Computing Dynamics Limited

Schedule 4: Other Services

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This Schedule applies where a customer's Order includes website hosting, email security supplied on its own, online backup, disaster recovery or cloud servers. It forms part of the Agreement and is read with the General Terms. What is supplied, for which systems, and at what price is set out in the Order.

Please note in particular clause 3 (usage-based charges), clause 4 (length of the agreement and charges for ending early) and clause 10 (what happens to data when a service ends).

Part A: All Other Services

1. Definitions and scope

1.1 In this Schedule, words defined in the General Terms have the same meaning, words defined in Schedule 2 or Schedule 3 (such as Plan, Add-on, Security Incident and Server) have the meanings given there, and:

Other Service means each of the services described in clauses 5 to 9 that is included in the Order.

Committed Term means the Initial Term or the current Renewal Term of an Other Service.

Usage Charges means charges that depend on the amount of a resource used, such as storage, computing time or data transfer.

1.2 Each Other Service is a separate Service under the General Terms. The Order states, for each one, what is supplied, the systems or data it covers, its prices and its Initial Term.

1.3 This Schedule does not apply to a service that is part of the Customer's Plan under Schedule 2 or that is supplied as an Add-on under Schedule 2. It applies to every other service described in clauses 5 to 9, including where the Customer also has Managed Cyber Security or Managed Support.

2. What the Customer needs to do

2.1 Clause 6 of the General Terms applies. In addition, the Customer will tell Computing Dynamics promptly about any change that affects an Other Service, such as new data or systems that need to be covered, and will check the information Computing Dynamics sends it about the service, such as backup reports.

3. Charges

3.1 Fixed charges are charged monthly at the prices in the Order. Usage Charges are charged monthly in arrears, at the prices in the Order or, for a resold cloud service, at the provider's prices plus any margin stated in the Order.

3.2 Usage is measured from the provider's or Computing Dynamics' records, which are conclusive in the absence of an obvious error. The Customer is responsible for the usage caused by it and its users, including usage that grows over time.

3.3 Computing Dynamics may set spending alerts or limits on a cloud service to help control Usage Charges. It will not reduce or stop a service to keep within a limit without the Customer's agreement, except where clause 19 of the General Terms allows it.

3.4 Price changes are made under clause 9 of the General Terms. Changes to a provider's prices for a resold service, including Usage Charges, are passed on under clause 9.5 of the General Terms.

4. Length of the agreement and ending early

4.1 Subject to clause 4.5, the Initial Term of each Other Service is stated in the Order or, if none is stated, is 12 months from its Start Date. Where Computing Dynamics was already

supplying the Other Service when the Order was accepted, the Initial Term runs from the date the Order was accepted. At the end of the Initial Term, and of each Renewal Term, the Other Service renews for a further Renewal Term of 12 months, unless either party has given the other at least 30 days' written notice before the end of the current term that it does not wish to renew.

4.2 The Customer may end an Other Service before the end of a Committed Term by giving at least 30 days' written notice. The early termination charge is then the greater of: (a) 75% of the fixed charges that would have been payable from the date the Other Service ends to the end of the Committed Term; and (b) any amount that Computing Dynamics must pay its supplier for the rest of a commitment it made to supply that Other Service, such as a fixed-term subscription or the cost of backup equipment, to the extent that it cannot reasonably avoid it. No early termination charge applies to Usage Charges.

4.3 These charges are also payable where Computing Dynamics ends the Other 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.

4.4 Where a Customer moves an Other Service onto Managed Cyber Security or Managed Support, for example by replacing email security supplied on its own with the Core Plan, no early termination charge is payable for the Other Service, provided the new Service has an Initial Term of at least the remaining part of the Other Service's Committed Term.

4.5 Where Computing Dynamics brings an Other Service that it was already supplying under this Schedule by written notice, and the Customer has not accepted an Order for it, there is no Initial Term. Either party may end that Other Service by giving at least 30 days' written notice, and no early termination charge is payable. Clauses 4.1 to 4.4 apply once the Customer accepts an Order for it.

