

## **AWARENESS SOFTWARE LIMITED: OUT OF HOURS SUPPORT SERVICES SCHEDULE**

*This document was most recently updated on 23<sup>rd</sup> January 2024.*

This is a Schedule to the Terms and Conditions of Awareness Software Ltd. This Schedule applies to the Out of Hours 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 Out of Hours Support Term”</b>	has the meaning given to it in the Statement of Work;
<b>“Initial Out of Hours Support Term”</b>	has the meaning given to it in the Statement of Work;
<b>“Out of Hours Support Hours”</b>	has the meaning given to it in the Statement of Work;
<b>“Out of Hours Service Request”</b>	has the meaning given to it in Paragraph 2.2;
<b>“Out of Hours Support Commencement Date”</b>	the date on which we will commence the provision of the Out of Hours Support Services, as stipulated in the Statement of Work;
<b>“Out of Hours Support Rates”</b>	the hourly rates at which we are to provide the Out of Hours Support Services to you, as stipulated in the Statement of Work; and
<b>“Out of Hours 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>“Premises”</b>	the premises at which we may provide onsite support in accordance with a Schedule, as stipulated in the Statement of Work;

### **2. Out of Hours Support Services**

- 2.1 The Out of Hours Support Services shall comprise us using our reasonable endeavours to provide technical assistance times outside of Business Hours (the **“Out of Hours Support Hours”**), and which will be specified in a Statement of Work.
- 2.2 The Out of Hours Support Services are provided only in relation to providing the ability to raise a Service Request during the Out of Hours Support Hours (the **“Out of Hours Service Request”**) in accordance with another Schedule, the Out of Hours Support Services are not a Service in their own right.

### **3. Out of Hours Service Requests**

- 3.1 You will be provided with an Out of Hours Service Request contact number, which you should use outside of Business Hours to raise an Out of Hours Service Request.
- 3.2 The Out of Hours Service Request contact number provides a voice mail facility where you must leave:
  - 3.2.1 who you are; and
  - 3.2.2 which organisation you represent; and
  - 3.2.3 a comprehensive description of the problem, including what Premises the problem may involve; and
  - 3.2.4 a contact telephone number which we may use to respond to the Out of Hours Service Request.
- 3.3 We will then use our reasonable endeavours in order to contact you in the contact telephone number provided in 3.2.4. If you fail to answer this telephone number when we attempt to contact you then we will try again at regular intervals, up to one hour.
- 3.4 You acknowledge that:
  - 3.4.1 you may not directly contact a member of our staff in relation to the Out of Hours Service, unless otherwise specified in a Statement of Work; and
  - 3.4.2 the Out of Hours Service may only be used for matters which are either P1 in severity as defined in the Service Desk Contact and Escalation Procedure” document (and which may be found on our website); and
  - 3.4.3 we will not guarantee or offer a time-to-fix or resolution time for the Out of Hours Request, and it may be necessary to wait until Business Hours to attempt to resolve such if a third party needs to be involved; and
  - 3.4.4 there is no available escalation process to an Out of Hours Service Request.

### **4. Out of Hours Support Fees**

- 4.1 In consideration of our provision to you of the Out of Hours Support Services, you shall pay to us:
  - 4.1.1 the Out of Hours Support Services Fees; and
  - 4.1.2 the Out of Hours Support Services Rate for each hour (in whole or in part) of Out of Hours Support Services that we provide to you in relation to an Out of Hours Service Request.

**5. Term**

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