Data Processing Addendum

Computing Dynamics Limited

Version 2026.11.2, 24 November 2026

This Addendum sets out how Computing Dynamics processes personal data on behalf of its customers, as Article 28 of the UK GDPR requires. It forms part of every agreement for Computing Dynamics' services, and is published at www.computingdynamics.co.uk/terms/data-processing.

1. About this Addendum

1.1 This Addendum applies where Computing Dynamics processes personal data on the Customer's behalf in supplying services under:

- (a) an Agreement on Computing Dynamics' General Terms, including its Schedules for Pre-Paid Support, Managed Cyber Security, Managed Support and Other Services, and any project or other work ordered under it;
- (b) the Pre-Paid Support Terms, where the Customer has no Agreement on the General Terms; or
- (c) an earlier agreement, such as an earlier managed or proactive support agreement, as described in clause 1.4.

In this Addendum, **the Agreement** means whichever of those contracts applies.

1.2 This Addendum forms part of the Agreement and applies from the date the Agreement is formed, without a separate signature. The parties may also sign or accept a copy of it, by electronic signature or by email from the Customer's authorised representative, but this is not needed for it to apply.

1.3 If this Addendum conflicts with any other part of the Agreement on a matter concerning the processing of personal data, this Addendum prevails.

1.4 Where the Customer has an earlier agreement with Computing Dynamics that does not contain terms meeting Article 28 of the UK GDPR:

- (a) Computing Dynamics may give the Customer written notice that this Addendum will apply to that agreement from a date stated in the notice, which will be at least 14 days after the notice is given;
- (b) if the Customer continues to use the services after that date, it accepts this Addendum, which then forms part of that agreement until the agreement is replaced; and
- (c) from the date of the notice, Computing Dynamics will in any event process Customer Personal Data in line with this Addendum; and
- (d) where that agreement has no provision corresponding to a clause of the General Terms referred to in this Addendum, that clause applies for the purposes of this Addendum as if set out in it, with chargeable work charged at the rate that applies to the Customer.

1.5 Where the Customer receives Pre-Paid Support but no Services under the General Terms, references in this Addendum to the General Terms are to the corresponding provisions of the Pre-Paid Support Terms. In particular, chargeable work is deducted from the Customer's Balance or charged at the Ad Hoc Rate, liability is dealt with in clause 19, and changes in clause 22. Where the Pre-Paid Support Terms have no provision corresponding to a clause of the General Terms referred to in this Addendum, that clause applies for the purposes of this Addendum as if set out in it, with chargeable work charged at the rate that applies to the Customer.

2. Definitions

2.1 Capitalised terms that are not defined here have the meanings given in the General Terms or, for terms that the General Terms do not define, in Schedule 2 or Schedule 3. In addition:

Customer Personal Data means personal data that Computing Dynamics processes on the Customer's behalf in supplying the services, as described in Annex A.

Data Protection Law means the UK GDPR, the Data Protection Act 2018 (each as amended from time to time, including by the Data (Use and Access) Act 2025), any other UK law relating to the processing of personal data that applies to either party and, where it applies to the Customer, the EU GDPR.

Sub-processor means a third party engaged by Computing Dynamics that processes Customer Personal Data, including a subcontractor.

Sub-processor List means Computing Dynamics' list of Sub-processors, published at www.computingdynamics.co.uk/terms/sub-processors and available on request.

2.2 **Personal data**, **processing**, **controller**, **processor**, **data subject** and **personal data breach** have the meanings given in the UK GDPR.

3. Roles and instructions

3.1 For Customer Personal Data, the Customer is the controller and Computing Dynamics is the processor.

3.2 Computing Dynamics will process Customer Personal Data only on the Customer's documented instructions, unless UK law requires otherwise. The Agreement, including this Addendum, and any further written instructions from the Customer's main contact are the Customer's instructions. Where UK law requires other processing, Computing Dynamics will tell the Customer before carrying it out, unless the law prohibits this.

