

AWARENESS SOFTWARE LIMITED: ANTI-SPAM SERVICES SCHEDULE

This document was most recently updated on 20th January 2024.

This is a Schedule to the Terms and Conditions of Awareness Software Ltd. This Schedule applies to the Anti-Spam Services defined below, and as stipulated in a Statement of Work.

Unless the context otherwise requires, the definitions used in the Terms and Conditions apply to this Schedule. Any other terms defined in this Schedule have that meaning for this Schedule only.

1. Interpretation

"Anti-Spam Services"	the services that we provide to our Customers in respect to the definition in 2.1, in accordance with the Statement of Work and this Schedule;
"Anti-Spam Services Commencement Date"	the date on which we will commence the provision of the Anti-Spam Services, as stipulated in the Statement of Work.
"Extended Anti-Spam Services Term"	has the meaning given to it in the Statement of Work;
"Initial Anti-Spam Services Term"	has the meaning given to it in the Statement of Work;

2. Anti-Spam Services

- 2.1 Anti-Spam Services comprise us providing a software product or hosted service designed to detect and remove unsolicited email before delivery to an email server or service, commonly referred to as an **"Anti-Spam Product"**.
- 2.2 Such an Anti-Spam Product can have an expanded remit to include other behaviours, such as the facility to archive or otherwise retain email for a prescribed length of time and store Material in a remote location.
- 2.3 You acknowledge that:
- 2.3.1 it may be necessary for the Anti-Spam Product to send information back to the software vendor, in order to both receive updates but also to submit hashes or similar information concerning your Material for inspection; and
 - 2.3.2 no Anti-Spam Product can be accurate in all instances, and may not detect Material as being unsolicited or may wrongly classify Material as being unsolicited and prevent delivery to you; and
 - 2.3.3 if the Anti-Spam Product wrongly detects Material as being unsolicited it may place such in a "quarantine" (for which you will receive a daily report and can release such) or it may reject the delivery outright. In this latter instance, you acknowledge that we may be unable to recover such Material and may be irrevocably lost; and
 - 2.3.4 we may choose to cease offering a particular piece of Anti-Spam Product in favour of another. If so, then we will advise you of the reasons for this and the timescales that we expect to replace it.
- 2.4 Subject to Clause 12.2 of the Terms and Conditions, we will not have any Liability for the Anti-Spam Services provided to you in any respect, including wrongful classification of Material or any loss of Material arising.

3. Service Requests

- 3.1 You may raise a Service Request relating to this Service by using the contact procedure set out in the Statement of Work or, in the absence of such, by using the contact procedure contained in the "Service Desk Contact and Escalation Procedure" document (and which may be found on our website) during Business Hours. This document also outlines the process we use to triage service requests and faults, along with response, update and escalation timescales.

4. Anti-Spam Services Fees

- 4.1 In consideration of our provision to you of the Anti-Spam Services, your inventory of Anti-Spam Services which fall due on any given calendar month will be charged at the start of the same calendar month.
- 4.2 As the inventory of Anti-Spam Services may not align and fall due at different times, you acknowledge that the billing amount per calendar month may vary from month to month.

5. Term

- 5.1 This Schedule shall commence on the Anti-Spam Services Commencement Date.
- 5.2 Unless terminated earlier in accordance with this Contract, this Schedule shall continue for the Initial Anti-Spam Services Term, and shall automatically extend for the Extended Anti-Spam Services Term at the end of the Initial Anti-Spam Services Term and at the end of each Extended Anti-Spam Services Term.
- 5.3 Either Party may give written notice to the other Party, not later than one month before the end of the Initial Anti-Spam Services Term or the relevant Extended Anti-Spam Services Term, to terminate this Contract at the end of the Initial Anti-Spam Services Term or the relevant Extended Anti-Spam Services Term, as the case may be.