Slink

Product Terms
Software Resale

1 INTRODUCTION AND INTERPRETATION

1.1 These Product Terms define the specific legal terms and conditions applicable to Software Resale, and shall only apply when incorporated into Slink AI Ltd's Terms and Conditions (as defined below) as part of an Order.

1.2 In this Schedule:

"Licence Agreement" has the meaning given to it in paragraph 3.1.1; and

"Resold Software" means the software which the Customer is purchasing via Slink, as set out on the Order.

2 PROVISION

2.1 Slink shall arrange for the provision to the Customer of the number of licences to the Resold Software set out on the Order.

3 NATURE OF RELATIONSHIP

3.1 The Customer acknowledges and agrees, that in respect of the Resold Software Slink is responsible for billing and payment only and that:

3.1.1 in order to use the Resold Software, the Customer must enter into a licence agreement directly with the relevant vendor in respect of the Resold Software on that vendor's standard terms and conditions, which Slink shall not be a party to (**"Licence Agreement"**);

3.1.2 subject to paragraph 3.1.5, such licence agreement shall be the Customer's sole and exclusive source of warranty, service levels and service credits in respect of the Resold Software;

3.1.3 Slink shall have no liability to the Customer for the Resold Software's performance;

3.1.4 Slink shall only refund the Periodic Fee paid in respect of the Resold Software where and to the extent that the relevant vendor approves such refund, and refunds the same to Slink; and

3.1.5 Slink shall not support the Resold Software, except where such support is included as part of Slink's support desk Product which the Customer has an active subscription to.

4 CUSTOMER OBLIGATIONS

4.1 The Customer shall at all times comply with the Licence Agreement and any associated vendor policies, and shall not exceed the licence metric other than in accordance with paragraph 5.

5 TRUE UP & TRUE DOWN

5.1 To the extent permitted by the relevant vendor, the Customer may increase or decrease the number of licences to the Resold Software at any time in accordance with clause 8 of the

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Terms & Conditions, provided that the number of licences does not go below the minimum set out on the Order (if any). of the Terms & Conditions, provided that the number of licences does not go below the minimum set out on the Order (if any).

5.1 The Customer acknowledges that where it decreases the number of licences of Resold Software, it may no longer qualify for certain volume pricing and therefore its per-licence cost may increase.

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