Nimbus
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NIMBUS HOSTING SERVICES AGREEMENT

THIS AGREEMENT is made on the date specified in Schedule 1 between:
(1) Nimbus Hosting Ltd, a company registered in England (no: 07366355) of 1 Centrus, Mead Lane, Hertford, SG13 7GX, ("NH") AND
(2) the client named in Schedule 1 or client specified in the order confirmation (the "Customer") WHEREAS NH will provide goods and services as set out in this agreement to the Customer in consideration of the Customer paying the necessary fees. This Agreement sets out the terms and conditions that apply to the supply of those goods and services. Once signed by both parties, this document (including any applicable schedules or exhibits) will constitute a binding contract between the parties. 1.

DEFINITIONS

"Agreement" means this document signed for and on behalf of both parties including any general terms and conditions and Schedules referred to in this document.

"Authorised Contact" or "Authorised Contacts" refers to any contact name or role provided by the Customer to NH as a Contact under this agreement. This includes, but is not limited to, the Administrative, Technical and Billing contacts.

"Authorised Signatory" means a legal company director of NH and any representative of the Customer which NH can reasonably accept is authorised to enter into this Agreement.

"Associated Companies" means a parent or subsidiary company of either party.

"Burst" means the ability of the Customer to achieve a higher rate of throughput than the Committed Rate for a short period of time (as defined in this contract).

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“Cabling Monopoly” refers to a Datacentre or site which operates a policy of restrictive cabling permits which restrict the number, cost or availability of cabling suppliers within that site.

“Commencement Date” means the date on which the provision of services will commence.

“Committed Data Rate”, “CDR” or “Committed Rate” means the agreed level of bandwidth, electricity or other measured commodity which the Customer has requested NH to provide.

“Customer”, “you” and “your” refers to the Customer as set out in (2) above.

“Customer Equipment” means equipment belonging to or housed by the Customer at NH Datacentres or sites in order to receive the services outlined in this agreement.

“Datacentre” or “NH Datacentre” means any facility in which NH will provide the Customer with services under this Agreement.

“Datacentre Operator” means the operator of the Datacentre facility.

“Due Date” means the date that is specified for payment of invoices.

“Excess Bandwidth Fee” and “Excess Electricity Fee” means charges levied by NH in situations where a Customer exceeds its allowed or committed bandwidth or power usage levels.

“Goods” refer to any hardware sold, leased or supplied by NH to the Customer under this Agreement.

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“Group” means any companies that are subsidiaries of the same ultimate holding company including that holding company itself.

“Company”, “subsidiary” and “holding company” have the same meaning in this Agreement as in Section 1159 of the Companies Act 2006.

“The Internet” means the publicly accessible global network comprising of interconnected networks using the Internet Protocol (“IP”). The Internet operates on protocols and standards defined in documents commonly referred to as RFCs as well as documents issued by Regional Internet Registries.

“Initial Period” means the period starting from when NH has begun providing any of the Services (or part thereof) under this Agreement and ending on the anniversary of this date, or as otherwise specified in Schedule 1.

"Intellectual Property Rights" means any patent, trademark, service mark, registered design, copyright, design right, right to extract or exploit information from a database, database rights, knowhow, confidential information or process, any application for any of the above, and any other intellectual property right recognised in any part of the world whether or not presently existing or applied for.

“Local Internet Registry” or “LIR” means a registry which is able to assign resources it obtains from an RIR. “NH Equipment” means any equipment owned, provided or operated by NH.

“Nimbus Hosting”, “NH” and “we”, “our” or “us” means the supplier as set out in (1) above.

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“Notice Period” means the notice period necessary to serve notice to terminate this contract. If this notice is served effectively prior to the end of the Initial Period, an “Early Termination Charge” applies.

“Office Hours” or “Normal Working Hours” means 09:00 to 17:30 London time, Monday to Thursday, 09:00 to 17:00 Friday, excluding statutory public holidays.

