

## AWARENESS SOFTWARE LIMITED: INFRASTRUCTURE SUPPORT SERVICES SCHEDULE

This document was most recently updated on 22<sup>nd</sup> January 2024.

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

<b>"Extended Infrastructure Support Term"</b>	has the meaning given to it in the Statement of Work;
<b>"Infrastructure Support Services Fees"</b>	the fees payable by you to us for our making available of the Infrastructure Support Services to you, as stipulated in the Statement of Work;
<b>"Infrastructure Fault"</b>	has the meaning given to it in Paragraph 2.1;
<b>"Infrastructure Support Services Rate"</b>	the hourly rates at which we are to provide the Infrastructure Support Services to you, as stipulated in the Statement of Work;
<b>"Infrastructure Support Services"</b>	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;
<b>"Initial Infrastructure Support Term"</b>	has the meaning given to it in the Statement of Work;
<b>"Infrastructure Support Commencement Date"</b>	the date on which we will commence the provision of the Infrastructure Support Services, as stipulated in the Statement of Work; and
<b>"Premises"</b>	the premises at which we will provide onsite Infrastructure Support Services where required, as stipulated in the Statement of Work;
<b>"Supported Infrastructure"</b>	has the meaning given to it in Paragraph 2.7.

### 2. Infrastructure Support Services

- 2.1 The Infrastructure Support Services shall comprise us using our reasonable endeavours to correct any errors or omissions in the Supported Infrastructure, or restore to good working order any malfunctioning or failed Supported Infrastructure (the **"Infrastructure Fault"**) as soon as reasonably practicable after receiving full and clear information on them from you.
- 2.2 Without limitation, you acknowledge that we may need to obtain support in turn from a third party that assists us with the provision of the Infrastructure Support Services.
- 2.3 You acknowledge that:
- 2.3.1 to properly assess and resolve Infrastructure Faults, it may be necessary to permit us direct access to your systems and, in some instances, the Premises, together with access to your files, equipment and personnel. You must provide such access promptly, provided that we comply with all your security requirements and other policies and procedures notified to us in advance relating to contractors entering and working in your systems or on the Premises;
- 2.3.2 as part of providing the Infrastructure Support Services, you agree that we may install monitoring software within your systems and this monitoring software will relay information which we consider relevant to us.
- 2.4 You must notify us of any updates or other changes in the Supported Infrastructure from time to time. Subject to Clause 12.2 of the Terms and Conditions, we shall have no Liability for any delay or failure in the provision of the Infrastructure Support Services where you have failed to notify us of any such update or change in the Supported Infrastructure.
- 2.5 The Infrastructure Support Services do not cover any devices, infrastructure or hardware provided or supplied to you by third parties, where those third parties provide their own support and/or service level agreements. It is your responsibility to ensure all Supported Infrastructure has in place appropriate licences, that you pay all relevant fees and comply with all relevant licences in respect of the Supported Infrastructure, and that the Supported Infrastructure is otherwise appropriately maintained, to allow us to perform our obligations under this Schedule.
- 2.6 We recommend that you maintain a full set of spare parts and equipment at the Premises to reduce the impact of individual infrastructure failures and you acknowledge that we have no responsibility to maintain any inventory of spare parts or equipment to facilitate remediation of an Infrastructure Fault, unless otherwise specified in a Schedule or Work.
- 2.7 The Infrastructure Support Services will cover the infrastructure as stipulated in the Statement of Work (the **"Supported Infrastructure"**) and no other infrastructure may be inferred as being supported under this Contract.
- 2.8 The Infrastructure Support Services do not cover:
- 2.8.1 a defect in the manufacturer's design of the Supported Infrastructure;
- 2.8.2 any hardware, software or systems which have been declared "end of life" or otherwise unfit for purpose by the relevant manufacturer;
- 2.8.3 faulty materials or workmanship in the manufacture or development of the Supported Infrastructure;
- 2.8.4 a failure of physical cabling infrastructure, whether fibre or copper;
- 2.8.5 use of the Supported Infrastructure with computer equipment or materials not supplied or approved in writing by us;
- 2.8.6 any maintenance, alteration, modification or adjustment performed by anyone other than us;
- 2.8.7 you or a third party moving the Supported Infrastructure;

- 2.8.8 the use of the Supported Infrastructure in breach of any of the provisions of the agreement under which the Supported Infrastructure was supplied or made available to you;
- 2.8.9 a failure, interruption or surge in the electrical power or its related infrastructure connected to the Supported Infrastructure;
- 2.8.10 a failure or malfunction in the environmental controls required for the normal operation of the Supported Infrastructure, or an error or omission in the correct use of those environmental controls by you or any third party;
- 2.8.11 the neglect or misuse of the Supported Infrastructure;
- 2.8.12 broadband, leased-line or other communications services used to provide Internet connectivity to your premises where such broadband, leased line or other communications services have not been provided by us, unless specified in the Statement of Work.

### **3. Service Requests**

- 3.1 You may raise a Service Request relating to an Infrastructure Fault 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. Infrastructure Support Services Fees**

- 4.1 In consideration of our provision to you of the Infrastructure Support Services, you shall pay to us:
  - 4.1.1 the Infrastructure Support Services Fees; and
  - 4.1.2 the Infrastructure Support Services Rate for each hour of Infrastructure Support Services that we provide to you.

### **5. Term**

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