3.3 Computing Dynamics will tell the Customer immediately if it believes an instruction breaches Data Protection Law.

3.4 The Customer confirms that it has a lawful basis for the processing and has given data subjects the information that Data Protection Law requires.

3.5 The Customer is responsible for telling its users and other data subjects about processing that the services carry out on its behalf, including the scanning of email, monitoring of sign-ins and devices, web filtering, simulated phishing emails, security awareness training results and backup.

3.6 Computing Dynamics is a controller in its own right for business contact, billing and account-management information about the Customer's personnel, which it handles under its privacy notice. That information is not Customer Personal Data.

3.7 Information generated by Computing Dynamics' tools that identifies an individual is Customer Personal Data. Computing Dynamics may use it under clause 12.4 of the General Terms to supply and secure the services, and may use it to improve its services only in a form that no longer identifies any individual.

4. Confidentiality and personnel

4.1 Computing Dynamics will ensure that its staff and subcontractors who are authorised to process Customer Personal Data are bound by a duty of confidentiality, whether by contract or by statute.

4.2 Computing Dynamics will limit access to Customer Personal Data to those who need it to supply the services, and will remove that access promptly when someone no longer needs it.

5. Security

5.1 Computing Dynamics will apply appropriate technical and organisational measures to protect Customer Personal Data, as Article 32 of the UK GDPR requires, taking account of the risks of the processing. The measures in place on the date of this version are summarised in Annex B.

5.2 Computing Dynamics may update those measures from time to time, provided the overall level of protection is not reduced.

5.3 The Customer remains responsible for the security of its own systems, accounts and devices, and for decisions about who is given access to its data, except to the extent that the Agreement makes Computing Dynamics responsible for them.

6. Sub-processors

6.1 The Customer gives general authorisation for Computing Dynamics to engage the Sub-processors on the Sub-processor List. Only the Sub-processors that support the services the Customer receives will process its Customer Personal Data.

6.2 Computing Dynamics will give the Customer written notice of any new or replacement Sub-processor:

- (a) at least 15 days in advance, where the change is Computing Dynamics' own choice;
- (b) within five Working Days of being told of it, where a Sub-processor appoints or replaces its own sub-processor in a way that changes the Sub-processor List; or
- (c) as soon as practicable, where the change is needed urgently to keep the services secure or running.

6.3 The Customer may object to a change on reasonable data protection grounds by written notice within 15 days of the notice under clause 6.2. The parties will try in good faith to resolve the objection. If they have not done so within 30 days of the objection, the Customer may end the affected Service by written notice. No early termination charge is then payable and no waived charges are repayable. Where the affected Service is Pre-Paid Support, Computing Dynamics will refund the Customer's unused and unexpired Balance at the hourly price paid.

6.4 Computing Dynamics will put a written contract in place with each Sub-processor that imposes data protection obligations equivalent to those in this Addendum, and remains responsible to the Customer for each Sub-processor's performance of them.

6.5 Removing a Sub-processor needs no notice beyond updating the Sub-processor List.

7. International transfers

7.1 Computing Dynamics will not transfer Customer Personal Data outside the United Kingdom, or allow a Sub-processor to do so, unless a transfer mechanism permitted by Data Protection Law applies, such as UK adequacy regulations, the UK Extension to the EU-US Data Privacy Framework, the UK International Data Transfer Agreement or the UK Addendum to the EU Standard Contractual Clauses.

7.2 The Sub-processor List states where each Sub-processor processes Customer Personal Data and the mechanism relied on for any transfer outside the United Kingdom.

8. Personal data breaches

8.1 Computing Dynamics will tell the Customer without undue delay, and in any event within 72 hours after becoming aware of a personal data breach affecting Customer Personal Data. Computing Dynamics becomes aware when it, or a Sub-processor that tells it, has a reasonable degree of certainty that a breach has occurred.

