Computing Dynamics Limited

Schedule 3: Managed Support

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This Schedule applies where a customer's Order includes Managed Support. It forms part of the Agreement and is read with the General Terms and, for the Core, Complete and Device-only Plans, with Schedule 2 (Managed Cyber Security). Prices, the Plan chosen and the length of the agreement are set out in the Order.

Please note in particular clause 4 (fair use), clause 5 (what is not included), clause 8 (response times are targets), clause 13 (charges for ending early) and, for customers moving from an earlier support agreement, clauses 12.3 and 15.

Part A: How this Schedule works

1. Definitions

1.1 In this Schedule, words defined in the General Terms or in Schedule 2 have the same meaning, and:

Covered Systems means: (a) the Users and Service Accounts charged under clause 9, and their Microsoft 365 accounts and services; (b) the Workstations and Servers charged under clause 9, with their operating systems and commonly used office software; (c) the Customer's Microsoft 365 tenant; (d) the network equipment at the Customer's premises that connects the Workstations and Servers, such as routers, firewalls, switches and wireless access points; (e) printers and other equipment connected to a Workstation or Server, to the extent of keeping them working with it; and (f) the host computer on which a Server charged under clause 9 runs as a virtual machine, which is not charged separately.

Plan means the Core, Complete, Device-only or Support-only Plan stated in the Order. Where Schedule 2 applies to the Customer under this Schedule, references in Schedule 2 to the Plan mean the Schedule 2 Plan included under clause 2.1.

Server means a Device that runs a server operating system or is used mainly to provide services to other Devices.

Service Account means a licensed account in the Customer's Microsoft 365 tenant that is not used by a named individual, and that Computing Dynamics has agreed to treat as a service account and recorded in the Order or otherwise in writing.

Service means the Managed Support supplied to the Customer under this Schedule, together with any Managed Cyber Security that forms one Service with it under clause 2.4.

Standard Prices means Computing Dynamics' prices for the Customer's Plan for new customers at the time, as notified to the Customer.

Support Component means the part of the Fees made up of the support charge, which the Order states separately, for each User (including each User charged at the additional user price, but not a Service Account), each Server and, on the Device-only Plan, each Workstation. On the Support-only Plan, it means the whole of the Fees for Managed Support.

Waived Charges means, for the Service, one-off charges waived under clause 11, including charges waived under clause 5.3 of Schedule 2.

Workstation means a Device that is not a Server.

2. How this Schedule works with Schedule 2

2.1 The Core and Complete Plans include the Managed Cyber Security Plan of the same name under Schedule 2. The Device-only Plan includes the Device-only Plan under Schedule 2. The Support-only Plan includes no Schedule 2 Plan and is available only as described in clause 15.

2.2 Where a Plan includes a Schedule 2 Plan, Schedule 2 applies to it as well as this Schedule, except that: (a) the Fees are calculated under clause 9 of this Schedule in place of clauses

4.1 and 4.5 of Schedule 2; (b) time on Security Incidents is dealt with under clause 7 of this Schedule in place of clauses 8.5 and 8.6 of Schedule 2; and (c) ending the Service early is dealt with under clause 13 of this Schedule in place of clauses 13.1 and 13.2 of Schedule 2.

2.3 Clauses 4.2 to 4.4 (counting and changes in numbers), 6 (length of the agreement and renewal) and 7 (price changes) of Schedule 2 apply to every Plan under this Schedule, including the Support-only Plan.

2.4 Managed Support and any Managed Cyber Security for the same Customer form one Service with one end date. The Start Date of the Service is the Start Date of whichever was supplied first. Managed Support added later starts on the date stated in its Order.

2.5 If this Schedule and Schedule 2 conflict on a matter that concerns Managed Support, this Schedule prevails.

Part B: What is included

3. Support included in the Fees

3.1 Computing Dynamics will provide remote support for the Covered Systems during Standard Hours. This includes diagnosing and fixing faults, answering users' questions about the Covered Systems, and routine administration such as setting up, changing and removing user accounts, mailboxes, permissions and licences, resetting passwords and adjusting settings.

3.2 Computing Dynamics will monitor the Covered Systems for faults and capacity problems, keep them updated as described in Schedule 2 (or, on the Support-only Plan, as Computing Dynamics reasonably considers appropriate), check that backups it manages are completing, and keep a record of the Customer's systems.

3.3 Where Computing Dynamics decides that a fault in a Covered System cannot reasonably be resolved remotely, it will attend the Customer's premises. The time on site is included. Travel is dealt with under clause 6.

