

# Services Schedule for

# Haslemere Town Council



### **PAAC IT Ltd**

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This Schedule is supplemental to the General Terms and Conditions on paacit.com/terms.

PAAC IT Limited, a company incorporated in England and Wales, registration number 07070674, having its registered office at First Floor, Bernay House, Lower Street, Haslemere, Surrey, GU27 2PE (**"PAAC IT"** or "We" or "Us"); and

Haslemere Town Council, with registered address at Town Hall, High St, Surrey, GU27 2HG (the "Client" or "You" or "Your.

The parties have indicated their acceptance of PAAC IT's General Terms and Conditions and this Schedule by executing it below.

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#### 1. Introduction

- 1.1 Words and phrases used with capital letters in this Service Schedule shall have the meanings given in the General Terms and Conditions, unless otherwise defined in this Schedule.
- 1.2 References to Clauses and Schedules are to the clauses of and schedules to this



Service Schedule and references to Paragraphs are to paragraphs of this Service Schedule, unless otherwise stated.

1.3 Where there is a difference between the General Terms and Conditions and this Schedule, the wording in this Schedule will prevail.

#### 2. **Definitions**

2.1 In this Schedule We use words that have defined meanings. The definitions are contained in our General Terms and Conditions.

#### 3. Scope

- 3.1 The Services are covered by this Schedule shown in the table below. Changes to the Services may my incorporated through an addendum to the Schedule.
- 3.2 Charges shown below are exclusive of VAT or any other tax.
- 3.3 Our current hourly rates for additional Services are:
  - a) IT Support: £105 per hour
  - b) Website Development: £115 per hour
  - c) Software Development £140 per hour
  - d) Consulting Services: £150 per hour

Description	Per Month	Term
IT Support	£150.00	£7,200
Cyber Security	£181.71	£8,722.08
Office 365	£8.60	£412.80
Backup	£15.00	£720
Website Hosting	£55.00	£2,640

Pricing is based on a per unit cost. The cost will remain constant; however, the quantities will vary on actuals.



#### 4. **Term of this Schedule**

- 4.1 The Initial Term of this Schedule will begin on the 1<sup>st</sup> May 2024 and will continue for four calendar year unless terminated earlier in accordance with this Schedule.
- 4.2 Following the Initial Term, this agreement will automatically renew for the following year (12 months), unless terminated earlier in accordance with this Schedule.

#### 5. **Termination**

- 5.1 Following the Initial Term either party shall have the option to terminate this Agreement, without cause, by providing ninety (90) days' written notice of its intent to terminate the Agreement without cause.
- 5.2 You may terminate the Schedule or an individual Service on 90 days' prior written notice to at any time if We give you notice that We intend to:
  - 5.2.1 increase the Charges; or
  - 5.2.2 amend the provisions of a Service.
- 5.3 We may at our option suspend provision of the whole or part of a Service or terminate the Schedule immediately without liability to you:
  - 5.3.1 upon giving 90 days written notice to you if you commit any breach of any term of the Schedule (or in the case of any breach capable of remedy you do not remedy such breach within 72 hours of a request to do so);
  - 5.3.2 in any circumstances where We are entitled to suspend or terminate noted anywhere in the Schedule or Our Terms and Conditions;
  - 5.3.3 if you provide, or if We discover that you have provided, us with misleading or inaccurate information;
  - 5.3.4 if We are directed by any competent authority to cease the provision of the Service or any part of it; or
  - 5.3.5 in the event of an emergency and We are unable to contact any of your emergency contacts within thirty minutes of attempting to do so.
  - 5.3.6 in the event of any actual or suspected security breach.

#### 6. **Consequences of Termination**

6.1 Upon termination of the Schedule or a Service for any reason We will suspend your access to the Service and may delete all data stored on the Service. It is your responsibility to transfer out data stored on the Service prior to the date of termination and when using email services to arrange for any incoming and



outgoing emails received or sent after termination to be directed to an appropriate alternative service. We shall not be liable for loss or damage suffered by you in connection with any failure by you to comply with this clause.