8.2 The notice will include, as far as known, the nature of the breach, the categories and approximate numbers of data subjects and records concerned, the likely consequences, and the measures taken or proposed. Computing Dynamics will provide further information as it becomes available.

8.3 The Customer decides whether to notify the Information Commissioner's Office and the data subjects. Computing Dynamics will give reasonable help with the investigation and with any notification.

9. Assistance

9.1 Computing Dynamics will help the Customer to respond to requests from data subjects exercising their rights, taking account of the nature of the processing. If a data subject contacts Computing Dynamics directly, Computing Dynamics will pass the request to the Customer promptly and will not respond to it unless instructed.

9.2 Computing Dynamics will give reasonable help with the Customer's obligations on security, breach notification, data protection impact assessments and prior consultation (Articles 32 to 36 of the UK GDPR), taking account of the information available to it.

9.3 Help under clauses 8.3, 9.1, 9.2, 10 and 11 that goes beyond the services the Customer receives is chargeable under clause 10 of the General Terms. Time on a Security Incident is charged, or included, as clauses 8.5 and 8.6 of Schedule 2 and clause 7 of Schedule 3 set out. Help is not chargeable to the extent that it is needed because Computing Dynamics has breached this Addendum.

9.4 The Customer will tell Computing Dynamics in writing when a user leaves or changes role and their access to the Customer's systems or data should be removed or changed. Computing Dynamics aims to action a request that concerns access it administers within three Working Days of receiving it, or by a later date the Customer specifies. The Customer remains responsible for access that it administers itself. The work is included in the services or chargeable, as the Agreement provides.

10. Audit and information

10.1 Computing Dynamics will give the Customer the information reasonably needed to show compliance with this Addendum and Article 28 of the UK GDPR.

10.2 The Customer may audit Computing Dynamics' compliance on reasonable written notice, no more than once a year unless a personal data breach or a regulator requires otherwise. Audits will take place during Standard Hours, cause as little disruption as possible and be subject to reasonable confidentiality terms. Computing Dynamics may satisfy this clause by providing current certifications or independent assessment reports that cover the same ground.

10.3 The Customer will pay Computing Dynamics' reasonable costs of an audit, unless the audit shows that Computing Dynamics has materially breached this Addendum or follows a personal data breach caused by Computing Dynamics.

11. When a service ends: deletion and return

11.1 When a Service ends, Computing Dynamics will delete the Customer Personal Data it holds for that Service, as clause 21.5 of the General Terms describes, unless UK law requires it to keep it.

11.2 Customer Personal Data is returned only by an export that the Customer asks for before the end date, which is chargeable under clause 21.4 of the General Terms. Customer Records are handed over under clause 21.3 of the General Terms.

11.3 The Customer may ask in writing for Customer Personal Data to be deleted earlier. Where this affects a Service, Computing Dynamics will explain the effect before acting.

11.4 Data held in the platforms used to deliver a Service is deleted when the Service ends. Any remaining copies, including copies held in Sub-processors' own backups, are removed within 90 days. Until then they are kept confidential and not used.

11.5 Computing Dynamics removes its software from the Customer's devices as clauses 12.3 and 21.2 of the General Terms describe, and will confirm in writing that deletion is complete if the Customer asks.

11.6 Computing Dynamics may keep ticket records, invoices and contract records that it needs for its own legal, accounting and claims purposes, limited to what is necessary and subject to continued confidentiality.

12. Liability

12.1 Clause 17 of the General Terms applies to this Addendum, including the limit for data protection and security claims in clause 17.4(b). For an earlier agreement under clause 1.4, the liability terms of that agreement apply.

12.2 Nothing in this Addendum limits liability that cannot lawfully be limited.

13. Changes to this Addendum

13.1 Computing Dynamics may change this Addendum by giving the Customer at least 30 days' written notice. No change will reduce the protection of Customer Personal Data below what Article 28 of the UK GDPR requires. The current version, with its version number and date, is published at www.computingdynamics.co.uk/terms/data-processing.