3.4 Computing Dynamics will liaise with the Customer's other suppliers, such as its internet provider and the vendors of its business software, about faults that affect the Covered Systems.

3.5 Restoring files, emails and other data at the Customer's request from backups that Computing Dynamics manages for the Customer is included. Rebuilding a Workstation or Server, or recovering the Customer's systems after a major failure, is additional work under clause 5, except to the extent that clause 7 includes it.

3.6 Computing Dynamics will support the Customer's business software on a reasonable-efforts basis, which is mainly liaison with its vendor. The Customer will keep a support agreement with the vendor of any business software it relies on.

3.7 Computing Dynamics will help, on a reasonable-efforts basis, with access to the Customer's Microsoft 365 email and services on users' mobile phones and tablets. The phones and tablets themselves are not Covered Systems.

4. Fair use

4.1 There is no limit on the hours of support included under clause 3. The Fees are set on the basis of the support that an organisation of the Customer's size and type would normally need.

4.2 If the Customer's use of support is consistently well above that level, or results from a matter described in clause 6.4, 7.2 or 7.3 of the General Terms, Computing Dynamics will discuss it with the Customer. If it cannot be resolved, Computing Dynamics may, on at least 30 days' written notice that states the level of use above which time will be charged, charge the time above that level as additional work under clause 5.

5. What is not included

5.1 The following are not included in the Fees and are chargeable under clause 10 of the General Terms at the Standard Rate, with the minimum periods, multipliers and travel allowances in the Charges: (a) on-site visits made at the Customer's request, or for work that is not included; (b) work outside Standard Hours, which is at Computing Dynamics' discretion; (c)

projects, office moves, new systems, installations, upgrades and migrations, including Server upgrades and migrations; (d) setting up a new or replacement computer, which is charged at the fixed set-up charge in the Charges, with time for moving data held only on the old computer, installing specialist software and moving licences charged in addition; (e) support for computers, servers, accounts and equipment that are not Covered Systems; (f) training; (g) work made necessary by a matter described in clause 6.4, 7.2 or 7.3 of the General Terms; and (h) time on a Security Incident beyond the time included under clause 7.

5.2 Hardware, software, licences, consumables and third-party charges are not included. Server backup and Workstation Image Backup are Add-ons under Schedule 2 for the Core and Complete Plans, and are otherwise supplied under Schedule 4 (Other Services).

5.3 Computing Dynamics will tell the Customer before starting work that it believes is chargeable, as clause 10.3 of the General Terms describes. Work that Computing Dynamics estimates will take more than 10 hours is quoted separately.

6. On-site visits and travel

6.1 Each of the Customer's sites is assigned a travel zone, as described in the Charges. The zone is stated in the Order.

6.2 For every visit to a site in a zone that carries a travel allowance under the Charges, the allowance is charged at the Standard Rate. This applies to visits under clause 3.3 as well as to chargeable visits.

6.3 A site's zone stays the same until Computing Dynamics reviews it, on at least 30 days' written notice. A change in the location of Computing Dynamics' base does not by itself change a site's zone.

7. Security Incidents

7.1 On the Core, Complete and Device-only Plans, up to two hours of Computing Dynamics' time in Standard Hours on each Security Incident is included in the Fees, whether the incident is detected by the Service or reported by the Customer. Time outside Standard Hours is dealt with under clause 8.4 of Schedule 2. Time on a Security Incident that results from a matter described in clause 6.4, 7.2 or 7.3 of the General Terms is chargeable under clause 5.1(g) and is not included.

7.2 Further time on a Security Incident is chargeable at the Standard Rate. Computing Dynamics will agree further work with the Customer before carrying it out, except where it acts immediately under clause 8.2 of Schedule 2.

7.3 On the Support-only Plan, no time on a Security Incident is included. So that containment can start without delay, the first 30 minutes on each Security Incident are approved in advance. That time, and any further time, is chargeable at the Standard Rate. Further work will be agreed with the Customer first.

7.4 Clauses 8.2 and 8.3 (immediate containment, and the disruption it causes), 8.7 and 8.8 (the Customer's part in an incident, and what incident response does not include) of Schedule 2 apply to every Plan under this Schedule, including the Support-only Plan. On a Plan that does not include the Security Operations Centre, the references to it do not apply.