- 6.2 You acknowledge that once deleted, data cannot be retrieved by You or Us from the Service.
- 6.3 All Charges and any other sums due and payable under this Schedule shall become immediately due and payable and all rights and usage in respect of the Service Supplier Licences shall cease immediately in the event of termination for any reason whatsoever. Any provision which expressly or by implication is intended to continue in full force and effect shall continue in full force and effect.
- 6.4 In the event that this Schedule is terminated for whatever reason We may at our discretion and subject always to the terms of the Service Supplier Licences permit you to access the Service for a period of 24 hours following termination solely for the purpose of transferring stored emails and data out of the Service. We may at our discretion and the discretion of the Service Supplier offer to transfer such data subject to Us agreeing terms with you and We may charge for doing so.

#### 7. Charges and Payment

- 7.1 Current Charges for the Services are shown in section 3, Scope above.
- 7.2 Our service charges are fixed for the four year term of this agreement but we may pass on price changes from our Service Suppliers.
- 7.3 Charges from our Service Suppliers may be varied on 30 days' notice.
- 7.4 We reserve the right to review the Charges at each anniversary of applicable Schedules but will discuss any proposed changes with you prior to their implementation.
- 7.5 All charges are excluding VAT or any other taxes.
- 7.6 Recurring Charges are payable monthly in advance and are to be paid by Direct Debit established by Us.
- 7.7 PAAC IT Services in relation to implementation and migration of the Services will be invoiced in arrears.
- 7.8 Charges for work requested outside of the scope of the schedules and for parts and software are payable on receipt of the Invoice.
- 7.9 Travel expenses will be charged at cost for visits to premises more than 30 miles from Our offices or repair base.
- 7.10 To the extent that We do not receive payment within 7 days of the date of the invoice due date We reserve the right to either terminate this Schedule for breach



in accordance or to suspend the Service (in whole or in part) with immediate effect at our option.

- 7.11 Failure to establish a direct debit arrangement or to pay for the services when due may result in Service suspension or cancellation.
- 7.12 We reserve the right to charge interest on all overdue debts at the rate of 2% above NatWest Bank base rate per month or part of a month.



## **PAAC IT Support**

- 7.13 The Services are covered by this Schedule are IT Support and IT Support Plus from PAAC IT Ltd.
- 7.14 Service Commencement Date: 1<sup>st</sup> May 2024
- 7.15 The chosen range of Equipment covered, level of service and days / hours of cover are shown in section 3, Scope, above.
- 7.16 The location for Site visits will be the Town Hall, High St, Surrey, GU27 2HG.
- 7.17 The activities included with Support and Support Plus are shown in the following table

Activity	Description	Support	Support Plus
Device Monitoring	We will monitor Your devices through a remote agent installed on Your Equipment and action alarms received.	$\checkmark$	$\checkmark$
Patch Management	We will manage the regular and timely software updates to Your Equipment and schedule the updates at a time suitable to Your staff.	$\checkmark$	$\checkmark$
Helpdesk	We will provide a helpdesk for Your Staff to raise trouble tickets and request service	$\checkmark$	$\checkmark$
Remote Fix	We will remotely access Your Equipment to rectify issues where ever possible	$\checkmark$	$\checkmark$
New Staff Onboarding	When new staff join, we will create relevant accounts, customise access permissions and configure their devices.	$\checkmark$	$\checkmark$
Leaver Management	When someone leaves, We will remove access permissions and redirect their communications.	$\checkmark$	$\checkmark$
Preventative Maintenance	We will schedule regular visits to Your site to perform preventative maintenance tasks such as check and clean, ensure software is up to date, check operation and update records.		~
On Site Service	We will attend to Your site to address issues that We cannot fix remotely. If necessary, we will take Equipment back to our premises for repair.		$\checkmark$



Annual IT audit and review	We will maintain a record of Your IT assets and conduct an annual audit	~
Quarterly reviews	We will meet with You quarterly to review your IT estate, update on any projects, discuss future developments and review helpdesk tickets.	V
Cyber Threat Prevention	We will continuously monitor the levels of cyber risks, make You aware of current threats and make recommendations on Your security posture.	$\checkmark$