“PDU” means a Power Distribution Unit.

“Regional Internet Registry” or “RIR” means the relevant regional registry for the resource in question.

“Registrar” means a company that sells domain names through its relationship with a Registry. In the context of this agreement, this also includes a Registrar acting as a re-seller of another Registrar.

“Registry” refers to the maintainer of the database of Internet resources including but not limited to numbering resources such as IP Addresses and domain names.

“Schedule” and “Service Order” means any document attached to this Agreement or executed by the customer separately at a later date as an additional or modified service order, including any quotation provided by NH and accepted by Customer, together with NH’s corresponding order confirmation. Any updated Schedule or Service Order does not replace an existing Schedule or Service Order unless explicitly stated.

“Service” or “Services” refer to any services described in this Agreement.

“Additional Service” or “Additional Services” refers to any Service not provided as a recurring service but on request of the Customer.

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"Service Boundary" means the point at which the responsibility of maintaining the service switches from NH to the Customer.

"Denial of Service Attack" means an attack (electronic or otherwise) intended to overwhelm or diminish the capacity of a resource to function as intended, including but not limited to a network connection or processor resource.

"NH System" means any physical connection connected into equipment operated by NH.

"Service Level Agreement" or "SLA" means the Schedule attached to this Agreement which covers the Customer's remedies in the event that the Service fails to meet the targets set out within that Schedule.

"Storage Device" or "Storage Devices" means any removable hardware component capable of storing data permanently, including hard disks.

2. SERVICES

2.1. General.

NH will provide one or more Services as specified on the respective Schedule in consideration of the Customer paying the relevant charges. This Agreement shall apply to any additional Schedules or Service Orders. No other services will be provided or implied unless set out herein or in the attached schedule.

2.2. Supplemental Terms.

The Services and associated service levels are specified in the respective Schedule or under the terms of this document. Any Schedule or related documents are intended to supplement this Agreement and where any conflict exists, the provisions of the relevant Schedule shall take precedence.

2.3. Declaration.

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The Customer must notify NH prior to signing this Agreement if it believes or has reasonable cause to suspect that it has ever been the subject of any Denial of Service Attack or has been the target of any campaign of harassment, unauthorised access or modification of information (hacking). Failure to disclose such matters are considered a material breach of this contract.

2.4. Reasonable Care.
NH will exercise reasonable care and skill in the provision of its services and we agree to add in liability for any alleged breaches are more particularly set out below.

2.5. Monitoring.
NH may, but is not required to, monitor traffic or make decisions (including decisions based on the content of the traffic) passing through its network. NH may monitor traffic for the purposes of statistics, network troubleshooting, to protect its network integrity, subject to a statutory requirement, subject to a request of assistance from law enforcement agencies in relevant jurisdictions or as otherwise reasonable taking into consideration the Customer's right to privacy of communications.

2.6. No Deep Packet Inspection.
NH warrants that it shall not monitor the content of traffic (defined as data in Layers 4 to 7 of the IP protocol) passing over its network for the purposes of direct marketing or profiling. It may carry out such monitoring for purposes set out above.

2.7. Statistics.
NH shall be entitled to publish general statistics about traffic flows through its network.

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2.8. Marketing.
NH may use the name and logo of the Customer and briefly describe the Customer's business for marketing purposes. The Customer grants NH a limited license to use the Customer's names and trademarks for this purpose.
2.9. Copyright.
Copyright of any software, scripts, configuration or documentation provided or created by NH for the Customer will remain exclusively with NH. Any such material provided to the Customer is for the use of this Service only.

