

SERVICE MODULE 8

VALUE ADDED RESELLER TERMS

Thomas and the Account Holder have entered into master terms and conditions for the provision to the Account Holder of certain solutions (the **“Master Agreement”**).

Pursuant to this Master Agreement, the Account Holder is entering into an Order for the purchase of specific Solutions, in respect of which these Service Module terms and conditions (the **“Service Module Terms”**) shall apply.

These Service Module Terms shall apply to and govern the terms applicable when an Account Holder becomes a Value Added Reseller (as defined below). These Service Module Terms amend the terms of the Master Agreement and the terms of other Service Modules, except that in the event of any conflict, ambiguity or inconsistency between the Order and these Service Module Terms, the terms of the applicable Order shall take precedence accordingly.

I. DEFINITIONS

1.1 Any reference to capitalised terms in these Service Module Terms will have the meaning given to them in the Master Agreement unless otherwise defined below.

“Initial VAR Licence Period” means the period of twelve (12) months from the date on which the Account Holder is appointed as a VAR in accordance with clause 2;

“Inspection Parties” has the meaning set out in clause 4.3;

“Permitted Users” has the meaning set out in clause 4.1.1;

“Renewed VAR Licence Period” has the meaning set out in clause 5.1.2;

“Termination Notice” has the meaning set out in clause 11.1.1;

“Value Added Reseller” or **“VAR”** has the meaning set out in clause 2.1;

“VAR Clients” means any or all of a Value Added Reseller's clients;

“VAR Licence” has the meaning set out in clause 4.1;

“VAR Licence Period” means a period of twelve (12) months, being either the Initial VAR Licence Period or any subsequent Renewed VAR Licence Period;

“VAR Offering” means all or any parts of any products or services provided by a VAR to VAR Clients;

“VAR Portal” means the portal for VARs accessed via such link as may be advised by Thomas from time to time;

“VAR Service Usage Guide” means the Thomas document known as the VAR Service Usage Guide, which sets out the possible levels of VAR Service usage and any applicable Fee discounts and/or benefits, as may be updated from time to time; and

“VAR Services” means access to and use of the various Thomas Solutions and related services provided by Thomas either via the Thomas Platform, the Thomas Website or through the use of the Thomas system.

2. APPOINTMENT

2.1 Subject to the conditions set out in clause 2.2 being met, Thomas hereby appoints the Account Holder as its non-exclusive reseller to offer access to and use of the Solutions as a part of a VAR Offering to the Account Holder's clients in accordance with the terms of these Service Module Terms, and whereby the Account Holder shall be identified for the purposes of these Service Module Terms as the **“Value Added Reseller”**, or **“VAR”**.

2.2 In order to be appointed as a Value Added Reseller in accordance with clause 2.1, each Account Holder must:

2.2.1 sign up to the VAR Portal (if available); and

2.2.2 fully comply with the provisions set out in these Service Module Terms.

2.3 By completing registration on the VAR Portal (if available) and/or otherwise holding itself out as a VAR, the Account Holder acknowledges that it accepts the appointment as a Value Added Reseller under and in accordance with these Service Module Terms.

2.4 The VAR may describe itself as an “Authorised Value Added Reseller” of the Solutions but shall not represent itself as an agent of Thomas for any purpose, nor pledge Thomas' credit or give any condition or warranty or make any representation on Thomas' behalf or commit Thomas to any contracts. Further, the VAR shall not without Thomas' prior written consent make any representations, warranties, guarantees or other commitments with respect to the specifications, features or capabilities of the Solutions that are inconsistent with those contained in the Documentation

or any other promotional material supplied by Thomas or otherwise incur any liability on behalf of Thomas.

2.5 The VAR shall not sell any of the Solutions through a sub-contractor, a sales agent or to a sub-distributor or reseller without the express written permission of Thomas. Where Thomas agrees to any such appointment, the VAR shall ensure that it enters into a written contract with such sub-contractor, sales agent, sub-distributor or reseller on terms which provide at least the same level of protection to Thomas as set out in these Service Module Terms.

2.6 The VAR's appointment under this clause 2 only grants to the VAR a right to resell the VAR Services to VAR Clients as a part of the VAR Offering in accordance with these Service Module Terms, and does not transfer any right, title or interest in or to any Solutions to the VAR or the VAR Clients.

