

AWARENESS SOFTWARE LIMITED: IT SUPPORT SERVICES SCHEDULE (PER USER)

This document was most recently updated on 29th January 2024.

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

“Extended IT Support Term”	has the meaning given to it in the Statement of Work;
“Initial IT Support Term”	has the meaning given to it in the Statement of Work;
“IT Support Request”	has the meaning given to it in Paragraph 3.1;
“IT Support Commencement Date”	the date on which we will commence the provision of the IT Support Services, as stipulated in the Statement of Work;
“IT Support 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;
“IT Support User Quota”	the number of users that will support in respect of IT Support Services at the IT Support Fees, as stipulated in the Statement of Work;
“IT Support User Rates”	the per user rates at which we are to provide the IT Support Services to you, as stipulated in the Statement of Work; and
“Premises”	the premises at which we will provide onsite IT Support Services where required, as stipulated in the Statement of Work;
“Supported IT Support Services”	has the meaning given to it in Paragraph 2.4;

2. IT Support Services

- 2.1 The IT Support Services shall comprise us using our reasonable endeavours to provide remote or onsite (at the Premises) technical assistance for the Supported IT Support Services by you raising an IT Support Request with us.
- 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 IT Support Services.
- 2.3 You acknowledge that:
- 2.3.1 to properly assess and resolve IT Support Requests, 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; and
 - 2.3.2 as part of providing the IT 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 The IT Support Services will cover the following:
- 2.4.1 Microsoft Windows, Microsoft Office, Microsoft Server, Microsoft SQL Server, Microsoft Exchange, Microsoft 365 and Apple OS-X running on your servers;
 - 2.4.2 programmes running on workstations or laptops where we have agreed the relevant specification;
 - 2.4.3 programmes running on printers, routers, firewalls, hubs, switches, anti-virus and anti-spam software where we have agreed the relevant specification;
 - 2.4.4 Android and Apple IOS mobile phone devices or tablets;
 - 2.4.5 broadband, leased-line or other communications services used to provide Internet connectivity to the Premises where such broadband, leased line or other communications services are provided by us.
- 2.5 The IT Support Services do not cover:
- 2.5.1 the backup, retention or restoration of Material, unless specified in the Statement of Work;
 - 2.5.2 resolving faults or defects that arise as a result of your failure to comply with this Contract or any other Contract between you and us;
 - 2.5.3 software and systems which have been declared “end of life” or otherwise unfit for purpose by the relevant manufacturer;
 - 2.5.4 relocation of your software or systems, unless with our prior agreement;
 - 2.5.5 physical security of your software and systems which may be sited on your Premises;
 - 2.5.6 modifications and enhancement to the functionality of your hardware, software and systems unless undertaken with our express consent;

- 2.5.7 rectification of any damage directly or indirectly caused by malicious software (e.g. viruses, Trojans or other malware) or malicious activity (e.g. "hacking" or other similar unauthorised access) involving your software or systems;
- 2.5.8 rectification of lost or corrupted Material;
- 2.5.9 changing or updating in any way the content of any website that is the subject of this Contract;
- 2.5.10 penetration or other similar security testing and evaluation of your software or systems;
- 2.5.11 disaster recovery, business continuity or other similar planning in relation to your software and systems;
- 2.5.12 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; and/or
- 2.5.13 programming, consultancy or other similar services which would fall outside what would reasonably be expected of a typical "first-line" desktop IT support engineer (and such exclusions may include database, web server or other infrastructure management associated with e-commerce activities).

We may provide any of the excluded services listed in this Paragraph 2.5 as part of the IT Support Services at our absolute discretion. Subject to Clause 12.2 of the Terms and Conditions, we will not have any Liability for our provision of any of those excluded services to you, and we reserve the right to charge you for such excluded services at the Rates.

3. IT Support Requests

- 3.1 You may raise an IT Support Request (otherwise known as 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.
- 3.2 Outside of the Business Hours, you can access an Out of Hours Support Service from us where you have a Contract for such in accordance with an Out of Hours Support Service Schedule.

4. IT Support Fees

- 4.1 You will provide to us a current list of your employees/users that would be reasonably expected to be supported with respect to the IT Support Services (the "IT Support User Quota").
- 4.2 The IT Support User Quota together with the IT Support User Rates will be set out in the Statement of Work and the IT Support User Quota multiplied by the IT Support User Rates will comprise the IT Support Fees. In consideration of our provision to you of the IT Support Services, you shall agree to pay to us the IT Support Fees during the term of this Schedule.
- 4.3 We reserve the right to review the IT Support User Quota with you once every three months if we have a reasonable belief that the work undertaken in relation to the IT Support Service exceeds the documented IT Support User Quota. An example of this may be, and is not limited to, where Microsoft Active Directory shows that the number of active users exceeds the expected IT Support User Quota. If you refuse to increase the IT Support User Quota to a quantity proposed by us then we reserve the right to charge you at the IT Support User Rates for any excess IT Support Services exceeding the IT Support User Quota, and/or refuse to provide IT Support Services which may exceed the IT Support User Quota.

5. Term

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