

AWARENESS SOFTWARE LIMITED: BROADBAND SERVICES SCHEDULE

This document was most recently updated on 22nd January 2024.

This is a Schedule to the Terms and Conditions of Awareness Software Ltd. This Schedule applies to the Broadband 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

"Broadband 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;
"Broadband Services Commencement Date"	the date on which we will commence the provision of the Broadband Services, as stipulated in the Statement of Work.
"Delivery"	the point at which the Service is considered operational and usable by you;
"Extended Broadband Services Term"	has the meaning given to it in the Statement of Work;
"Initial Broadband Services Term"	has the meaning given to it in the Statement of Work;
"Premises"	the premises at which we will provide onsite Broadband Services where required, as stipulated in the Statement of Work;
"Order"	the point at which you instruct us to proceed with the provision of a Broadband Circuit;

2. Broadband Services

2.1 Broadband Services comprise us providing a non-dedicated telecommunications circuit to the Customer Premises, commonly referred to as an **"Broadband Circuit"**, and which are limited to underlying products classified as:

- 2.1.1 Digital Subscriber Line (DSL); or
- 2.1.2 Asymmetric Digital Subscriber Line (ADSL); or
- 2.1.3 Very High-speed Digital Subscriber Line (VDSL); or
- 2.1.4 Single Order Generic Ethernet Access (SoGEA).

2.2 You acknowledge that:

- 2.2.1 the technologies available used to provide the Broadband Circuit may not be available in all geographical areas, however we will advise you of those technologies which are available at the time of Order; and
- 2.2.2 the speed of the Broadband Circuit is an indication only and we do not warrant that any particular speeds can be achieved at any particular time; and
- 2.2.3 we resell third party (the **"Third Party Supplier"**) products in order to provide a Broadband Circuit to you; and
- 2.2.4 in order to provide the Broadband Services, it will be necessary to permit us and the Third Party Supplier (or their representatives) access to your Premises, for installation of the Broadband Circuit; and
- 2.2.5 if you wish to cancel an Order in circumstances prior to Delivery then you will be charged a **"Cancellation Fee"**, which may be all or a proportion of the Broadband Circuit Fees outstanding during the Initial Broadband Services Term; and
- 2.2.6 if you wish to terminate the Contract for a Broadband Circuit after Delivery then you will be charged a **"Termination Fee"** which will be the Fees outstanding during the Initial Broadband Services Term or any subsequent Extended Broadband Services Term as may be applicable;

3. Maintenance

3.1 Where we receive notice from the Third-Party Supplier of planned maintenance concerning the Broadband Circuit, then we will pass such notices on to you in good faith.

4. Service Level Agreement (SLA)

4.1 There is no SLA provided for the Broadband Services.

5. Service Requests

5.1 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.

6. Broadband Services Fees

6.1 The Broadband Services Fees will be set out in the Statement of Work.

7. Term

7.1 This Schedule shall commence on the Broadband Services Commencement Date.

7.2 Unless terminated earlier in accordance with this Contract, this Schedule shall continue for the Initial Broadband Services Term, and shall automatically extend for the Extended Broadband Services Term at the end of the Initial Broadband Services Term and at the end of each Extended Broadband Services Term.

7.3 Either Party may give written notice to the other Party, not later than one month before the end of the Initial Broadband Services Term or the relevant Extended Broadband Services Term, to terminate this Contract at the end of the Initial Broadband Services Term or the relevant Extended Broadband Services Term, as the case may be.