2.10. Network Protection.
NH may, at its discretion, disconnect any Customer or make any change to any Service where it reasonably believes that the Customer's connection or Service is prejudicial to the security, stability or operation of the NH Network, including protecting it from a Denial of Service Attack or an attempt to gain unauthorised access. NH will endeavor to re-connect the Customer or reconfigure the Service as soon as such a threat is over. If NH reasonably believes that the Customer's continued use of the NH Service puts NH's Network at significant risk, NH may terminate this Agreement without penalty and refund any fees paid in respect of future services, provided the Customer has not committed a material breach. NH shall not be responsible for any losses or consequential damage thereby caused.

2.11. Burst Traffic.
If the relevant Service includes a connectivity component, the Customer subscribes to a Committed Rate of bandwidth, but NH may allow the Customer the Burst above this rate ("Excess Bandwidth") for short periods. Unless otherwise specified, the traffic will be measured on 95th percentile across each calendar month, and should the actual use exceed the Committed Rate, NH may charge the customer an Excess Bandwidth Fee at 50% above its list prices or as otherwise agreed.

2.12. Removed 2.13.

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Support. NH provides customer support for its Services in line with its policies and procedures for the relevant service. The entitlement to 24 x 7 x 365 support is specifically specified in the Schedule. Unless otherwise stated, support requests outside Normal Working Hours are restricted to genuine emergencies. Genuine emergencies are defined by lack of connectivity, failed hardware resulting in lack of connectivity or website uptime and packet loss greater than 10%. The packet loss must exist on either NH network or a directly peering network.

2.14. Datacentre.
The Customer accepts that NH may require that the Service be moved to another site within the same Datacentre (building) or to another Datacentre of similar specification due its contracts with Datacentre Operators. NH will always use reasonable endeavours to provide a service in the same site if requested. In such situations, NH will provide limited free assistance with arranging such a move, but the customer may be required to contribute to any cabling or reprovisioning costs that NH must bear on its behalf.

2.15. Procedures.
The Customer will follow any relevant policies and procedures that NH and its suppliers may implement from time to time in relation to its services, premises and access/use thereof.

2.16. Datacentre access.
Where a Customer subscribes to a Service that includes access to the Datacentre in which Customer Equipment is housed, the Customer will provide NH with at least 24 hours' notice where possible. In emergencies, the customer shall be entitled to immediate access.

2.17. Disconnection.
NH may disconnect, limit or suspend all or part of the Services provided to the Customer in the event that a Customer fails to pay amounts due within the

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agreed credit terms or where it has reasonable cause to believe that the Customer's use of the Service is in breach of this Agreement. It shall endeavour to contact the Customer prior to doing so where possible.

2.18. Nimbus Hosting offer a free migration* service with all new hosting package orders or package upgrades.

Nimbus Hosting will migrate DNS, web files, databases and configuration to our services provided that all login information to the existing web hosts is provided within 30 days of the account opening date.

Although ultimate responsibility for testing the websites rests with the Customer, we make our best endeavours to make sure all functionality is working correctly. We fix any issues that arise after the migration for a further two weeks of the migration. Any migration needed after this time or without purchasing a new hosting package will be charged at our normal rate of £80 excl. VAT per hour.

*The offer of free migration is limited to initial migrations of websites for new products.

Websites already hosted by Nimbus Hosting migrating between current packages will be free of charge for the first 30 days. After this, you will be charged the monthly cost of your new product or service.

Once your migration has been completed* between your old and new package, we will switch off your old package with immediate effect and any over payment on your old package will be transferred over to your new package.

*A Migration will not be marked as complete until you the Customer has confirmed you are happy to do so.

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2.19. Free Power Boost.
This service is provided to any Customer on VPS/Cloud hosting for up to 7 days provided that resources are available and we receive at least 48 hours notice. Subject to availability.

2.20 Customer Contact Details
In order for NH to provide a reliable service the customer must maintain up-to-date contact details including address, phone number and email address.

