

AWARENESS SOFTWARE LIMITED: PRIVATE CLOUD HOSTING SERVICES SCHEDULE

This document was most recently updated on 21st January 2024.

This is a Schedule to the Terms and Conditions of Awareness Software Ltd. This Schedule applies to the Private Cloud Hosting 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 Private Cloud Hosting Term”	has the meaning given to it in the Statement of Work;
“Guest Operating System”	the Operating System installed on a virtual machine;
“Hypervisor”	The software that creates and runs virtual machines on a physical machine;
“Initial Private Cloud Hosting Term”	has the meaning given to it in the Statement of Work;
“Private Cloud Hosting 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;
“Private Cloud Hosting Commencement Date”	the date on which we will commence the provision of the Private Cloud Hosting Services, as stipulated in the Statement of Work.
“Uptime”	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. Private Cloud Hosting Services

- 2.1 The Private Cloud Hosting Services comprise of hosting virtual machines within a private cloud environment held in our datacentres, with specifications detailed in a Statement of Work.
- 2.2 The virtual machines are hosted on “shared” or “multi-tenanted” servers which provide Hypervisor functionality, in order to segregate a virtual machine from other workloads.
- 2.3 You shall not have access to the Hypervisor directly, have access to any management software which concerns the Hypervisor or have any physical access to the server hardware providing the Hypervisor.

3. Licensing

- 3.1 We shall not provide any licensing in relation to a virtual machine, except where such is required to run the virtual machine on the Hypervisor, unless specified in a Statement of Work.
- 3.2 It is your responsibility to ensure that all applicable licensing for the software and services running on the Guest Operating System of the virtual machine is purchased and renewed, unless otherwise specified in a Statement of Work.

4. Maintenance (Planned & Emergency)

- 4.1 We will use reasonable endeavours to ensure that any planned maintenance of the Private Cloud Hosting 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.
- 4.2 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 Private Cloud Hosting Services at large) then we reserve the right to undertake planned maintenance at any time.
- 4.3 Where we, at our sole discretion, judge that any maintenance is immediately required to ensure the continuous availability and operation of the Private Cloud Hosting Services, then we reserve the right to undertake such unscheduled maintenance and without notice.

5. Guest Operating System Security Patching

- 5.1 Where we provide a virtual machine service in conjunction with a support or patching service, then we will use our reasonable endeavours to apply security patches within 30 days of issue, or on a schedule specified in a Statement of Work. Where we do not provide such a service, then you are responsible for security patching of your virtual machine Guest Operating System.
- 5.2 Other than the Guest Operating System, we will not update or patch any other software running on the virtual machine, except where specified in a Statement of Work.

6. Backup Services

- 6.1 You are responsible for keeping regular and full backups of all Material, unless we have agreed to provide specific backup services in accordance with a Schedule. Subject to Clause 12.2 of our Terms and Conditions, we shall have no Liability for any failure by you to backup any Material. If any Material is lost or corrupted for any reason and you do not have an appropriate backup, we will not be able to help you recover that lost or corrupted Material except to the extent that you subscribe for specific backup services in accordance with a Schedule.

7. Disaster Recovery

- 7.1 Disaster Recovery provision is expressly excluded from the Private Cloud Hosting Service, and the you should make no assumption (or rely upon) that if Private Cloud Hosting Service fails in a location then Service will be provided in another facility.
- 7.2 Disaster Recovery Services are a separately contracted Service and involves us working with the you to develop a Disaster Recovery plan including full restoration of services to a secondary data centre.

8. Service Level Agreement (SLA)

- 8.1 We use our reasonable endeavours to achieve a 99.9% uptime of a virtual machine, unless otherwise specified in a Statement of Work, in any continuous 30-day period.
- 8.2 Virtual machine uptime, as it applies to 8.1, is defined as the Guest Operating System of the virtual machine being able to send or receive traffic by the Hypervisor.
- 8.3 Excepting the Guest Operating System, any software running on the virtual machine (or any other service that it may provide) is outside the scope of the SLA, unless otherwise specified in a Statement of Work.
- 8.4 We will only rely on our own monitoring tools to assess the virtual machine uptime, and we will not consider or accept any results, reports or data from your monitoring tools in relation to such.
- 8.5 The SLA shall not apply if you have undertaken any action within the Guest Operating System of a virtual machine which resulted in a loss of service, or where the cause was reasonably considered to be Outside of Our Control.
- 8.6 The SLA shall not apply during periods of planned maintenance, irrespective of the notice period of such maintenance.
- 8.7 Outside of that expressly specified in this Section 8, we will not provide any other SLA in respect to the Services, unless otherwise specified in a Statement of Work.

9. Service Credits

- 9.1 If the Private Cloud Hosting Services fails to meet the SLA then it will be considered a Service Level Failure for that virtual machine and you will be entitled to claim a Service Credit – the amount of which is set out in the table below:

Uptime SLA	Service Credit
< 99.9%	An amount equal to 5% of the virtual machine fees (as a pro rata of the Private Cloud Hosting Fees as may be applicable) payable by you to us in the month in which the Service Level Failure occurred.
< 99.8%	An amount equal to 10% of the virtual machine fees (as a pro rata of the Private Cloud Hosting Fees as may be applicable) payable by you to us in the month in which the Service Level Failure occurred.
< 99.7%	An amount equal to 20% of the virtual machine fees (as a pro rata of the Private Cloud Hosting Fees as may be applicable) payable by you to us in the month in which the Service Level Failure occurred.
< 99.6%	An amount equal to 30% of the virtual machine fees (as a pro rata of the Private Cloud Hosting Fees as may be applicable) payable by you to us in the month in which the Service Level Failure occurred.

- 9.2 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.
- 9.3 Service Credits are limited to 50% of the total Private Cloud Hosting Services Fees payable by you to us in the month in which the SLA was not met.
- 9.4 Service Credits prescribed in respect of any Service Level Failure shall be your sole and exclusive financial remedy for a Service Level Failure.

10. Service Requests

- 10.1 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.

11. Private Cloud Hosting Services Fees

- 11.1 The Private Cloud Hosting Services Fees will be set out in the Statement of Work.

12. Term

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