3. VAR UNDERTAKINGS

3.1 The VAR undertakes and agrees with Thomas to:

3.1.1 resell the VAR Services strictly and solely in accordance with the Agreement, the applicable Service Module Terms, the Documentation and any other instructions given by Thomas from time to time in writing; and

3.1.2 within fourteen (14) days of a written request from Thomas or at regular intervals as agreed between the parties from time to time, submit reports in the agreed format to Thomas showing details of sales relating to the VAR Service usage by VAR Clients, outstanding orders and any other information relating to the performance of the VAR's obligations under the Master Agreement and/or these Service Module Terms that Thomas may reasonably require from time to time.

4. VAR LICENCE TERMS

4.1 Subject to the payment of the relevant Fees in accordance with clause 8, Thomas grants to the VAR a non-exclusive, non-transferable licence to:

4.1.1 access and/or use the Thomas Platform and the VAR Services for the VAR's internal business purposes during the VAR Licence Period in accordance with these Service Module Terms and whereby the VAR shall be expressly permitted to provide access to and use of the VAR Services to VAR Clients as a part of the VAR Offering (the **"Permitted Users"**),

provided always that the VAR shall:

4.1.2 ensure that there is a clear distinction between the VAR Services and the other services included

within the VAR Offering;

4.1.3 provide access to and use of the VAR Services in an un-amended format;

4.1.4 immediately comply with any instructions (including any security requirements) issued by Thomas in respect of the VAR's access to and/or use of the Thomas Platform and/or any VAR Services,

(the **"VAR Licence"**).

4.2 Thomas shall use reasonable endeavours to make the VAR Services available twenty-four (24) hours per day, seven (7) days per week, provided that:

4.2.1 such availability shall exclude any planned or unplanned maintenance on the Thomas Platform, which Thomas may carry out at any time and whereby Thomas shall use reasonable endeavours to provide the VAR with prior notice of such unavailability; and

4.2.2 the VAR maintains a sufficiently fast and reliable internet connection and uses a browser environment which complies with Thomas guidelines published from time to time on the Thomas Website and which may require the downloading of additional browser plug-ins to enable access and whereby Thomas is not responsible for such third party plug-ins and the VAR is responsible for complying with any licence agreements and other terms and conditions which may apply to them.

4.3 During the Term and following the termination or expiry of these Service Module Terms, the VAR shall grant to Thomas and/or its employees, auditors, representatives or agents (the **"Inspection Parties"**) at all reasonable times during normal business hours and on reasonable notice in the circumstances (which may be a very short period where the request is urgent), effective access to all information relating to:

4.3.1 the use of the Thomas Platform (including any VAR Licence that has been granted); and

4.3.2 the provision of the VAR Services and the receipt of any Documentation and Deliverables,

including the right of access to and to carry out on-site inspections at any of the VAR premises, the right of access to systems, personnel and any records as Thomas and/or the Inspection Parties may reasonably require in order to verify that the use of the Thomas Platform (including any VAR Licence that has been granted) and/or the use or receipt of the VAR Services, Documentation and Deliverables is in accordance with these Service Module Terms and the relevant Order(s).

4.4 If any audit referred to in clause 4.3 demonstrates:

4.4.1 any breach of an Order and/or these Service Module Terms by the VAR; or

4.4.2 that Thomas Platform access has been provided to any individual who is not the VAR or a Permitted User; or

4.4.3 an under-payment of the Fees that should have been due from the VAR for the period covered by the audit,

then without prejudice to Thomas' other rights or remedies under the Master Agreement and/or these Service Module Terms:

4.4.4 Thomas shall be entitled to disable the VAR's Thomas Platform access immediately if the VAR does not rectify the breach identified pursuant to clause 4.4.1 or 4.4.2 immediately upon request; and

4.4.5 the VAR shall pay to Thomas an amount equal to any identified underpayment of the Fees pursuant to clause 4.4.3 within two (2) weeks of the request for payment.

5. VAR LICENCE PERIOD AND RENEWALS

5.1 The term of a VAR Licence shall:

5.1.1 continue for an Initial VAR Licence Period; and

5.1.2 subject to clause 5.2, automatically renew for further twelve (12) month periods ("**Renewed VAR Licence Period**"), at the end of the Initial VAR Licence Period or a Renewed VAR Licence Period, as the case may be.