2.21 Intellectual Property Rights

a) The Customer shall not acquire any rights in or over any intellectual property rights subsisting in any materials and/or property owned by NH or by any third parties (where, for example, the host is using materials under licence).

b) The host shall not acquire any rights in or over any intellectual property rights subsisting any materials and/or property owned by the customer or by any third parties (where, for example, the customer is using materials under licence) including, but not limited to, the customer's website.

c) The customer hereby agrees to fully indemnify the host against all costs, expenses, liabilities, losses, damages, claims and Judgments that the host may incur or be subject to as a result of the infringement of any intellectual property rights arising out of the customer's failure to obtain the necessary rights and permissions from third parties with respect to any materials used by the customer as hosted by the host under this agreement.

2.22 These terms and conditions govern the sale and provision of services by us and will form the basis of the contract between you and us. Before submitting any request for the provision of services by NH please ensure that you have read these

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terms and conditions carefully. If you are unsure about any point of these terms and conditions please ask us for clarification. We reserve the right to require proof to be provided in documentary form of identification and ownership of your business.

3. INTERNET RESOURCES

3.1. General.
The Customer may request NH to provide it with Internet Resources that allow it to carry out certain activities on the Internet. NH may levy appropriate charges from time to time for such resources.

3.2. IP Addresses.
In the event that a Customer takes a hosting service, it would be assigned IP addresses (including either IPv4 and/or IPv6 addresses) to use on its devices by NH acting as a Local Internet Registry. All such assignments are subject to criteria set out by the Regional Internet Registry in the respective region. In accordance with our obligations to RIPE NCC, we would like to draw your attention to the following warnings regarding IP space:

3.2.1. Assignment of this IP space is valid as long as the criteria for the original assignment are met and only for the duration of the service agreement between yourself and us. We have the right to reassign the address space to another user upon termination of this agreement or an agreed period thereafter. This means that you will have to re-configure the addresses of all equipment using this IP space if you choose to migrate to another supplier. We also have a right to require you to renumber to another range of IP addresses.

3.3. Removed.

3.4. Domain Names.

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NH provides domain registration, renewal and management services for its customers.

3.4.1. The Customer hereby agrees that NH is acting as the Customer's agent and may on the Customer's behalf agree to any terms and conditions in force at the time of this Agreement or any update thereof with any reseller, Registrar or Registry as required to complete any transactions.

3.4.2. The reseller, registrar and registry terms and conditions applicable to domain services may be subject to agreements which are enforceable outside of the jurisdiction of this Agreement. Copies of such agreements are available from NH at the Customer's request.

3.4.3. The liability of NH in respect of any domain registration services is limited to the lower of the charges levied against the respective domain name in the previous five years or other limits specified in this Agreement.

3.4.4. The Customer must keep NH updated with its up-to-date contact details in relation to domain names and ensure such changes are reflected at the Registry. The Customer also indemnifies NH against any case brought against it on the grounds of rights infringement relating to any name which the Customer has instructed NH to register.

3.4.5. Unless otherwise agreed, all domain names registered by NH are registered in the name of the Customer. The Customer is therefore entitled to re-assign the name to another technical authority if they end this Agreement provided all charges due under this Agreement have been settled.

3.4.6. Sub-domains.
In the event that NH assigns a customer a 'sub-domain' from a domain registered to NH or a third party, the customer acknowledges that it has no on-going rights

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in respect of such names and that NH may withdraw such names at any time, without notice.

3.5 Application Security
Unless specified otherwise NH is not responsible for keeping applications, like but not limited to WordPress, Magento, Drupal, XenForo and vBulletin, with the latest patches and security updates. These updates and patches are the responsibility of the customer.

3.6 Backups NH
will provide backup services to our customers. Although NH will provide this service on the basis of its reasonable endeavours the customer irrevocably assumes responsibility to perform regular restorations to confirm that the correct files are being backed up. NH does not accept any liability for a failure to backup or for a failure of the backup and the customer irrevocably confirms that it attributes no liability to NH and that it itself will perform regular backups to the extent necessary for the protection of its own business.

