ARKESSA AWS TERMS

1.   APPLICABILITY

1.1   The following terms apply to customers who are purchasing goods and services through the AWS Marketplace and shall take precedence over the Terms and Conditions.

1.2   The Agreement will consist of:

(a)   these Arkessa AWS Terms;

and the following documents which are available through the links provided on Arkessa's AWS page:

(b)   Arkessa Terms and Conditions;

(c)   Addendum – Processing Personal Data;

(d)   Addendum – Terms and Conditions for Use of Portals;

(e)   Addendum – Acceptable Use Policy; and

(f)   any other Addendums referred to in the Arkessa Terms and Conditions.

1.3   Any conflict or inconsistency between any of the parts of the Agreement listed above shall be resolved giving priority to the earlier-named part in the above list.

2.   PARTIES

2.1   "**Arkessa**" is Arkessa Limited, a company registered in England with company number 06917673 and place of business at Riverside House, Riverside, Bishop's Stortford, CM23 3AJ, UK.

2.2   The "**Customer**" is the AWS Marketplace customer who has placed an order for Arkessa's good and services.

3.   DEFINITIONS

3.1   The following definitions when used in the Terms and Conditions shall have the following alternative meanings for this Agreement.

3.2   "**AWS Marketplace**" means the software marketplace operated by Amazon Web Services, Inc. located at https://aws.amazon.com/marketplace/ as it may be updated from time to time.

3.3   The "**Commencement Date**" is the date when the Customer's order is accepted on the AWS Marketplace.

3.4   The "**Cover Sheet**" is replaced with the details entered through the AWS Marketplace and any other details and terms set out in this Addendum.

3.5   The "**Minimum SIM Term**" is set out on the AWS Marketplace. The "**Minimum Agreement Term**" and "**Minimum Order Term**" are the same as the Minimum SIM Term. The process for renewal of services once the Minimum SIM Term has expired is set out on the AWS Marketplace.

3.6   The "**Order**" is the order placed by the Customer through the AWS Marketplace. The Order Acceptance Date defined in the Terms and Conditions will still apply.

3.7   The "**Services Schedule**" is the description of the services provided by Arkessa as set out on the AWS Marketplace. The description of the "**Connectivity Services**" is also as set out on the AWS Marketplace.

4.   ORDERING PROCESS

4.1   The Customer can only place Orders using the AWS Marketplace and for the products and services that are available through the AWS Marketplace. If the Customer wishes to enter into a longer-term arrangement with Arkessa or to obtain other Arkessa products and services then it should contact Arkessa.

4.2   SIM Cards will be delivered DAP (INCOTERMS 2020) to the address specified in the order.. Note that under DAP the Customer is responsible for import customs clearance and payment of all import duties and taxes.

4.3   If the Customer does not renew the services then connectivity will automatically be terminated at the end of the Minimum SIM Term. Arkessa may not be able to reactivate a connection once it has been terminated.

4.4   If the Customer upgrades a service then the original service is automatically cancelled and replaced with the new upgraded service and a new Minimum SIM Term will come into effect.

5.   CHARGES AND PAYMENT

5.1   The Charges are set out on the AWS Marketplace.

5.2   The Customer must pay the Charges (which includes any additional consumption charges) through the AWS Marketplace. Arkessa does not provide separate invoicing to the Customer. Any questions or disputes regarding the Charges must be raised through the AWS Marketplace.

5.3   If any Charges are not paid when due (or if Arkessa is informed that any request for payment has been rejected) then Arkessa reserves the right either to terminate the Agreement or to suspend all access to Arkessa's products and services until full payment has been received.