8. Requests, priorities and response targets

8.1 The Customer's authorised contacts may raise requests by the methods Computing Dynamics publishes from time to time. A request that the Customer considers to be Priority 1 must be made by telephone.

8.2 Computing Dynamics will assign each request a priority, acting reasonably, and will aim to respond within the following target times during Standard Hours. A response means that a technician has acknowledged the request and started work on it, not that the problem has been resolved.

Priority 1, critical: all functionality unavailable, or all users affected. For example: the main server or system, network switching, email or the internet connection is down, or a virus with a high risk of data loss, such as ransomware, is detected. Target response: within 1 working hour.

Priority 2, high: a business-critical function unavailable, or many users affected. For example: email or the internet connection is disrupted, a critical application such as the accounts system is offline, a critical process such as payroll cannot proceed, a branch office is offline, backups have failed for three days in a row, or a user is locked out of their computer. Target response: within 4 working hours.

Priority 3, normal: limited degradation of service, or a few users affected. For example: minor network performance problems, backups failing for the first time, webmail or mobile access disrupted, or one computer not working. Target response: within 1 Working Day.

Priority 4, low: a minor issue or scheduled request, or one user affected. For example: a non-critical issue where the user can still work, setting up a new user, moves and changes, or a scheduled installation. Target response: within 3 Working Days, or on an agreed schedule.

8.3 These are targets and not guarantees, as clause 4.3 of the General Terms states. No service credits or other compensation are payable if a target is missed. There are no resolution targets: Computing Dynamics will work to resolve each request as quickly as is reasonably practicable, which may depend on third parties.

8.4 There are no response targets outside Standard Hours. Monitoring by the Security Operations Centre under Schedule 2 continues at all hours.

Part C: Fees and term

9. Fees

9.1 On the Core and Complete Plans, the Fees are charged each month at the prices in the Order, as follows: (a) the user price for each User, which includes one Workstation; (b) the additional user price, in place of the user price, for each User in excess of the number of Workstations, being a User who shares a Workstation that is already covered or who has no Workstation; (c) the additional device price for each Workstation in excess of the number of Users; (d) the server price for each Server; and (e) the service account price for each Service Account.

9.2 On the Device-only Plan, the Fees are the device-only price for each Workstation and each Server.

9.3 On the Support-only Plan, the Fees are the support price for each User, or for each Workstation where the Order states that the Fees are calculated on Devices, and for each Server. Any security products that the Customer already receives from Computing Dynamics continue as separate items at their existing prices until changed under the Agreement.

9.4 A Service Account is not counted as a User under clause 9.1(a) to (c) or for any minimum. No support charge applies to it, and support relating to it is provided as part of the support for the Users who use it. Every licensed account that is not recorded as a Service Account is a User. Either party may ask for the record of Service Accounts to be reviewed, and Computing Dynamics will review it each year at the annual price review.

9.5 The Order may state a minimum number of Users and Devices. Where it does: (a) the number of Users used to calculate the Fees is the actual number or the minimum, whichever is greater; and (b) where the number of Workstations and Servers together is less than the minimum number of Devices, the number of Workstations used to calculate the Fees is increased by the difference.

9.6 Every Order for Managed Support states the support charge included in each price, so that the Support Component can be calculated.

10. Adding and removing Users and Devices

10.1 Users, Devices and Service Accounts are added and removed, and the Fees adjusted, as described in clause 4.2 of Schedule 2. The Fees cannot fall below any minimum in the Order.

10.2 The Customer will tell Computing Dynamics in advance, where it can, about new starters, leavers and new computers, so that accounts and Devices can be set up and removed in time.

11. One-off charges

11.1 The onboarding charge stated in the Order is payable when the Order is accepted. It is waived where the Initial Term is 36 months.

11.2 No one-off charge applies when Users, Workstations, Servers or Service Accounts are added.

11.3 Moving from the Core Plan to the Complete Plan, or adding an Add-on, is charged as described in clauses 5.2 and 5.3 of Schedule 2.

11.4 Where a Customer that already receives Managed Cyber Security adds Managed Support, Managed Support ends on the same date as the existing Service unless a new term is agreed in the Order. A one-off charge equal to one month's Support Component is payable, and is waived in the circumstances described in clause 5.3(b) of Schedule 2.

