

## AWARENESS SOFTWARE LIMITED: IP TRANSIT 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 IP Transit 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>"Autonomous System"</b>	our Internet facing network recorded as "AS34931" by the European Regional Internet Registry (RIPE NCC);
<b>"Committed Data Rate"</b>	agreed minimum data rate measured as industry-standard 95th percentile in megabits per second, as stipulated in the Statement of Work;
<b>"IP Transit 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>"IP Transit Services Commencement Date"</b>	the date on which we will commence the provision of the IP Transit Services, as stipulated in the Statement of Work.
<b>"IP Transit Services Overage Rates"</b>	the rates at which we are to provide any excess resource consumption to you (where such exceeds the specified resource in the Statement of Work), as stipulated in the Statement of Work;
<b>"IP Transit Services Rates"</b>	the hourly rates at which we are to provide the IP Transit Services to you, as stipulated in the Statement of Work;
<b>"Extended IP Transit Services Term"</b>	has the meaning given to it in the Statement of Work;
<b>"Initial IP Transit Services Term"</b>	has the meaning given to it in the Statement of Work;
<b>"Uptime"</b>	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. IP Transit Services

- 2.1 IP Transit Services comprise us enabling you to send and receive data to Internet via our Autonomous System using resources (the **"IP Transit Resources"**) allocated as part of the IP Transit Services.
- 2.2 The IP Transit Resources which you require in relation to the IP Transit Services must be specified in a Statement of Work:
- 2.2.1 the number of IP addresses that you require (the **"Required IP Addresses"**); and
  - 2.2.2 the agreed minimum data rate (the **"Committed Data Rate"**) measured as industry-standard 95<sup>th</sup> percentile in megabits per second over a calendar month.

### 3. Maintenance (Planned & Emergency)

- 3.1 We will use reasonable endeavours to ensure that any planned maintenance of the IP Transit 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 IP Transit Services at large) 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 IP Transit 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 a 99.9% uptime for network connectivity to our Autonomous System, unless otherwise specified in a Statement of Work, in any continuous 30-day period. We do not warrant that you will be able to reach any specific IP address on the Internet, only that you can reach our Autonomous System.
- 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, irrespective of the notice period of such maintenance.

### 5. Service Credits

- 5.1 If the IP Transit 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:

<b>Uptime SLA</b>	<b>Service Credit</b>
< 99.9%	An amount equal to 5% of the IP Transit 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 IP Transit Services Fees payable by you to us in the month in which the Service Level Failure occurred.
< 99.7%	An amount equal to 15% of the IP Transit Services Fees payable by you to us in the month in which the Service Level Failure occurred.
< 99.6%	An amount equal to 20% of the IP Transit 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 30% of the total IP Transit 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. IP Transit Services Fees**

- 6.1 The IP Transit Services Fees will be set out in the Statement of Work.
- 6.2 If you exceed the agreed resources (an "**Overage**") in respect of the IP Transit Services then we reserve the right to charge you for such Overages at the IP Transit Services Overage Rates, as set out in the Statement of Work, during the calendar month after which the Overage took place.

**7. Term**

- 7.1 This Schedule shall commence on the IP Transit Services Commencement Date.
- 7.2 Unless terminated earlier in accordance with this Contract, this Schedule shall continue for the Initial IP Transit Services Term, and shall automatically extend for the Extended IP Transit Services Term at the end of the Initial IP Transit Services Term and at the end of each Extended IP Transit 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 IP Transit Services Term or the relevant Extended IP Transit Services Term, to terminate this Contract at the end of the Initial IP Transit Services Term or the relevant Extended IP Transit Services Term, as the case may be.