

AWARENESS SOFTWARE LIMITED: RESELLER SERVICES SCHEDULE

This document was most recently updated on 12th April 2024.

This is a Schedule to the Terms and Conditions of Awareness Software Ltd. This Schedule applies to the Reseller 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 Reseller Term"	has the meaning given to it in the Statement of Work;
"Initial Reseller Term"	has the meaning given to it in the Statement of Work;
"Reseller 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;
"Reseller Commencement Date"	the date on which we will commence the provision of the Reseller Services, as stipulated in the Statement of Work.

2. Reseller Services

- 2.1 The Reseller Services comprise you reselling our part of our Service portfolio to a third-party whom is not our Customer, but with whom you have a contractual relationship to provide such Services to them ("**Reseller Services End-User**").
- 2.2 The Services which you may resell will be listed in the Statement of Work, and you may not resell or make any representation that you will be able to resell any Services (from us) which have not been so documented.
- 2.3 We are under no obligation to provide our Services to you at any Terms which may be considered commercially favourable as they may relate to our (other) Customers outside of those recorded in a Statement of Work.
- 2.4 We will not engage in any way with an end-user of the Reseller Services, unless specified in a Statement of Work. It is your responsibility to undertake all communication with your Reseller Services End-User.
- 2.5 We reserve the right to access any part of the Services which we provide as a part of the Reseller Services and at any time and without notice, however we will not do so without what we, at our absolute discretion, consider to be justifiable cause.
- 2.6 Where we provide Services as a part of the Reseller Services, then you are expected to inform your Reseller Services End-User that we are a Third-Party Data Processor as it may relate to the Reseller Service, however you remain the Data Controller.

3. Service Level Agreement (SLA)

- 3.1 Where we provide Services as part of the Reseller Services, such Services are provided under our standard Service Level Agreement obligations as may be expected under a direct Customer relationship, unless otherwise specified in a Statement of Work.
- 3.2 You are solely responsible for any Service Level Agreements which you provide to your Reseller Services End-User, and you may not "pass through" our Service Level Agreement obligations as they relate from us to you.

4. Service Requests

- 4.1 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.

5. Reseller Services Fees

- 5.1 The Reseller Services Fees will be set out in the Statement of Work.
- 5.2 The Reseller Services Fees shall not be dependent on you receiving any remuneration or similar consideration from your Reseller Services End-User, and the Reseller Services Fees may not be varied according to any disputes which you may have with your Reseller Services End-User.

6. Term

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