5.2 The VAR must notify Thomas of its intention not to renew a VAR Licence no later than sixty (60) days before the end of the Initial VAR Licence Period or the Renewed VAR Licence Period, as the case may be and in which case:

5.2.1 the VAR Licence; and

5.2.2 any VAR Services which the VAR has purchased,

will automatically expire as at the end of the relevant VAR Licence Period or Renewed VAR Licence Period (as applicable).

5.3 Unless otherwise agreed by Thomas, if the VAR notifies Thomas of its intention not to renew its VAR Licence in accordance with clause 5.2 but subsequently places an Order with Thomas for another VAR Licence ("**New VAR Licence**"):

5.3.1 if such Order is placed within three (3) months of the end of the VAR's last VAR Licence

Period, the VAR Licence Period of such New VAR Licence shall be effective from the end of the previous VAR Licence Period and be classed as a Renewed VAR Licence Period; or

5.3.2 if such Order is placed more than three (3) months but less than twelve (12) months from the end of the VAR's last VAR Licence Period, the VAR Licence Period of such New VAR Licence shall be effective as if the VAR were an entirely new customer but will still grant the VAR access to historic Documentation, Content and/or Deliverables (including Assessment Responses) relating to the previous VAR Licence until the expiry of twelve (12) months from the end of the VAR's last VAR Licence Period; or

5.3.3 if such Order is placed more than twelve (12) months from the end of the VAR's last VAR Licence Period, the VAR Licence Period of the New VAR Licence shall be effective from the date set out in the Order; provided always that the VAR agrees and acknowledges that the New VAR Licence will be set up as if the VAR were an entirely new customer and therefore will not grant the VAR access to any reconstituted or historic Documentation, Content and/or Deliverables (including any Assessment Responses or related data).

5.4 The VAR Services provided as part of a VAR Licence will expire at the end of the relevant VAR Licence Period. Any unused portion of the VAR Services cannot be rolled over into any subsequent VAR Licence Period or be refunded or exchanged.

5.5 The VAR Services cannot be exchanged for replacement VAR Services or any other Solutions, Documentation or Deliverables at any time, unless otherwise agreed in writing by Thomas.

6. VAR LICENCE SUSPENSION, TERMINATION AND EXPIRY

6.1 If the Account Holder or VAR is either:

6.1.1 in breach of any of these Service Module Terms; or

6.1.2 holding itself out to be, or in any other way acting as a Value Added Reseller without having first signed up to the VAR Portal (if available) and otherwise being fully compliant with these Service Module Terms,

any such circumstances shall permit Thomas at any time to suspend the Account Holder or VAR's access to and use of the Thomas Platform, the VAR Services and/or any Solution, Deliverable or any part of them, provided that Thomas shall use its reasonable

endeavours to notify the Account Holder or VAR (as applicable) of the suspension and, where practicable, of the reason for the suspension.

6.2 Without prejudice to any other rights or remedies Thomas may have under or in accordance with the Master Agreement and/or these Service Module Terms, Thomas may terminate the Master Agreement (in whole or in part), these Service Module Terms and/or any or all Orders at any time during the Term with immediate effect by written notice to the Account Holder or VAR (as applicable) in the event that any circumstances arise which permit Thomas to suspend access to and use of the VAR Services and/or any of the Solutions and/or Deliverables pursuant to clause 6.1

6.3 If the VAR has its access to the Thomas Platform disabled or suspended by Thomas pursuant to these Service Module Terms and/or the Master Agreement, any VAR Licence which the VAR has purchased under these Service Module Terms will automatically be disabled or suspended for the same amount of time of disablement or suspension relating to the Thomas Platform. Once a period of disablement or suspension is over and access to the Thomas Platform is resumed by the VAR, the VAR Licence will continue to be effective for the remainder of the relevant VAR Licence Period.

6.4 If:

6.4.1 these Service Module Terms are terminated for any reason, any VAR Licence which the VAR has purchased in respect of these Service Module Terms will automatically expire at the date of such Service Module termination; and

6.4.2 the VAR Licence is terminated for any reason other than as set out in clause 5.2 (including pursuant to the terms of the Master Agreement), the VAR Licence and any VAR Services shall automatically expire as at the date of such termination.