- 7.17.1 Remote monitoring will apply to Equipment that can support Our software agent.
- 7.17.2 You will need to provide Us with reasonable notice of new joiners and leavers.
- 7.17.3 Costs of additional software and hardware will be separately Chargeable.
- 7.18 Your responsibilities are to:
  - 7.18.1 Run Enterprise Security Software that includes automatic remote reporting on all Servers and Workstations included in this Schedule and authorise PAAC IT manage and maintain the Security Software;
  - 7.18.2 Allow Us to install Remote Monitoring and Management Software on all Servers and Workstations included in this agreement;
  - 7.18.3 Follow Our recommendations for keeping Equipment at an acceptable level of technical and operational currency;
  - 7.18.4 Provide Our staff with access to the Your site and facilities to carry out responsibilities under this agreement;
  - 7.18.5 Be responsible for managing security, user logon and authentication for applications outside the scope of this Schedule.
- 7.19 You may at any time request a Change to the Scope in this Schedule.
  - 7.19.1 The Change may include the scope of Equipment, the Support level and / or the days and hours of cover. You should raise the required change to PAAC IT who will respond with the change in Charges for the new Scope.



- 7.19.2 If We both agree the changes, they will be documented as an annex to this Schedule.
- 7.19.3 Until such time as a Change is made in accordance with this Clause, the Parties shall, unless otherwise agreed in writing, continue to perform their respective obligations under this Schedule in compliance with its terms prior to the Change.
- 7.19.4 Changes to the Charges for additions and subtractions to the Equipment schedule will take effect from the following billing cycle.



### **PAAC Security Services**

#### 8. Security and Encryption Software

- 8.1 The Services are covered by this Schedule are ESET Protect Advanced Software from ESET UK, and associated implementation and support services from PAAC IT Ltd.
- 8.2 Service Commencement Date: 1<sup>st</sup> May 2024
- 8.3 The Services selected, the quantities and Charges are shown in Section 3, Scope above.
- 8.4 Services may be added or removed on a month-by-month basis.
- 8.5 In the course of provisioning and providing the Service personal data (such as name, surname, address, email address) of Your nominated representative will be shared with ESET.
- 8.6 In the course of providing the Service, ESET may upload various pieces of information for analysis such suspicious samples, metadata and viruses. Occasionally other personal data may be accidentally collected as it may be may be included in malware itself (collected without your knowledge or approval) or as part of filenames or URLs.
- 8.7 You acknowledge that We may use your information in order that We can provide an efficient service to you and to compile statistics which do not identify you.
- 8.8 By entering into the Schedule, you are consenting to our using and/or disposing of your personal information for the following purposes:
  - 8.8.1 providing, or arranging for third parties to provide, the Service, which may involve disclosing your and/or your employees', agents' or sub-contractors' personal information to third parties; and
  - 8.8.2 as required or permitted by law from time to time.
- 8.9 As a global company, information processed by ESET may be transferred to and from affiliated entities or partners for performance of the Third Party Licence such as provision of services or support or billing. ESET will ensure appropriate technical and organisational measures are in place to protect Your data such as the Privacy Shield mechanism, Standard Contractual Clauses, Binding Corporate Rules or other appropriate safeguard without any exception
- 8.10 You agree to comply with the Service Supplier's Licences

Link to ESET Licence Agreements - pick the right one -

https://help.eset.com/eula/



## **PAAC Cloud Services**

#### 9. Microsoft Office 365

- 9.1 The Services covered by this Schedule are Microsoft 365, Microsoft Office 365 and associated Microsoft applications and PAAC IT associated implementation and support services.
- 9.2 The Service Commencement Date is 1<sup>st</sup> May 2024.
- 9.3 The initial Services selected, the quantities and Charges are shown in Section 3, Scope above.

#### Term and Termination

- 9.4 The Service is for an Initial Term of 12-months with payment made monthly in advance.
- 9.5 Once an order is placed You are committed to the Initial Term and must pay the full amount due for the Term even if You cancel ahead of the expiry date.
- 9.6 Once You have placed an order, You will not be able to move to another Microsoft partner / reseller until the end of the Initial Term.
- 9.7 Subscriptions can only be cancelled within the first 7 days of placing an order and at the end of a contract term.
- 9.8 At the end of the Term the agreement will auto-renew for the next term unless You provide Us with at least 30 days written notice of Your intention to cancel the Service.