13.2 If a change is materially to the Customer's disadvantage, the Customer may end the affected Services as clause 23.2 of the General Terms describes.

13.3 Changes to the Sub-processor List are dealt with under clause 6, not this clause.

14. Duration, law and disputes

14.1 This Addendum continues for as long as Computing Dynamics processes Customer Personal Data, including after the Agreement ends.

14.2 This Addendum, and any dispute or claim arising out of it, is governed by the law of England and Wales. Clause 24 of the General Terms applies to disputes, and the courts of England and Wales have exclusive jurisdiction.

Annex A: Details of processing

Item	Detail
Subject matter	Supply of the services described in the Agreement: managed IT support, managed cyber security, pre-paid support, website hosting, email security supplied on its own, online backup, disaster recovery, management of cloud servers and related projects
Duration	The term of the Agreement, and afterwards until deletion under clause 11
Nature of processing	Remote and on-site access to systems, accounts and devices; monitoring and management of devices; support ticketing; administration of user accounts and Microsoft 365 services. Where the services include them: scanning and filtering of email; monitoring of sign-ins and account activity; threat detection and containment on devices; backup and restore of Microsoft 365 data and of devices; web filtering and reporting of cloud application use; password management; administrator rights management; security awareness training and simulated phishing; monitoring for the Customer's credentials in known data breaches; vulnerability scanning and security reviews; Cyber Essentials assessment; hosting of the Customer's website and its content; backup of servers, computers and files to on-site equipment and cloud storage; administration of cloud servers in the Customer's own cloud subscription

Item	Detail
Purpose	To supply the services described in the Agreement
Types of personal data	Names, business contact details, usernames, device and sign-in details including IP addresses and locations; the content and metadata of emails, files, messages and other data held in systems Computing Dynamics supports or backs up; device activity and security logs; websites visited and cloud applications used; training and simulated phishing results; credentials found in data breaches; website content and any data submitted through the Customer's website, such as contact forms; data held on backed-up servers and computers. Password vault contents are held encrypted by the provider
Data subjects	The Customer's employees, contractors and former staff; the Customer's customers, suppliers and other people whose details appear in its systems or who correspond with it by email; visitors to the Customer's website
Special category data	None is intentionally processed. It may be held in emails, files and systems that Computing Dynamics supports or backs up

The Sub-processor List applies for the purposes of clauses 6 and 7.

Annex B: Security measures

The measures in place on the date of this version are:

- **Access control:** unique named accounts; multi-factor authentication enforced wherever the service supports it; privileged access limited to those who need it; Computing Dynamics' own credentials held in an encrypted password manager; Customer credentials held in an access-controlled documentation platform.
- **Devices:** full-disk encryption on all devices used to access Customer systems; endpoint protection on those devices.
- **Home working:** devices used only by authorised personnel, with automatic screen lock, in work areas not accessible to others.
- **Data protection:** Customer Personal Data encrypted in transit and at rest on the platforms used to deliver the services.
- **Monitoring and patching:** where the services include them, as the relevant Schedule describes.
- **Backup and recovery:** where the services include them, as the relevant Schedule or the Order describes.
- **Incident response:** a documented incident response procedure, including notification of personal data breaches under clause 8.
- **Testing:** security controls and the incident response procedure reviewed at least once a year.
- **People:** access only by Computing Dynamics staff and authorised subcontractors bound by confidentiality under clause 14 of the General Terms and clause 4 of this Addendum; access removed promptly when no longer needed.
- **Certification:** Cyber Essentials; the current certificate is available on request.

Optional acceptance

A signature is not needed for this Addendum to apply (clause 1.2). A Customer that wants a signed copy may sign below, or accept it by email.

For the Customer: Name, Position, Signed, Date

For Computing Dynamics Limited: Steve Bootes, Director. Signed, Date