

Service Order # SampleCompany01

TO MASTER SERVICES AGREEMENT between Sample (“Company”) and Synapse Consultants Limited (“Contractor”) (“MSA”)

SO Date: 01st January 2025

This SO is entered into pursuant to the MSA and hereby incorporates by reference the terms and conditions of the MSA (and all schedules, exhibits and addenda to the MSA as applicable). Capitalised terms used in this SO shall have the meanings ascribed to them in the MSA, unless otherwise defined herein. The terms set out in this SO are in addition to the terms of the MSA which are incorporated into this SO. If there is any inconsistency between the terms of the MSA and the terms of this SO, the terms of the MSA will prevail except where this SO specifically references a provision of this MSA and modifies or disapplies it.

This SO is entered into on the SO Date set out above.

TERM

SO Commencement

Date: 01/01/2025

Initial Term: 36 months

SERVICES

Service Description: Backup as a Service (“BaaS”) Cyber Vault as further detailed in the Managed Service Definition document at Appendix 1 (“**Appendix 1**”), in particular section 2.1 (Service Package).

Hardware: The Contractor shall provide the hardware set out in Appendix 2 (Platform Components for this Service).

All such hardware needed to provide the Services shall be owned and supported by the Contractor and located at the Location specified below, save that the Contractor may change the service location at any time by notifying the Company.

Timetable: The timetable for delivery of the Services will be agreed between the parties during the low level design stage

Locations: Primary: Synapse360, GDC
Secondary: Synapse360, Douglas North

Specification: Cyber Vault Managed Service Monthly Cost

Key Personnel: None defined

Customer Dependencies

As set out in section 2.1 of Appendix 1 (Infrastructure Requirements)

SERVICE LEVELS

Service Levels & KPI: As set out in Appendix 3

Measurement Period: 3 consecutive calendar months

Catastrophic Failure: Failure to deliver the Cyber Vault service locally at both locations (defined above 'Locations') as a result of either a deficiency or failure of the infrastructure itself or the service provided by the Contractor

Persistent Failure: Failure to meet the SO KPIs as defined in Appendix for three consecutive months

FEES

Reference	Service Element	Cost ex VAT PCM
1	CyberRecovery Solution	£ 1,000.00
2	Professional Services (Included)	£ 0.00
Per Month Total		£ 1,000.00

All costs exclude VAT and subscription-based costs flex with scale.

Additional incurred hosting charges (overage) related to power and cooling may, at the discretion of the Contractor, be passed on to the Company at-cost incremental to the monthly fee

In the event of a Cyber Attack, and upon the Customer informing the Contractor of such, the first 8 (eight) hours of professional services performed are provided free of charge as part of this SO. This includes professional services that are out of hours.

This is limited to 2 instances in each 12-month period from the SO commencement date, being a maximum of 16 hours in any such 12-month period. Inclusive hours cannot be carried forward and are limited to 2 instances of 8 hours in any such 12-month period ("the Annual Allowance"). Any services provided outside of working hours will incur a surcharge of £125+VAT per hour at current rate.

Once the Annual Allowance is expended, additional specialist recovery professional services are available at the current rate of £250+VAT per hour (24x7) per FTE. Additional expenses will be charged at cost to the Contractor where an engineer is required to attend site. Expenses will be capped at £500+VAT per day.

DATA PROTECTION

This SO incorporates Schedule 2 (Data Protection) of the MSA and, if and to the extent the Contractor processes any Personal Data in connection with the Services, it will comply with its obligations set out in that Schedule.

To the extent that the Contractor processes any Personal Data for and on behalf of the Company under this SO, the parties shall agree below the details of the processing.

