AWARENESS SOFTWARE LIMITED: DRAAS (DISASTER RECOVERY AS A SERVICE) 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 DRaaS 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

"DRaaS 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;
"DRaaS Commencement Date"	the date on which we will commence the provision of the DRaaS Services, as stipulated in the Statement of Work.
"DRaaS Services Rate"	the hourly rates at which we are to provide the DRaaS Services to you, as stipulated in the Statement of Work;
"Extended DRaaS Services Term"	has the meaning given to it in the Statement of Work;
"Initial DRaaS Services Term"	has the meaning given to it in the Statement of Work;
"Premises"	the premises at serve as the origin of the virtual machine replication as it concerns the DRaaS Services (if applicable), as stipulated in the Statement of Work;
"Recovery Point Objective (RPO)"	has the meaning of the maximum acceptable amount of data loss after an unplanned data-loss incident, expressed as an amount of time;
"Recovery Time Objective (RTO)"	has the meaning of the maximum acceptable amount of time to make the virtual machines included as part of the DRaaS Service available to the customer.

2.   DRaaS Services

2.1   DRaaS Services comprise of providing a near real-time replica of a Customer virtual machine in a powered off state, either from our Private Cloud Hosting Services or from Customer Premises, using compatible software with our DRaaS Services.

2.2   DRaaS Services are not provided unless otherwise specified in accordance with a Schedule, and the you should not assume or rely upon DRaaS Services being an adjunctive part of any such Service or Contract, unless otherwise specified in a Statement of Work;

2.3   The nature of the DRaaS Services must be documented in a Statement of Work, along with any Recovery Point Objectives (RPO) and Recovery Time Objectives (RTO).

2.4   If we believe, at its sole discretion, that the required RPO or RTO cannot be met at any point during the supply of the DRaaS Services then we will inform the you that the RPO or RTO cannot be met and offer potential options for remediation.

2.5   Where the DRaaS Services are used at Customer Premises, then the DRaaS Services are subject to the you having sufficient resource and compatible infrastructure at the Premises to facilitate the proper functioning of the DRaaS Services. These requirements may vary over the lifetime of the DRaaS Services (for example, due to Material growth) and we shall have no obligation to assist you in meeting these requirements.

2.6   The customer shall not have access to the servers providing the DRaaS Services directly or have any physical access to the server hardware providing the DRaaS Services.

2.7   We will support DRaaS Services during the Business Hours unless otherwise recorded in a Statement of Work.

3.   DRaaS Service Invocation (by the Customer)

3.1   You may request that the virtual machines replicated as part of the DRaaS Service, and as detailed in a Statement of Work, are made available to you within the private DRaaS Services environment by Service Request concerning such invocation (thereafter known as **"DRaaS Service Invocation"**).

3.2   From the point of DRaaS Service Invocation, the environment encompassed by the DRaaS Services is guaranteed to be made available in our private DRaaS Services environment within the agreed RTO provide that the RTO falls fully within the Business Hours from the time of raising the Fault Ticket, or where you also have a Contract for our Out of Hours Support Services.

3.3   Where you do not have a Contract for our Out of Hours Support Services and the RTO period would fall outside the Business Hours, then we do not warrant that the RTO will be met but will use reasonable endeavours in order to attempt to do so.

4.   DRaaS Service Invocation Testing

4.1   We require you to participate in a test DRaaS Service Invocation every six months, or

4.1.1   it will be deemed that the RPO cannot be met until a successful test has been performed; and

4.1.2   we will not warrant that any RPO specified in the Statement of Works can be met.

4.2   If you have a more frequent need for invocation testing, then this must be stipulated in the Statement of Work.

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.

5.2   All instances where a Customer has made an DRaaS Service Invocation request are treated as a P1 severity request.

6.   DRaaS Services Fees

6.1   In consideration of our provision to you of the DRaaS Services, you shall pay to us:

6.1.1   the DRaaS Services Fees; and

6.1.2   the DRaaS Services Rate for each hour of DRaaS Services that we provide to you in respect of a DRaaS Service Invocation, irrespective of whether the invocation was performed as part of Clause 3 or Section 4 of this Schedule.

7.   Term

7.1   This Schedule shall commence on the DRaaS Commencement Date.

7.2   Unless terminated earlier in accordance with this Contract, this Schedule shall continue for the Initial DRaaS Services Term, and shall automatically extend for the Extended DRaaS Services Term at the end of the Initial DRaaS Services Term and at the end of each Extended DRaaS 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 DRaaS Services Term or the relevant Extended DRaaS Services Term, to terminate this Contract at the end of the Initial DRaaS Services Term or the relevant Extended DRaaS Services Term, as the case may be.