4. GOODS

4.1. NH will supply Goods to the Customer in relation to agreed orders that may be made verbally or in writing (including electronically or by facsimile) by an Authorised Contact. The Customer acknowledges that NH provides a limited warranty and excludes all its liabilities and warranties to the maximum extent permitted by law. NH does not make representations of the suitability of Goods for a particular purpose.

4.2. In the event that the cost of acquiring the goods has increased beyond 15% of original cost from the order to the delivery, NH reserves the right to increase the price charged to the Customer. The Customer may continue with the order at the new price or cancel without penalty.

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4.3. Retention of title.
The ownership and title of any Goods supplied by NH to the Customer will remain exclusively with NH.

4.4. Export Restrictions.
The Customer agrees not to export any Goods from the European Union or European Economic Area to any country, export to which may be contrary to English law, EU law or the laws of any country from which the Goods originated.

5. LIMITATION OF LIABILITY

5.1. General.
The following provisions set out the entire liability of each party (including, without limitation, any liability for the acts and omissions of their respective employees, officers, agents or subcontractors) to the other in respect of any act or omission, including any breach by that party of its contractual obligations under this Agreement; any breach of statutory duty or restitution; and any representation, statement or tortious act or omission including (without limitation) negligence, wilful default and/or negligent misrepresentation, arising under or in connection with this Agreement.

5.2. Except as set out in this Agreement, NH hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, whether express or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favor of the Customer. 5.3. Nature of Internet. The Customer acknowledges that the use of the Internet is at its sole risk and that NH does not have exclusive control over the content that may travel through its network. NH shall not be liable for any transmission of or infection by a virus, trojan or other malicious software.

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5.4. Warranty.
NH does not warrant that its Service will be uninterrupted, errorfree or that any data passing through it is accurate, complete or meets any particular standards except as set out in the Service Level Agreement.

5.5. Third Parties.
NH has no responsibility or liability to the Customer for any claim against the Customer by any third party.

5.6. Additional Services.
NH may procure services on behalf of the Customer from third parties (including its suppliers). In such cases, NH's service is provided "as is" without warranty of any kind, whether expressed or implied.

5.7. Aggregate Liability.
NH's maximum aggregate liability in any twelve month period in respect of any single event or a series of events whether connection or unconnected arising out of or in connection with this Agreement whether in contract, tort (including negligence or breach of statutory duty) or otherwise, shall in no circumstances exceed the amount paid to NH by the Customer in the previous twelve months in respect of the relevant Service, or if the agreement has been in force less than twelve months, the lesser period. This Agreement does not exclude or limit NH's liability for personal injury or death.

5.8. Consequential Losses.
In no event shall NH be liable for any consequential losses, actual or potential loss of income, profit, revenue or data including without limitation any indirect or special loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise. NH will take all reasonable steps to avoid negligence.

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5.9. Sole Remedy.
Where the Service levels have failed to meet the standards set in the Service Level Agreement for a period of ninety (90) days, the Customer's sole remedy is the termination of this contract. NH shall have no further liability to the Customer. 5.10. Scope. NH shall not be responsible for any liability arising out of actions of the Customer, the Customer's employees, agents, subcontractors, suppliers, Customers or users; nor shall it be responsible for the Customer's inability to access any part of the Internet outside of NH's network. 5.11. SLA. NH does warrant that it shall maintain in place connectivity (directly or indirectly) to one or more major Internet Exchange Points. Any breach of this clause will be handled under the Service Level Agreement provisions. The NH SLA can be found at https://www.nimbushosting.co.uk/docs/SLA.pdf 5.12. Law Enforcement. NH shall not be liable for any actions it takes (including suspension of service) pursuant to a request by a law enforcement agency or governmental body.

