

## SERVICE ORDER: PURE CYBER SERVICES

### 1 KEY TERMS

<b>CUSTOMER NAME:</b>	AS SET OUT IN THE QUOTE
<b>CUSTOMER 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 / RENEWAL TERM:</b>	AS SET OUT IN THE QUOTE
<b>FEES:</b>	AS SET OUT IN THE QUOTE
<b>SITE(S):</b>	AS SET OUT IN THE QUOTE
<b>SERVICES</b>	AS SET OUT IN THE QUOTE
<b>CHARGES AND PAYMENT TERMS:</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 (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 Pure Cyber provides the software as a services ("**Pure Cyber Services**"), as set out in the Key Terms, and as per the terms of this Service Order and the Terms.
- 2.2 With the exception of the Key Terms above and Additional Terms below which shall take precedence, the Customer agrees to be bound by a separate Terms and Conditions , a copy of which can be accessed here <https://purecyber.com/terms-of-service-single-project-agreement> and <https://purecyber.com/terms-of-service-subscriptions> ("**Pure Cyber Terms**"). The Customer shall where applicable observe and comply with the Pure Cyber Terms. The Supplier accepts no liability for a breach of the Pure Cyber Services by the Customer or Pure Cyber.
- 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 Pure Cyber Terms by the Customer

## **3 ADDITIONAL TERMS**

- 3.1 The following additional terms apply to the provision of the Pure Cyber services:
  - 3.1.1 **Fees:**
    - 3.1.1.1 the Supplier shall invoice the Customer for the Pure Cyber Service.
    - 3.1.1.2 the Customer shall pay the Fees in full, within 7 days from the date of invoice.
  - 3.1.2 **Termination:**
    - 3.1.2.1 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 Pure Cyber Agreement is terminated for any reason.

3.1.2.2 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.

3.1.2.3 The customer must give 90 days notice to the supplier in order to cancel the service or to stop the service auto-renewing.

3.1.2.4 The supplier must supply updated pricing for the next term of this order no less than 90 days before the order is due to auto-renew.

## 3.2 **Support**

3.2.1 All support is provided directly by Pure Cyber to the Customer.

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