#### Charges and payment

- 9.9 New Subscriptions may be added at any time over the course of the Term.
- 9.10 Additional Subscriptions will co-terminate at the end of Term with payment to be made monthly in advance.
- 9.11 Our support charges are calculated as 20% of the Microsoft Subscription Charges.
- 9.12 If You default on payment, we reserve the reserve the right to suspend Your access to the Services until the arrears have been paid.
- 9.13 Any reductions in quantity and cancellations made during the first 7 days will incur a pro-rata cost for the total amount of days used.

#### Provision of the Service

- 9.14 We agree to provide the Service in accordance with this Schedule.
- 9.15 Time for provision of the Service shall not be of the essence.
- 9.16 We will not be in breach of this Schedule to the extent that We are unable to perform our obligations to you as set out in this Schedule if such performance would place us in breach of the Service Supplier Licences.



- 9.17 Due to the complex nature of the Service and public telecommunications networks generally We cannot warrant that the Service will be provided without interruption or error, but We will use reasonable skill and care to ensure that the Service is properly managed.
- 9.18 We may temporarily and immediately suspend provision of the whole or any part of the Service to enable us to carry out any repair, maintenance or improvement or in the event of an emergency. We will restore provision of the Service as soon as reasonably practicable after any such temporary suspension.
- 9.19 You acknowledge that to make proper use of the Service you will require a working knowledge of the Internet, the web and email communications functions. It is your responsibility to obtain and maintain appropriate telecommunications facilities to enable you to access the Service and to configure your systems correctly, including but not limited to enabling files and emails to be received and transmitted correctly using the Service.
- 9.20 You acknowledge that the speed at which data is transmitted to and from the Service is largely dependent on factors which are outside our control, including but not limited to the capacity constraints of the public telecommunications network.
- 9.21 We may vary the specification, including any service usage restrictions, of the Service at any time on 30 days' notice.
- 9.22 In the event that the terms of any Service Supplier Licence impose restrictions on either the Throughput Limit or any other service or usage restrictions then We reserve the right to implement such restrictions with immediate effect.
- 9.23 You agree to comply with the terms of the Service Supplier Licence Agreement attached to this Schedule.
- 9.24 You acknowledge that We may use your information in order that We can provide an efficient service to you and to compile statistics which do not identify you.
- 9.25 We are required to inform You that Your personal data and that of other Service users will be shared with Microsoft under the terms of the Third-Party Licence.
- 9.26 Microsoft may collect, use, transfer, disclose, and otherwise process Your data, including personal data, as described in the Service Supplier Licence.
- 9.27 You shall notify Your individual users of the Service that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities (and that it shall obtain those users' consent to this).
- 9.28 By entering into the Schedule, you are consenting to our using and/or disposing of your personal information for the following purposes:



- 9.28.1 providing, or arranging for third parties to provide, the Service which may involve disclosing your and/or your employees', agents' or sub-contractors' personal information to third parties; and
- 9.28.2 as required or permitted by law from time to time.



#### 10. Advanced Email Threat Protection

- 10.1 The Service covered by this Schedule is Advanced Email Threat Protection from AppRiver (now Zix Corporation), and associated implementation and support services from PAAC IT Ltd.
- 10.2 The Service Commencement Date is 1<sup>st</sup> May 2024.
- 10.3 The Services selected, the quantities and Charges are shown in Section 3, Scope above.
- 10.4 Users may be added or removed on a month by month basis.

#### Service Overview

- 10.5 Advanced Email Threat Protection provides security and control of inbound and outbound email through a simple cloud-native interface. The solution automatically protects Users from today's threats and unwanted email such as malware, phishing, ransomware, spam, unsolicited bulk email, and impersonation-based attacks (business email compromise).
- 10.6 Although the Service uses a multi-layer filtering engine to deliver a high level of accuracy that reduces both false negatives (bad emails getting in) and false positives (good emails kept out), We do not guarantee that the service will filter all rogue emails all of the time.