5.13. Equipment.
The Customer warrants that it has taken out appropriate insurance to cover any Customer Equipment hosted or housed within an NH Datacentre or facility which covers all risks including damage by NH, its staff, suppliers, contractors or other customers. The Customer acknowledges that this is a fair clause since it is in a better position to insure against such a risk.

6. INDEMNIFICATION

The customer shall fully indemnify the NH against all costs, expenses, liabilities, losses, damages and judgments that the host may incur or be subject to as a result of any of the following:-
a) The customer's misuse of the service.
b) The customer's breach of this agreement.
c) The customer's negligence or other act or default.
d) The activity of third parties conducted on or through the customers website.

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7. INSURANCE

7.1. If the Customer subscribes to any services involving housing of any Customer Equipment at NH Datacentres or other premises managed by NH, the Customer shall prior to the Commencement Date, at its own cost, maintain in force, or procure the taking out and maintenance of the "Required Insurance Policy" compliant with the provisions of this clause and any other insurances as may be required by law. The Customer shall not permit anything to occur that may entitle the insurer to refuse to pay under any claim brought under this Agreement or otherwise prejudice the Required Insurance Policy.

7.2. The Customer
shall ensure that the Required Insurance Policy contains provisions:

7.3. Providing for coverage in force with a limit of indemnity of not less than two million pounds (£2,000,000) in any one occurrence/unlimited in the number of occurrences in a policy period; and

7.4. that it operates, save for the limit of indemnity as defined above, in the same manner as if there was a separate policy with and covering each insured party without right of contribution from any other insurance which is carried by an insured party.

7.5. The Customer shall provide to NH appropriate evidence from a reputable insurer or insurance broker which is directly regulated by the UK Financial Services Authority confirming that the Customer has in place adequate insurance coverage as required under this Agreement and that all premiums due have been paid and that such insurance is in full force and effect. The Customer shall provide any renewal certificate or other documentation as reasonably required by NH to verify the Customer's continuing compliance thereof as soon as possible.

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7.6. The Customer shall give NH immediate and full notice of any claim or potential claim concerning this Agreement which could be brought under this Agreement and shall use its best endeavours to minimise and mitigate any losses that could result.

7.7. Neither the failure to comply nor full compliance with this clause by the Customer shall any way limit or relieve the Customer of its liabilities and obligations under this Agreement.

7.8. NH will maintain with a reputable insurer a policy in respect of its business covering Employers' Liability (with respect to its own employees) and Public Liability with a level of indemnity not less than two million pounds (£2,000,000).

7.9. The customer agrees to arrange for our interest in the policy to be noted on the insurance certificate. You will if requested so to do provide us with a copy of the insurance policy prior to any equipment whether hardware or software being deposited with us. 7.10 You agree that any policy of insurance that provides you with cover in respect of any hardware or software that you deposit with us shall contain a term denying insurance the right to be subrogated to any claim that you may have against us.

8. CHARGES

8.1. The Customer shall pay NH for the Goods and Services ordered under this Agreement including any relevant Schedule and any additional costs reasonably incurred on its behalf.

8.2 Removed

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8.3. The Customer may request NH to provide Additional Services in addition to those specified in this Agreement. If NH (in its absolute discretion) provides such services, it shall be entitled to charge the Customer for the provision of such services on a time and materials basis in accordance with the hourly fees as notified to the Customer from time to time and will be deemed to undertake such work on under the terms in this Agreement.

8.4. Payment.
The Customer shall pay any setup/installation fees and fees in respect of the first period at the time of order and any fees in respect of subsequent periods within agreed credit terms from the invoice date, such invoices being raised to become due prior to the beginning of each period of service.

8.5. NH shall invoice the customer in arrears for any additional charges including any support, burst or excess fees that will become due within the agreed credit period or 15 days whichever is the longer.

8.6. A payment will be regarded as received on the day, when a credit or debit card payment is made, Direct Debit has been confirmed by GoCardless or when an electronic bank transfer is received by NH's bankers. Payment by Bank Transfer (BACS, CHAPS and Faster Payment) can only be paid with prior authorization of NH.

