

AWARENESS SOFTWARE LIMITED: ETHERNET LEASED LINE SERVICES SCHEDULE

This document was most recently updated on 30th January 2024.

This is a Schedule to the Terms and Conditions of Awareness Software Ltd. This Schedule applies to the Ethernet Leased Line 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

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

2. Ethernet Leased Line Services

- 2.1 Ethernet Leased Line Services comprise us providing a dedicated telecommunications circuit to the Customer Premises, commonly referred to as an **"Ethernet Leased Line Circuit"**.
- 2.2 The Ethernet Leased Line Services exclude products which may be classified as Broadband (irrespective of speed or capability), such as (but not limited to):
- 2.2.1 Digital Subscriber Line (DSL); or
 - 2.2.2 Asymmetric Digital Subscriber Line (ADSL); or
 - 2.2.3 Very High-speed Digital Subscriber Line (VDSL); or
 - 2.2.4 Single Order Generic Ethernet Access (SoGEA).
- 2.3 An Ethernet Leased Line Circuit is typically described consists of a **"Circuit Bearer"**, which is the physical infrastructure delivered to the Premises, and which defines the maximum speed of the Ethernet Leased Line Circuit in both incoming and outgoing directions, and which may be different to the **"Circuit Line Speed"**, which is the speed of the Ethernet Leased Line Circuit as available to the Premises and as specified in a Statement of Work.
- 2.4 You acknowledge that:
- 2.4.1 the speed of the Circuit Bearer is fixed for the life of the Ethernet Leased Line Circuit and may not be changed; and
 - 2.4.2 the Circuit Line Speed may, in limited circumstances, be altered during the life of the Ethernet Leased Line Circuit, but such will involve changes to the Ethernet Leased Line Services Fees; and
 - 2.4.3 we resell third party (the **"Third Party Supplier"**) products in order to provide an Ethernet Leased Line Circuit to you; and
 - 2.4.4 in order to provide the Ethernet Leased Line Services, it will be necessary to permit us and the Third Party Supplier (or their representatives) access to your Premises, for installation of the Bearer and maintenance of the Service; and
 - 2.4.5 provision of any Ethernet Leased Line Circuit is subject on a survey of the Premises by the Third Party Supplier (or their representatives); and
 - 2.4.6 any Ethernet Leased Line Services Fees detailed in the Statement of Work with respect to setup or installation are only an indication, and are:
 - a. subject to a survey of the Premises by the Third Party Supplier (or their representatives); and
 - b. may be subject to additional Fees (the **"Excess Construction Fees"**) if any impediment to Delivery is subsequently found at any prior to Delivery. You are advised that any Excess Construction Fees would apply, then you will have the option of agreeing to pay the Excess Construction Fees or cancelling the Order, however any prior Excess Construction Fees would need to be paid in full.
 - 2.4.7 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 Ethernet Leased Line Circuit Fees outstanding during the Initial Ethernet Leased Line Services Term and any Excess Construction Fees which had been agreed to prior to the cancellation notice; and

2.4.8 if you wish to terminate the Contract for an Ethernet Leased Line Circuit after Delivery then you will be charged a “**Termination Fee**” which will be the Fees outstanding during the Initial Ethernet Leased Line Services Term or any subsequent Extended Ethernet Leased Line Services Term as may be applicable;

3. Maintenance

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

4. Service Level Agreement (SLA)

4.1 The SLA relating to an Ethernet Leased Line Circuit is defined as the maximum time-to-fix following the Ethernet Leased Line Circuit suffering a loss of service at the Premises and the fault being reported to us via a Service Request.

4.2 The maximum time-to-fix SLA is 8 hours, unless otherwise specified in a Statement of Work.

4.3 The SLA shall not apply if the Customer has undertaken any action at the Premises which resulted in the loss of service.

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

4.5 The SLA shall only apply if the Service Request to report the fault was raised during Business Hours, unless you have subscribed to our Out of Hours Services via a separate Contract.

4.6 If you have subscribed to a “backup” facility as part of the Ethernet Leased Line Service, using a divergent technology such as Broadband, then this may be able to provide IP connectivity in the event of a fault with the Ethernet Leased Line Service. In this instance, you acknowledge that this is provided for convenience only and is not part of the SLA related to the Ethernet Leased Line Service, and nor will it provide the full Circuit Line Speed or meet your requirements.

5. Service Credits

5.1 If the Ethernet Leased Line Circuit fail to meet the SLA then it will be considered a Service Level Failure for that Ethernet Leased Line Circuit and you will be entitled to claim a Service Credit – the amount of which is set out in the table below:

Time to Fix	Service Credit
> 8 Hours	An amount equal to 5% of the Ethernet Leased Line Circuit fees (as a pro rata of the Ethernet Leased Line Services Fees as may be applicable) payable by you to us in the month in which the Service Level Failure occurred.
> 16 Hours	An amount equal to 10% of the Ethernet Leased Line Circuit fees (as a pro rata of the Ethernet Leased Line Services Fees as may be applicable) payable by you to us in the month in which the Service Level Failure occurred.
> 24 Hours	An amount equal to 25% of the Ethernet Leased Line Circuit fees (as a pro rata of the Ethernet Leased Line Services Fees as may be applicable) payable by you to us in the month in which the Service Level Failure occurred.
> 48 Hours	An amount equal to 50% of the Ethernet Leased Line Circuit fees (as a pro rata of the Ethernet Leased Line Services Fees as may be applicable) 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 Ethernet Leased Line 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. Service Requests

6.1 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.

7. Ethernet Leased Line Services Fees

7.1 The Ethernet Leased Line Services Fees will be set out in the Statement of Work.

7.2 You acknowledge that the cost (to us) of the Circuit Bearer may increase during the Initial Ethernet Leased Line Services Term and any subsequent Extended Ethernet Leased Line Services Term, and that we may pass on any such increase to you during the Initial Ethernet Leased Line Services Term and any subsequent Extended Ethernet Leased Line Services Term.

8. Term

8.1 This Schedule shall commence on the Ethernet Leased Line Services Commencement Date.

- 8.2 Unless terminated earlier in accordance with this Contract, this Schedule shall continue for the Initial Ethernet Leased Line Services Term, and shall automatically extend for the Extended Ethernet Leased Line Services Term at the end of the Initial Ethernet Leased Line Services Term and at the end of each Extended Ethernet Leased Line Services Term.
- 8.3 Either Party may give written notice to the other Party, not later than one month before the end of the Initial Ethernet Leased Line Services Term or the relevant Extended Ethernet Leased Line Services Term, to terminate this Contract at the end of the Initial Ethernet Leased Line Services Term or the relevant Extended Ethernet Leased Line Services Term, as the case may be.