

AWARENESS SOFTWARE LIMITED: PROFESSIONAL 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 Professional 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

“Deliverable”	any product or output to be provided to the Customer in connection with the Professional Services, in accordance with the Statement of Work and this Schedule;
“Extended Professional Services Term”	has the meaning given to it in the Statement of Work;
“Initial Professional Services Term”	has the meaning given to it in the Statement of Work;
“Professional 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;
“Professional Services Commencement Date”	the date on which we will commence the provision of the Professional Services, as stipulated in the Statement of Work;
“Professional Services Rates”	the hourly rates at which we are to provide the Professional Services to you, as stipulated in the Statement of Work; and
“Premises”	the premises at which we will provide onsite Professional Services where required, as stipulated in the Statement of Work;
“Service Representative”	an ASL manager appointed to be responsible for the delivery of the Professional Services;
“Timetable”	any timetable (or “milestone”) set out in the Statement of Work as it may pertain to a Deliverable;

2. Professional Services

- 2.1 The Professional Services shall comprise a Service which is not otherwise covered in another Schedule, to you in order to help you manage or improve a specific area of your organisation.
- 2.2 Examples of Professional Services may be (but are not limited to):
- 2.2.1 Advising on technology trends or a specific technology solution;
 - 2.2.2 Cybersecurity management;
 - 2.2.3 Web development and design;
 - 2.2.4 Software development;
 - 2.2.5 Managing the rollout of a technology solution.
- 2.3 Any Professional Services which we provide must be stipulated in a Statement of Work and may not be inferred as adjunctive to any other Service which we may otherwise provide or which you have a Contract with us for.
- 2.4 We will appoint a Service Representative who will be responsible for the delivery of the Professional Services, and:
- 2.4.1 you acknowledge the Service Representative will be our sole representative in respect to the Professional Services, and
 - 2.4.2 you will not approach any other member of our staff in relation to the Professional Services without the written agreement of the Service Representative, or where otherwise specified in a Statement of Work.
- 2.5 If you believe the Service Representative is not responding in a timely manner with respect to the Professional Services, then you will be provided an Escalation Contact in respect of the Professional Services.
- 2.6 You acknowledge that, to properly execute a Contract for Professional Services, 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.
- 2.7 You acknowledge that in order for us to provide the Professional Services then we may need to engage the services of a third party, however such will be disclosed to you.

3. Professional Services Milestones

- 3.1 In the event that a Professional Service is required to achieve certain outcomes by a certain time, then such will be commonly referred to as a “Milestone” and any milestone will be documented in the Statement of Work as:
- 3.1.1 the Deliverable; and

3.1.2 the Timetable for the delivery of that Deliverable;

3.2 Where there are multiple Deliverable elements, each must be documented separately with a clear Timetable for delivery.

3.3 If there are no Milestones defined in the Statement of Work, then it is assumed that the Professional Services form part of an open agreement with the Customer, and we are not bound to achieve a particular outcome by a particular time.

4. Delays

4.1 In the event you are causing delays by failing to complete the pre-requisites or by preventing us from performing the Professional Services in any way, then we shall notify you of such a delay and require you to remedy any such non-conformance within a period of time specified in such notice. If you continue causing a delay, then we shall reserve the right to charge you for additional time at the Professional Services Rates proportionate to the delay caused.

4.2 If any delay is caused solely by us, then we shall (at our own cost) provide such additional time as is required proportionate to the delay caused. This is the sole remedy open to you relating to a delay caused by us.

5. Intellectual Property Rights

5.1 Unless otherwise specified in a Statement of Work, all Intellectual Property Rights and all other rights in or arising out of or in connection with the Professional Services and any Deliverable shall be owned by us. We hereby license all such rights to the Customer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Deliverable and the Professional Services as is envisaged by the parties.

6. Professional Services Fees

6.1 In consideration of our provision to you of the Professional Services, you shall pay to us:

6.1.1 the Professional Services Fees; and

6.1.2 the Professional Services Rate for each hour of Professional Services that we provide to you.

7. Term

7.1 This Schedule shall commence on the Professional Services Commencement Date.

7.2 Unless terminated earlier in accordance with this Contract, this Schedule shall continue for the Initial Professional Services Term, and shall automatically extend for the Extended Professional Services Term at the end of the Initial Professional Services Term and at the end of each Extended Professional Services Term.

7.3 Where a Milestone marks the end of a Contract for Professional Services, the Initial Professional Services Term will be interpreted as the date which that Milestone was reached, and the Extended Professional Services Term is void.

7.4 Where a Milestone does not mark the end of a Contract for Professional Services, either Party may give written notice to the other Party, not later than one month before the end of the Initial Professional Services Term or the relevant Extended Professional Services Term, to terminate this Contract at the end of the Initial Professional Services Term or the relevant Extended Professional Services Term, as the case may be.