7. VAR PROGRAMME

7.1 Prior to the commencement of a VAR Licence Period, Thomas will calculate (in its sole discretion and acting reasonably) the anticipated VAR Service usage amount by the VAR during that upcoming twelve (12) month period, on the following basis:

7.1.1 for the Initial VAR Licence Period, an estimate of the expected VAR Service usage amount; and

7.1.2 for any Renewed VAR Licence Period, an estimate of the expected VAR Service usage amount which shall be based upon the actual VAR Service usage amount for the previous VAR Licence Period, provided that the VAR shall be entitled to make

representations to Thomas to adjust the allocated VAR Service usage amount for a particular VAR Licence Period and which shall be considered by Thomas in order to make the final decision as to the allocated VAR Service usage amount for the relevant VAR Licence Period.

7.2 For each VAR Licence Period and based on the VAR Service usage amount as calculated in accordance with the VAR Service Usage Guide, Thomas shall categorise the VAR within the VAR programme levels which shall entitle the VAR to:

7.2.1 the applicable discounted Fee percentage for the relevant VAR programme level; and

7.2.2 the other stated benefits for the relevant VAR programme level,

each as further set out in the VAR Service Usage Guide.

8. FEES

8.1 The Fees for the VAR Licence provided pursuant to these Service Module Terms shall consist of an annual sum payable in respect of the VAR Licence, as discounted by any applicable Fee discount percentage which applies to the VAR's allocated VAR programme level in accordance with clause 7, and as may be further set out in the relevant Order.

8.2 In respect of these Service Module Terms, clause 7.3 (Fees and Payment) of the Master Agreement shall not apply. Instead, Fees payable under and in accordance with these Service Module Terms shall be payable at least fourteen (14) days in advance of each VAR Licence Period.

8.3 In addition to, and without prejudice to, the terms set out in clause 7 (Fees and Payment) of the Master Agreement, if the VAR Licence Fee or any other amount payable in connection with these Service Module Terms are not paid in full when due, Thomas reserves the right to suspend the:

8.3.1 VAR's access to the Thomas Platform and/or the VAR Licence (or any part of it); and/or

8.3.2 provision of the VAR Services, Documentation and/or any Deliverables or any part of them to the VAR.

8.4 Thomas does not guarantee the integrity of any Content in the event it suspends access to the VAR Services, Documentation, Deliverables and/or the Thomas Platform in accordance with clause 8.3.

9. INDEMNIFICATION

9.1 In addition and without prejudice to clause 14

(Indemnification) of the Master Agreement, the VAR will indemnify Thomas against any and all claims from VAR Clients arising from the VAR Offering and/or the non-availability of the VAR Services.

10. LIABILITY

10.1 Subject to clauses 15.1 and 15.2 (Limitation of Liability) of the Master Agreement, in the event of any loss or damage to the VAR's Content which is inputted into the Thomas Platform, the VAR's sole and exclusive remedy shall be for Thomas to use reasonable endeavours to restore the lost or damaged Content from the latest back-up of such Content maintained by Thomas, provided that Thomas shall not be responsible for any loss, destruction, alteration or disclosure of Content caused:

10.1.1 by any third party (except those third parties sub-contracted by Thomas to perform services related to Content maintenance and back-up); or

10.1.2 as a result of any breach by the VAR of the Master Agreement or these Service Module Terms.

10.2 The VAR assumes sole responsibility for any conclusions drawn from results obtained from use of the Thomas Platform, the VAR Service, the Documentation and/or the Deliverables (including any Assessments).

11. ADDITIONAL TERMINATION RIGHTS

11.1 In addition, and without prejudice to, the termination rights set out in clause 16 (Term and Termination) of the Master Agreement:

11.1.1 Thomas may terminate a VAR Licence at any time upon sixty (60) days' written notice ("**Termination Notice**") to the VAR.

11.1.2 In the event Thomas serves a Termination Notice, it shall refund pre-paid Licence Fees on a pro-rated basis to be calculated as follows:

$$\text{Refund} = (\text{VAR Licence Fee} / 365) \times \text{remaining days}^*$$

* meaning the number of days remaining in the then-current VAR Licence Period starting from the end of the Termination Notice