Part B: Each Other Service

5. Website hosting

5.1 Computing Dynamics will host the Customer's website on the platform stated in the Order and keep the hosting platform updated.

5.2 The Customer is responsible for the content of its website and for making sure it is lawful. Changes to content, design, plugins or website software are not included and are chargeable under clause 10 of the General Terms, unless the Order states otherwise.

5.3 Computing Dynamics may take the website offline where it reasonably considers that it has been compromised or is being used unlawfully, under clause 19 of the General Terms.

5.4 Domain names are registered in the Customer's name where the registry allows. Renewal fees are charged at the prices in the Order.

5.5 Backup of the website is included only to the extent stated in the Order.

6. Email security supplied on its own

6.1 Where the Customer has email security without a Managed Cyber Security Plan, Computing Dynamics will scan incoming email for each user stated in the Order for spam, phishing and harmful links or attachments, and will manage the settings of the service.

6.2 Users can review and release quarantined email themselves. Help with individual messages is chargeable under clause 10 of the General Terms, unless another Service covers it.

6.3 The service does not include monitoring of accounts, response to a Security Incident or backup. Time on a Security Incident is chargeable under clause 10 of the General Terms. As clause 16.1 of the General Terms states, no security service can prevent every attack.

6.4 Computing Dynamics may move the service to a different email security platform under clause 5.3 of the General Terms.

7. Online backup

7.1 Computing Dynamics will back up the data and systems listed in the Order, at the frequency and for the retention period stated in the Order.

7.2 The Customer is responsible for telling Computing Dynamics about data that needs to be added to the backup. Data not listed in the Order is not backed up.

7.3 Storage is charged as stated in the Order, for example for each 10GB block used.

7.4 Computing Dynamics monitors whether backups complete and will investigate failures. Restoring data at the Customer's request is chargeable under clause 10 of the General Terms, unless the Customer has Managed Support, in which case clause 3.5 of Schedule 3 applies.

8. Disaster recovery

8.1 Computing Dynamics will back up the servers and computers listed in the Order to backup equipment at the Customer's premises and, where the Order says so, copy the backups to a cloud service. The Order states the frequency and retention period for each server or computer.

8.2 The backup equipment remains the property of Computing Dynamics or its supplier. The Customer will keep it in a suitable location with power and network access, and will return it when the service ends.

8.3 Computing Dynamics monitors whether backups complete and will investigate failures.

8.4 Restoring files, running a server from its backup after a failure, recovering systems in a disaster and testing a recovery at the Customer's request are chargeable under clause 10 of the General Terms, unless the Order states otherwise. For a Customer with Managed Support, clause 3.5 of Schedule 3 applies to restores of files and data.

9. Cloud servers

9.1 Computing Dynamics will provide and manage the cloud servers described in the Order on the cloud platform stated there. The platform is a Third-Party Service under clause 5 of the General Terms.

9.2 Cloud servers are charged as Usage Charges, together with any fixed management charge in the Order.

9.3 Data on a cloud server is backed up only to the extent stated in the Order.

9.4 Support for a cloud server is included only to the extent stated in the Order or provided under Managed Support, where it is a Server under Schedule 3. Changes to the size or configuration of a cloud server are made only with the Customer's agreement, and may change the Usage Charges.

10. When an Other Service ends

10.1 Clause 21 of the General Terms applies. Data held in the service, including backups and website files, is deleted when the service ends, as clause 21.5 of the General Terms describes. The Customer must ask before the end date for any export it needs, which is chargeable.

10.2 Where the Customer wants a website, domain name or cloud server moved to another provider, Computing Dynamics will help, and the work is chargeable under clause 21.4 of the General Terms.

10.3 The Customer will return any backup equipment under clause 21.6 of the General Terms.