#### Provision of the Service

- 10.7 You acknowledge that We may use Your personal information in order that We can provide the service to You and to compile statistics which do not identify You.
- 10.8 You shall notify Your individual users of the Service that their data will be used to provide the service and may be processed for the purpose of disclosing it to law enforcement or other governmental authorities (and that it shall obtain those users' consent to this).
- 10.9 We are not responsible for data, messages, or pages lost, not delivered, delayed, or misdirected because of interruptions or performance issues with the Service, communications services, or networks. The accuracy and timeliness of data received is not guaranteed; delays or omissions may occur.

#### Service Use

- 10.10 It is your responsibility to keep your account information confidential. You are responsible for all activity under Your account, including Your users. If you ever discover or suspect that someone has accessed Your account without Your authorisation, You should inform Us immediately so that we may cancel Your account credentials and issue new ones.
- 10.11 In order to protect the Services from being misused or used to harm someone We



reserve the right to take appropriate measures when the Service is being used contrary to these this Schedule and applicable laws. You agree that We may terminate your account, without providing a refund for Services already paid, if you misuse the Service.

- 10.12 We will strive to prevent interruptions to the Service. However, the Service is provided on an "as-is" and "as-available" basis, and we do not warrant, either expressly or by implication, the accuracy of any materials or information provided through the Service, or their suitability for any particular purpose. We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, or non-infringement. We do not make any warranty that the Services will meet your requirements, or that it will be uninterrupted, timely, secure, or error-free, or that defects, if any, will be corrected.
- 10.13 We reserve the right to investigate matters We consider to be violations of this Schedule. We may, but are not obligated to, in our sole discretion and without notice, remove, block, filter, or restrict by any means any materials or information that we consider to be actual or potential violations of the restrictions set out in the Schedule, and any other activities that may subject Us or our customers to liability. We disclaim any and all liability for any failure on our part to prevent such materials or information from being transmitted over the Service and/or into your computing device.

#### **Charges and Billing**

- 10.14 An invoice is issued each calendar month totalling the Services active at the time, and services that have been activated within the payment month, plus services that will be active in the following month.
- 10.15 There is a one off setup charge per organisation which is dependant on the number of users.
- 10.16 Additional users may be added at any time for a one off charge.
- 10.17 Monthly recurring charges are payable in advance.
- 10.18 Setup charges are payable in arrears.



## **PAAC Backup Services**

#### 11. Datto File Protect Service

- 11.1 The scope of this Service is Datto's File Protection Service (a secure and scalable file and folder backup service that is designed to efficiently protect and recover data across devices such as workstations, laptops, and file servers) and related implementation and support services provided by us.
- 11.2 The Service Commencement Date is 1<sup>st</sup> May 2024.
- 11.3 The selected Service variant, the quantities and Charges are shown in Section 3, Scope above.
- 11.4 The Equipment will be installed at the Town Hall, High St, Surrey, GU27 2HG.
- 11.5 Our management of the Service will take place on Business Days or if You have an IT Support Agreement with Us, then the days and cover hours specified will apply.
- 11.6 With this Service:
  - a) A software agent is installed on target workstations or servers to manage the backup process;
  - b) Files and folders are continuously backed up to Datto's private cloud;
  - c) Up to 14 file versions can be saved for up to 14 days;
  - d) A cloud-based console enables management of backup and restore operations and a series of reports.

#### Backed-up Data

- 11.7 You confirm that You have all rights (including from Backed-up Sites and Users) as necessary to permit access, copying and use of Backed-up Data with the Service.
- 11.8 You are responsible for the accuracy, quality and legality of the Backed-up Data, and the means by which You acquired rights to the Backed-up Data for use with the Service.
- 11.9 For purposes of this Agreement, Backed-up Data is Your property and does not belong to any User, and we are under no obligation to inform Users that You backup such information with Us.
- 11.10 You authorise Us to access and interact with the Backed-up Data, to retrieve Backed-up Data and grant us a limited, royalty-free, non-exclusive, assignable license to use, copy, reformat, display, disclose and distribute the Backed-up Data solely for providing the Service as described in this Schedule.
- 11.11 We and Datto will use Backed-up Data only as necessary to provide and support the Service and will not otherwise access Backed-up Data except as authorised by You for support. You are responsible for your Backed-up Data and the consequences of its use in connection with the Service.
- 11.12 In the event that We or Datto reasonably believes Backed-up Data or related



