

AWARENESS SOFTWARE LIMITED: COLOCATION SERVICES SCHEDULE

This document was most recently updated on 21st January 2024.

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

“Colocation 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;
“Colocation Services Commencement Date”	the date on which we will commence the provision of the Colocation Services, as stipulated in the Statement of Work.
“Colocation Services Overage Rates”	has the meaning given to it in the Statement of Work;
“Colocation Services Rates”	the hourly rates at which we are to provide the Colocation Services to you, as stipulated in the Statement of Work;
“Datacentre”	the location at which we will provide the physical components of the Colocation Services, as stipulated in the Statement of Work;
“Datacentre Access Request”	has the meaning given to it in 6.1;
“Extended Colocation Services Term”	has the meaning given to it in the Statement of Work;
“Initial Colocation Services Term”	has the meaning given to it in the Statement of Work;
“Uptime”	is a measure of reliability, expressed as the percentage of time (when compared to the potential maximum) an aspect of the Service has been working and available;

2. Colocation Services

- 2.1 Colocation Services comprise us hosting Customer equipment in a Datacentre and:
- 2.1.1 facilitate such equipment to be able receive power as may be required for it to operate; and
 - 2.1.2 to send and receive data via physical connection to our switches.
- 2.2 All Customer equipment for use in respect of the Colocation Services (the “**Customer Equipment**”) must be specified in a Statement of Work, together with any additional elements (the “**Colocation Resources**”) which you require us to provide in connection with the Colocation Services. Examples of such Colocation Resources may be, but are not limited to:
- 2.2.1 The amount of datacentre rack space required for the Customer Equipment;
 - 2.2.2 The amount of power (in Amperes) required to operate the Customer Equipment, and whether such should be delivered to the Customer Equipment in a redundant fashion (commonly referred to as A+B power supply);
 - 2.2.3 The number of network uplinks to our switching infrastructure required for the Customer Equipment, and whether such should be delivered in a redundant fashion;
- 2.3 The amount of bandwidth and any IP addresses required for Internet connectivity is outside the scope the Colocation Services, and must be provided as a separate Contract for IP Transit Services.
- 2.4 You acknowledge that:
- 2.4.1 we may require you to Contract for more Colocation Resources than you may consider are necessary, such as additional rack space to facilitate proper cable management and cooling and at our sole discretion; and
 - 2.4.2 you are wholly responsible for the backup of all Material, except to the extent that you subscribe for specific backup services in accordance with a Schedule; and
 - 2.4.3 you will not be issued with any permanent methods of identification or facility to gain access to the Datacentre; and
 - 2.4.4 temporary access to the Datacentre may be made available to facilitate a Datacentre Access Request, but any such access will be removed at the conclusion of such; and
 - 2.4.5 you will not be allowed to access the Datacentre without first raising a Datacentre Access Request, that request subsequently being accepted by us. Where such is accepted, then you will be physically accompanied and observed by a trained member of our staff at the Datacentre; and
 - 2.4.6 you will not be permitted to directly contact the Datacentre staff or operations team; and
 - 2.4.7 you are not permitted to resell our Colocation Services to any third party, nor will we allow any third party to install equipment in a Datacentre location without our express approval, and as specified in a Statement of Work; and
 - 2.4.8 we have a lien over any Customer Equipment installed in a Datacentre and will not allow its removal until such time as all Colocation Services Fees are paid in full.

2.5 If you exceed the agreed resources (an “**Overage**”) in respect of the Colocation Services (such as the amount of power the Customer Equipment is drawing) then we reserve the right to charge you for such Overages at the “**Colocation Services Overage Rates**”, as set out in the Statement of Work, during the calendar month after which the Overage took place.

3. **Maintenance (Planned & Emergency)**

3.1 We will use reasonable endeavours to ensure that any planned maintenance of the Colocation Services is undertaken between the hours of 22:00 and 05:00 and that we will communicate to you such planned maintenance at least 24 hours in advance.