Subject-matter of the Processing: NA, the SO does not include data processing

Duration of Processing: NA, the SO does not include data processing

Nature and purpose of the Processing: NA, the SO does not include data processing

Types of Personal Data: NA, the SO does not include data processing

Categories of Data Subject: NA, the SO does not include data processing

SECURITY

Schedule 4 of this MSA: Applicable

OTHER TERMS

1. The exclusions and limitations in section 6 of Appendix 1 shall apply to the Service.
2. The Services shall be provided in accordance with the service levels described in section 7 of Appendix 1.
3. This SO shall have a term that commences on the SO Commencement Date and continues for the Duration as set out in this SO.
4. Upon expiration of the Duration set out in this SO, the Company may elect to continue to use the Service on the then existing terms and conditions on an interim basis while a new agreement is reached between the parties, as further detailed in section 8 of Appendix 1.
5. Upon termination of this SO, the Contractor shall use its best endeavours to assist the Company with the migration from the Service. The Company acknowledges that the Contractor may charge for this at the Contractor's then current professional service rates. Further details are set out in section 8 of Appendix 1 (Service Term Maturity).
6. Access to the service location or to any other Contractor premises afforded to the Company, its employees, subcontractors, suppliers and/or agents in connection with the Contractor's provision of the Services shall be conditional on their compliance with the Contractor's reasonable instructions and the Contractor's security, operational and health and safety policies and such restriction on numbers as the Contractor shall deem necessary. The Company shall procure the compliance of all such persons with these provisions. The Contractor shall be under no obligation to provide such access.

Buy-Out: Pursuant to clause 13.1 of the MSA, the Company may invoke Buy-Out as set out in Appendix 4.

<p>Sample</p> <p>Authorised Signatory 1:</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Print Title: _____</p> <p>Authorised Signatory 2:</p> <p>By: _____</p> <p>Print Name: _____</p>	<p style="text-align: right;">Synapse Consultants Limited</p> <p>By: _____</p> <p>Print Name: <u>Stephen Douglas</u></p> <p>Print Title: <u>Managing Director</u></p> <p>Print Title: _____</p>
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APPENDIX 1

**Accompanying document: (Managed Service Definition – Backup as a Service MSD-BAAS-01)
 Accompanying Company supplied document: (RFP for Backup Disaster Recovery as a Service v2.1.docx)**

APPENDIX 2

Platform Components for this Service:

'Primary' Site:

Item	Quantity	Description
1	1	Dell Data Domain Cache Appliance with 64TB Storage (Usable)
2	1	Dell Data Domain Cyber Vault Appliance with 64TB Storage (Usable)
3	1	Dell Sonicwall Cyber Vault Firewall
4	1	Dell Cyber Vault Server

'Secondary' Site

Item	Quantity	Description
1		Dell Data Domain Cache Appliance with 64TB Storage (Usable)
2		Dell Data Domain Cyber Vault Appliance with 64TB Storage (Usable)
3		Dell Sonicwall Cyber Vault Firewall
4		Dell Cyber Vault Server

APPENDIX 3

The following KPIs are defined for the service:

1. The Synapse BaaS Cyber Vault is redundant locally so the KPI may be delivered by providing sufficient uptime at either Cache or Vault over a measured time period. Uptime is defined by the elements specifically delivered within the BaaS being available locally.
2. Proactive monitoring. Synapse Foresight will monitor and manage the infrastructure providing capacity management and reporting. Advance warning of growth will be provided but it is the customer's responsibility to agree a service uplift or reduce their IT capacity within a reasonable timescale.
3. Severity based response by Foresight 'production' level (see MSD-Foresight-01 for service detail)
 - a. Priority 2 (degraded) SLA response 4 hours 8/5
 - b. Priority 3 (remediation) SLA response NBD 8/5

APPENDIX 4

The following Buy-Out terms apply to the hardware set out in Appendix 2:

Time elapsed since service inception date;	Amount payable as a % of original hardware cost
0 to 12 months	100%
12 to 36 months	Per sliding scale calculation below;

$$50\% + \left(\frac{\text{Number of days left in contract term}}{\text{Days of total contract term minus 365 days}} \times 50\% \right)$$