Service use violates the Terms of Use, may disrupt or threaten the operation or security of any computer, network, system or the Service, or may otherwise subject Us to liability, We reserve the right to refuse or disable access to the Service or Backed-up Data. We and Datto will use reasonable efforts to contact You prior to taking such action. Notwithstanding the foregoing, We or Datto may restrict access to any Service or Backed-up Data without prior notice as required to comply with law or any judicial, regulatory or other governmental order or request. In the event that We take any such action without prior notice, We will provide notice to You, unless prohibited by law.

- 11.13 Use of Aggregate Data. Datto may evaluate, and process use of the Service and Backed-up Data in an aggregate and anonymous manner and compile statistical and performance information related thereto (referred to as "Aggregate Data"). Datto may use and share such Aggregate Data to improve the Service, develop new products, understand and/or analyse usage, demand and generally for any purpose related to Datto's business.
- 11.14 Use of Log Data. Operational data concerning use of the Service are used by Datto to provide the Service and operate its business and You agree that Datto may use such Log Data for such purposes.
- 11.15 Provision of the Service by Us is contingent of availability of the Service from Datto. Should Datto terminate the Service prior to the contract Term, We will endeavour to source an alternative Service of similar specifications. Should we be unable to find an alternative Service with similar specifications and price, then You will be able to terminate the Service without further liability.

#### 12. **Datto SaaS Protect Service**

- 12.1 The Scope of this Service is Datto's SaaS Protect Service and related implementation and support services by Us.
- 12.2 The Service Commencement Date is 1<sup>st</sup> May 2024.
- 12.3 The selected Services, quantities and Charges are shown in Section 3, Scope above.
- 12.4 The number of backed up mailboxes may be changed on a month by month basis.

#### Service Overview

- 12.5 Our management of the Service will take place on Business Days or if You have an IT Support Agreement with Us, then the days and cover hours specified will apply.
- 12.6 The Service will enable:
  - a) Automated, three times daily point in time backups
  - b) Additional backups as needed at any time.



- c) Access to all backup information at a glance on the dashboard.
- d) Option to store an unlimited amount of data in Datto's private cloud.

#### 12.7 The Microsoft Office 365 Service will backup:

- a) OneDrive: All files (including One Note) and folders with file structure in tact.
- b) Contacts: All contact information\*.
- c) Calendar: Events (including recurrence, attendees, notes), attachments and any calendars owned by users.
- d) Mail: All emails, attachments, notes and folder structure.
- e) SharePoint: Primary, custom, group and team site collections
- f) Custom generic site lists
- g) Folder structures
- h) Document libraries and sets and
- i) Site assets, templates, and pages

#### 12.8 The Google G Suite Service will back up:

- a) Gmail mail, attachment and labels
- b) Contacts all contact information
- c) Calendar all emails, attachments, and notes
- d) Drive all files in Drive, sharing permissions and original file formats
- e) Team Drives all files in Drive, sharing permissions, original file formats

#### Backed-up Data

- 12.9 You confirm that You have all rights (including from Backed-up Sites and Users) as necessary to permit access, copying and use of Backed-up Data with the Service.
- 12.10 You are responsible for the accuracy, quality and legality of the Backed-up Data, and the means by which You acquired rights to the Backed-up Data for use with the Service.
- 12.11 For purposes of this Agreement, Backed-up Data is Your property and does not belong to any User, and we are under no obligation to inform Users that You backup such information with Us.
- 12.12 You authorise Us to access and interact with the Backed-up Data, to retrieve Backed-up Data and grant us a limited, royalty-free, non-exclusive, assignable license to use, copy, reformat, display, disclose and distribute the Backed-up Data solely for providing the Service as described in this Schedule.
- 12.13 We and Datto will use Backed-up Data only as necessary to provide and support the Service and will not otherwise access Backed-up Data except as authorised by You for support. You are responsible for your Backed-up Data and the consequences of its use in connection with the Service.
- 12.14 In the event that We or Datto reasonably believes Backed-up Data or related Service use violates the Terms of Use, may disrupt or threaten the operation or security of any computer, network, system or the Service, or may otherwise subject Us to liability, We reserve the right to refuse or disable access to the Service or Backed-up Data. We and Datto will use reasonable efforts to contact You prior