3.2 Where we, at our sole discretion, view any planned maintenance to be of low impact (which means having a low chance of any disruption to the Colocation Services) then we reserve the right to undertake planned maintenance at any time.

3.3 Where we, at our sole discretion, judge that any maintenance is immediately required to ensure the continuous availability and operation of the Colocation Services, then we reserve the right to undertake such unscheduled maintenance and without notice.

4. **Service Level Agreement (SLA)**

4.1 We use our reasonable endeavours to achieve:

4.1.1 a 99.9% uptime for power delivery to Customer Equipment, unless otherwise specified in a Statement of Work, in any continuous 30-day period; and

4.1.2 a 99.9% uptime concerning the availability of the specified number of network uplinks to our switching infrastructure, unless otherwise specified in a Statement of Work, in any continuous 30-day period.

4.2 We will only rely on our own monitoring tools to assess the SLA of the Services, and we will not consider or accept any results, reports or data from your monitoring tools in relation to the Services.

4.3 The SLA shall not apply during periods of planned maintenance.

4.4 The SLA shall not apply if you fail to subscribe to Colocation Resources which may have a significant impact to our ability to deliver the SLA, such as not subscribing to redundant power supply or redundant network links to our switching infrastructure.

4.5 The SLA shall not apply if the Customer Equipment has been found to contribute, in any way, to any loss of uptime (such as, but not limited to, failure of the Customer Equipment outright or caused power spike which may have tripped a circuit breaker).

4.6 Outside of that expressly specified in this Section 4, we will not provide any other SLA in respect to the Services, unless otherwise specified in a Statement of Work.

5. **Service Credits**

5.1 If the Colocation Services fail to meet the SLA, then it will be considered a Service Level Failure and you will be entitled to claim a Service Credit – the amount of which is set out in the table below:

Uptime SLA	Service Credit
< 99.9%	An amount equal to 5% of the Colocation Services Fees payable by you to us in the month in which the Service Level Failure occurred.
< 99.8%	An amount equal to 10% of the Colocation Services Fees payable by you to us in the month in which the Service Level Failure occurred.
< 99.7%	An amount equal to 20% of the Colocation Services Fees payable by you to us in the month in which the Service Level Failure occurred.
< 99.6%	An amount equal to 30% of the Colocation Services Fees payable by you to us in the month in which the Service Level Failure occurred.

5.2 You may claim a Service Credit by giving written notice to us by the end of the calendar month following the month in which the relevant Service Level Failure occurred.

5.3 Service Credits are limited to 50% of the total Colocation Services Fees payable by you to us in the month in which the SLA was not met.

5.4 Service Credits prescribed in respect of any Service Level Failure shall be your sole and exclusive financial remedy for a Service Level Failure.

6. **Datacentre Access Requests**

6.1 You may raise a Datacentre Access 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.

6.2 We will assess the Datacentre Access Request and, if found to be reasonable, will escort a you to and at the Datacentre. You must be prepared to show valid UK Photo ID (such as a Drivers License or Passport), and failure to do so may result in you being denied access to the Customer Equipment at the Datacentre.

6.3 If you wish to be able to raise a Datacentre Access Request the Datacentre outside of Business Hours then you must have a Contract for Out of Hours Services.

6.4 All instances where a Customer has made a Datacentre Access Request are treated as a P2 severity request.

7. Remote Hands Request

- 7.1 You may raise a Remote Hands 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.
- 7.2 If you wish to be able to raise a Datacentre Access Request the Datacentre outside of Business Hours then you must have a Contract for our Out of Hours Services.
- 7.3 All instances where a Customer has made a Remote Access Request are treated as a P2 severity request.

8. Colocation Services Fees

- 8.1 The Colocation Services Fees will be set out in the Statement of Work,
- 8.2 We reserve the right to charge the Colocation Services Overage Rates, as per 2.5 of this Schedule.
- 8.3 In the case of a Datacentre Access Request or a Remote Hands Request, you will be charged at the Colocation Services Rates for any time expended by our engineers in order to facilitate such requests.

9. Term

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