

## INFRASTRUCTURE SUPPORT SERVICES SCHEDULE

This is a Schedule to the Terms and Conditions of Awareness Software Ltd. This Schedule applies to the Infrastructure Support Services defined below, and as stipulated in a Proposal.

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 Support Term"</b>	has the meaning given to it in the Proposal;
<b>"Infrastructure Fees"</b>	the fees payable by you to us for our making available of the Infrastructure Support Services to you, as stipulated in the Proposal;
<b>"Infrastructure Fault"</b>	has the meaning given to it in Paragraph 2.1;
<b>"Infrastructure Rates"</b>	the hourly rates at which we are to provide the Infrastructure Support Services to you, as stipulated in the Proposal;
<b>"Infrastructure Support Services"</b>	the services that we provide to you for the support and maintenance of certain hardware infrastructure, in accordance with the Proposal and this Schedule;
<b>"Initial Support Term"</b>	has the meaning given to it in the Proposal;
<b>"Premises"</b>	the premises at which we will provide onsite Support Services where required, as stipulated in the Proposal;
<b>"Service Credits"</b>	the service credits specified in the table in Paragraph 5.2;
<b>"Support Commencement Date"</b>	the date on which we will commence the provision of the Infrastructure Support Services, as stipulated in the Proposal; and
<b>"Supported Infrastructure"</b>	has the meaning given to it in Paragraph 2.10.

### 2. Infrastructure Support Services

- 2.1 The Infrastructure Support Services shall comprise us using our reasonable endeavours to correct any errors or omissions in the Supported Infrastructure, or restore to good working order any malfunctioning or failed Supported Infrastructure, ("**Infrastructure Fault**") as soon as reasonably practicable after receiving full and clear information on them from you.
- 2.2 You can contact us to report an Infrastructure Fault using the contact details set out in the Proposal.
- 2.3 We shall use our reasonable endeavours to respond to a request for Infrastructure Support Services within the following time periods:
- 2.3.1 1 hour during Business Hours on Business Days;
  - 2.3.2 1.5 hours between 8am and 9am on Business Days;
  - 2.3.3 1.5 hours between 5pm and 8pm on Business Days; and
  - 2.3.4 4 hours between 8am and 4pm on Saturdays that are not Bank Holidays.
- However, we cannot guarantee any particular result or outcome nor within any particular time. In particular, without limitation, we may need to obtain support in turn from a third party that assists us with the provision of the Infrastructure Support Services.
- 2.4 The Parties may, on a case-by-case basis, agree in writing to a reasonable extension of the response times set out in Paragraph 2.3.
- 2.5 We shall give you regular updates of the nature and status of our efforts to correct any Infrastructure Fault.
- 2.6 You acknowledge that, to properly assess and resolve Infrastructure Faults, 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. As part of providing the Infrastructure 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.
- 2.7 You must notify us of any updates or other changes in the Supported Infrastructure from time to time. Subject to Clause 12.2, we shall have no Liability for any delay or failure in the provision of the Infrastructure Support Services where you have failed to notify us of any such update or change in the Supported Infrastructure.
- 2.8 The Infrastructure Support Services do not cover any devices, infrastructure or hardware provided or supplied to you by third parties, where those third parties provide their own support and/or service level agreements. It is your responsibility to ensure all Supported Infrastructure has in place appropriate licences, that you pay all relevant fees and comply with all relevant licences in respect of the Supported Infrastructure, and that the Supported Infrastructure is otherwise appropriately maintained, to allow us to perform our obligations under this Schedule.

- 2.9 We recommend that you maintain a full set of spare parts and equipment at the Premises to reduce the impact of individual infrastructure failures.
- 2.10 The Infrastructure Support Services will cover the infrastructure as stipulated in the Proposal and no other infrastructure may be inferred as being supported under this Agreement.  
(the "**Supported Infrastructure**").
- 2.11 The Infrastructure Support Services do not cover:
- 2.11.1 a defect in the manufacturer's design of the Supported Infrastructure;
  - 2.11.2 any hardware, software or systems which have been declared "end of life" or otherwise unfit for purpose by the relevant manufacturer;
  - 2.11.3 faulty materials or workmanship in the manufacture or development of the Supported Infrastructure;
  - 2.11.4 a failure of physical cabling infrastructure, whether fibre or copper;
  - 2.11.5 use of the Supported Infrastructure with computer equipment or materials not supplied or approved in writing by us;
  - 2.11.6 any maintenance, alteration, modification or adjustment performed by anyone other than us;
  - 2.11.7 you or a third party moving the Supported Infrastructure;
  - 2.11.8 the use of the Supported Infrastructure in breach of any of the provisions of the agreement under which the Supported Infrastructure was supplied or made available to you;
  - 2.11.9 a failure, interruption or surge in the electrical power or its related infrastructure connected to the Supported Infrastructure;
  - 2.11.10 a failure or malfunction in the environmental controls required for the normal operation of the Supported Infrastructure, or an error or omission in the correct use of those environmental controls by you or any third party;
  - 2.11.11 the neglect or misuse of the Supported Infrastructure;
  - 2.11.12 all cabling including CAT5, CAT5e, CAT6 and fibre;
  - 2.11.13 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 Proposal.

### 3. **Payment**

In consideration of our provision to you of the Infrastructure Support Services, you shall pay to us:

- 3.1.1 the Infrastructure Fees; and
- 3.1.2 the Infrastructure Rates for each hour of Infrastructure Support Services that we provide to you.

### 4. **Term**

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

### 5. **Service credits**

5.1 If we fail to respond to your request for Infrastructure Support Services within the response times set out in Paragraph 2.3, you shall become entitled to the Service Credit specified in the table set out in Paragraph 5.2 on submitting a written claim for such Service Credit, provided that the relevant Infrastructure Fault:

- 5.1.1 did not result from a cause outside of our control or any cause listed in Paragraph 2.11; and
- 5.1.2 was promptly notified to us by you using the contact details for reporting Infrastructure Faults to us as are set out in the Proposal.

5.2 Service Credits are as follows:

<b>Period of delay in response</b>	<b>Service Credit</b>
One hour	An amount equal to 5% of the Infrastructure Fee payable by you to us in the month in which the Infrastructure Fault arose.
Two hours	An amount equal to 10% of the Infrastructure Fee payable by you to us in the month in which the Infrastructure Fault arose.
Three hours	An amount equal to 20% of the Infrastructure Fee payable by you to us in the month in which the Infrastructure Fault arose.
Four and more hours	An amount equal to 30% of the Infrastructure Fee payable by you to us in the month in which the Infrastructure Fault arose.

- 5.3 Service Credits are limited to 100% of the Infrastructure Fee payable by you to us in the month in which the Infrastructure Fault arose.
- 5.4 The Parties acknowledge that each Service Credit is a genuine pre-estimate of the loss likely to be suffered by you and not a penalty.
- 5.5 Our provision to you of a Service Credit shall be an exclusive remedy for any particular failure in respect of the response times set out in Paragraph 2.3.
- 5.6 We shall show Service Credits as a deduction from the amount due from you to us in the next invoice then due to be issued under this Schedule. We shall not in any circumstances be obliged to pay any money or make any refund to you.

This document was most recently updated on 25<sup>th</sup> November 2017.