to taking such action. Notwithstanding the foregoing, We or Datto may restrict access to any Service or Backed-up Data without prior notice as required to comply with law or any judicial, regulatory or other governmental order or request. In the event that We take any such action without prior notice, We will provide notice to You, unless prohibited by law.

- 12.15 Use of Aggregate Data. Datto may evaluate, and process use of the Service and Backed-up Data in an aggregate and anonymous manner and compile statistical and performance information related thereto (referred to as "Aggregate Data"). Datto may use and share such Aggregate Data to improve the Service, develop new products, understand and/or analyse usage, demand and generally for any purpose related to Datto's business.
- 12.16 Use of Log Data. Operational data concerning use of the Service are used by Datto to provide the Service and operate its business and You agree that Datto may use such Log Data for such purposes.
- 12.17 Provision of the Service by Us is contingent of availability of the Service from Datto. Should Datto terminate the Service prior to the contract Term, We will endeavour to source an alternative Service of similar specifications. Should we be unable to find an alternative Service with similar specifications and price, then You will be able to terminate the Service without further liability.



### **PAAC Website Services**

### 13. Website Hosting and Support

- 13.1 The Services are covered by this Schedule are website hosting and support services from PAAC IT Ltd.
- 13.2 The Service Commencement Date is 1<sup>st</sup> May 2024.
- 13.3 The service selected and associated Charges are shown in Section 3, Scope above.
- 13.4 Our management of the Service will take place on Business Days or if You have an IT Support Agreement with Us, then the days and cover hours specified will apply
- 13.5 The facilities offered in each category of service are shown in the following table:

Facility included	Basic	Standard	Premium
Hosting and email. Hosting in a UK data centre for Wordpress based websites of up to 10GB in size and 1 SQL database with unlimited monthly traffic and data. We will take and store an initial backup copy of the website. Up to 10 emails addresses are included with a mailbox size of 1GB each. Support services will be available at Our Standard Contract rate during normal business hours. You are responsible for taking any additional backups and for all site administration and maintenance.	*	✓	✓
<b>Domain name and SSL registration charges</b> . We will manage Your domain name registration annually on Your behalf and include the cost in the monthly charge.		~	✓
<ul> <li>Wordpress site upgrades, backup and Wordfence</li> <li>Pro security plugins. Includes</li> <li>Site administration and upgrades to installed Wordpress plugins;</li> <li>Daily site backups on a rolling seven day basis;</li> </ul>		~	✓



<ul> <li>Wordfence Pro annual licence charge, configuration and monitoring; and</li> </ul>		
<ul> <li>Up to four hours per year of issue resolution time.</li> </ul>		
Additional time will be charged at our Standard		
Contract hourly rate.		
Monthly content and SEO updates. Includes		
activities such as monitoring Google search console,		
checking and adjusting meta data and site maps,		✓
reviewing keywords, adding additional content you		
provide.		

- 13.6 Due to the complex nature of the Service and public telecommunications networks generally We cannot warrant that the Service will be provided without interruption or error, but We will use reasonable skill and care to ensure that the Service is properly managed.
- 13.7 We and our suppliers will use reasonable endeavours to correct faults in the Service which you report to us as soon as reasonably practicable. If you become aware of a fault in the Service you agree to report the fault to us without delay.
- 13.8 We may temporarily and immediately suspend provision of the whole or any part of the Service to enable us to carry out any repair, maintenance or improvement or in the event of an emergency. We will restore provision of the Service as soon as reasonably practicable after any such temporary suspension.
- 13.9 You acknowledge that the speed at which data is transmitted to and from the Service is largely dependent on factors which are outside our control, including but not limited to the capacity constraints of the public telecommunications network.
- 13.10 We may vary the specification, including any service usage restrictions, of the Service at any time on 30 days' notice.