agreed date. Should the client cancel the update for any reason, the update will be Null and void and the next update will be in the following month.
  - 4.1.5 Missed updates cannot be moved to another date.
  - 4.1.6 Should an update be null and voided, the client accepts that this will not warrant a refund of any part of the service fees.
  - 4.1.7 The client must not delay updates for more than 2 consecutive months.
  - 4.1.8 The Supplier shall only provide the Cascade Maintain Azure Local Service provided that the Customer has obtained all necessary consents and licences in respect of the Azure Local platform, including obtaining and maintaining any valid support and maintenance subscriptions with both Microsoft and the hardware manufacturer (Dell, HP) for the term of this Service Order.
  - 4.1.9 All components of the Azure Local platform to be Updated MUST be of a version that is in mainstream support by both Microsoft and the Hardware manufacturer.
  - 4.1.10 The Supplier shall only Update the Azure Local environment (or any part of it) to a version that is compatible between all components and workloads hosted on the Azure Local nodes

- 4.1.11 It is the responsibility of the Customer to inform the Supplier of any integrations that may be impacted by an Update of the Azure Local platform, prior to the relevant Update taking place.
- 4.1.12 The failure of any related integration above, affected by the Update of the Azure Local platform, is the responsibility of the Customer to remediate.
- 4.1.13 Top of Rack 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 Top of Rack switches switch in accordance with an upgrade.
- 4.1.14 Top of Rack 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.
- 4.1.15 The customer should maintain appropriate configuration backups of Top of Rack switches switching, in the event they need to be rebuilt following a failure.
- 4.1.16 The Top of Rack switches switching needs to be accessible from a remote location.
- 4.1.17 In order to perform the Updates during Standard Business Hours, it is important that the Customer has enough capacity within the Azure Local environment to power off a single Azure Local node without affecting the Customer's business systems commonly referred to as an N+1 configuration.
- 4.1.18 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.

## 4.2 Support

4.2.1 Following each Update, the Supplier will offer 5 Business Days of support on the Azure Local platform only for issues directly related to the Update. Support for issues raised after the 5 Business Day period following an Update will be chargeable at the Supplier's prevailing PS Rates.

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

#### 4.3 Description of Personal Data Processing

4.3.1 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 Azure Local Services.

**4.3.1.1 Subject matter**

N/A.

**4.3.1.2 Duration**

N/A.

**4.3.1.3 Nature and purpose**

N/A.

**4.3.1.4 Data categories**

N/A.

**4.3.1.5 Data subjects**

N/A.