11.5 Waived Charges become repayable if the Service ends early, as set out in clause 13.

12. Term and price changes

12.1 The Initial Term, renewal and notice are as set out in clause 6 of Schedule 2. There is no rolling monthly option.

12.2 Prices change as set out in clause 7 of Schedule 2, including the cap that applies during a 36-month Initial Term.

12.3 Where the Order states that the Customer is moving from an earlier support agreement and sets transitional prices: (a) those prices apply until the end of the current Committed Term; (b) at least 60 days before the end of each Committed Term, Computing Dynamics will tell the Customer the prices for the next Renewal Term, moving towards the Standard Prices, and if it does not, the Service renews at the current prices; (c) if the Customer does not accept the notified prices, it may end the Service at the end of the current term by written notice given at least 30 days before that date, and otherwise the Service renews at those prices; and (d) clauses 9.1 to 9.3 of the General Terms and clause 7.2 of Schedule 2 do not apply to the recurring prices in the Order until they reach the Standard Prices. The Charges continue to change under clause 9.1 of the General Terms.

12.4 Moving to the Device-only or Support-only Plan from the Core or Complete Plan, or ending Managed Support while keeping Managed Cyber Security, is a move to a lower Plan under clause 6.6 of Schedule 2 and can take effect only from the end of the Committed Term.

13. Ending the Service early

13.1 The Customer may end the Service before the end of a Committed Term by giving at least 30 days' written notice. If it does so, the charges in this clause are payable.

13.2 For the part of the Fees other than the Support Component, the early termination charge is 75% of that part of the Fees that would have been payable from the date the Service ends to the end of the Committed Term, calculated on its average monthly amount over the three months before notice of termination was given by either party.

13.3 For the Support Component, the early termination charge is: (a) three months' Support Component where the Committed Term is 12 months; (b) six months' Support Component where the Committed Term is a 36-month Initial Term; or (c) if less, the Support Component for the rest of the Committed Term. It is calculated on the average monthly Support Component over the three months before notice of termination was given by either party.

13.4 Waived Charges are repayable in the proportions set out in clause 13.3 of Schedule 2, which applies to every Plan under this Schedule. The Cyber Essentials certification fee is repayable as set out in clause 13.4 of Schedule 2. Resold licences remain payable under clause 5.5 of the General Terms.

13.5 Clause 13.6 of Schedule 2 applies, so these charges are also payable where Computing Dynamics ends the Service under clause 20.2, 20.3 or 20.4 of the General Terms, and are not payable in the cases listed in clause 20.6 of the General Terms.

13.6 The Customer accepts that these charges reflect Computing Dynamics' commitments to its suppliers for the security services, and the time needed to replace the income from the support services, and that they are a fair price for ending early.

Part D: Other terms

14. The Customer's responsibilities

14.1 Clause 6 of the General Terms and, where the Plan includes a Schedule 2 Plan, clause 3 of Schedule 2 apply. In addition, the Customer will: (a) keep the Covered Systems connected to the internet so that they can be supported remotely; (b) give Computing Dynamics reasonable access to its premises for on-site visits; and (c) keep a support agreement with the vendor of any business software it relies on, as clause 3.6 describes.

15. Support-only Plan

15.1 The Support-only Plan is available only to a Customer that already had a support agreement with Computing Dynamics before moving to this Schedule.

15.2 Computing Dynamics recommends the Core or Complete Plan to every Customer with Microsoft 365. By choosing the Support-only Plan, the Customer confirms in the Order that it has received that recommendation, has declined it, and accepts the risks that the recommended Plan is designed to reduce. Clause 7.2 of the General Terms applies.

15.3 Computing Dynamics' management software remains installed on the Workstations and Servers so that Computing Dynamics can monitor and support them. It is not a security service.

15.4 Computing Dynamics will repeat its recommendation at each renewal.

16. Arrangements for a particular Customer

16.1 The Order may state different Standard Hours for the Customer. Where it does, the extended-hours and out-of-hours periods in the Charges are adjusted around them, as stated in the Order.

16.2 Any other arrangement for a particular Customer applies only if the Order states it expressly, as clause 2.2 of the General Terms describes.

17. Replacing an earlier support agreement

17.1 Where the Order states that it replaces an earlier support agreement between the parties, that agreement ends on the Start Date, as clause 25.3 of the General Terms describes. Fees paid in advance under it for any period after the Start Date are credited against the Fees.

17.2 Work carried out before the Start Date is charged under the earlier agreement.

18. When the Service ends

18.1 When the Service ends, clause 21 of the General Terms applies and, where the Plan includes a Schedule 2 Plan, clause 14 of Schedule 2 also applies. This includes the handover of the Customer Records.