8.7. Bank Charges.
The Customer will be liable for all bank charges incurred by NH as a result of any bank transfer, where such charges are in excess of the standard charges for payments made in Sterling from and to a UK bank account. The Customer shall also be liable for any charges incurred by NH in respect of any credit/debit card chargeback, returned cheques or reversed bank charges and to pay NH an administrative fee of £50 per returned/reversed transaction in addition to any other remedies available to NH.

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8.8. VAT.
All charges pursuant to this Agreement are exclusive of VAT and any other applicable taxes that shall be paid by the Customer at the prevailing rates.

8.9. Late Payment.
In the event that the customer does not pay the amounts owed within credit terms NH may charge a statutory late payment fee under the Late Payment of Commercial Debts (Interest) Act 1998 in addition to charging interest at 2% above the interest rate in force at the time with Barclays Bank Plc or an equivalent banker of its choosing. Should your account be suspended for 4 weeks. Your services will be cancelled and the data will not be recoverable.

8.10. Deposit.
NH may require the Customer to provide a deposit as security against charges for Goods or Services as reasonable from time to time. In the event of termination, NH will return the deposit (less any amount disputed or owed) within sixty (60) days of the termination of the Agreement, or expiry of any remaining service obligations, whichever is later.

8.11. Support Fees.
NH's Service is complex in nature and it may not be possible to determine the cause of a problem quickly. The Customer accepts that where it reports a service problem to NH which upon investigation is shown to be outside of NH's scope of service (and the scope of service shall be as obtained by the Customer from NH in accordance with Schedule 1), NH may charge the Customer a reasonable fee for the time and resources necessary to investigate the report. These fees may be increased by 100% where the Additional Service is provided by NH outside of Normal Working Hours.

8.12. Inflation.

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NH may at its discretion, but no more than once in any calendar year, vary the recurring charges under this Agreement provided that the percentage increase shall be no greater than an amount equivalent to any increase in the Retail Prices Index (or any replacement index) published by the Government or competent authority at any time in the past twelve months plus two percent (2%). NH may vary the pricing under this clause across the entire contract or in respect of specific services, as long as it does not do so more than once every calendar year for each service.

8.13. Regulation.
In the event of any change in applicable law, regulation or Datacentre costs that materially changes the cost of delivery of the Service, NH shall give the Customer written notice thereof and the Customer shall have thirty (30) days to accept or tender notice of termination. Service provided after said thirty (30) day period shall be at the increased rate. If the increase is in excess of 10% of the previous rates of recurring fees and the Customer chooses to terminate the affected Service, any such termination shall not trigger otherwise applicable Early Termination Charges as referred to in the Termination provisions set forth in this Agreement.

8.14. Electricity Prices.
NH may vary any charges which relate directly or indirectly to the cost of electricity it is charged for by its suppliers. The cost of power shall be deemed to include the costs of any Carbon Reduction Commitment allowances or any similar levy incurred by NH or its suppliers in the operation of the Datacentres from which the Services are provided.

8.15. Additional Services.
NH may raise the charges for Additional Services with thirty (30) days' notice, including within the Initial Period.

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8.16. Errors.
The Customer will notify NH within fourteen (14) days of receipt of an invoice of any dispute, error or if it requires clarification on any item. 8.17. No Set-off. All sums due to NH under this Agreement will be payable without any deduction, set-off, restriction or condition and NH shall be entitled to obtain and enforce judgement thereon without any deduction or stay of execution pending the determination of any counterclaim by the Customer.
8.18. Unauthorised Use.
NH is not obliged to detect or report unauthorised or fraudulent use of the Service. The Customer remains solely responsible for all charges incurred through or as a result of fraudulent or unauthorised use of the Service.

8.19. Suspension of Service.
In the event that a Service (or part thereof) is suspended by NH due to the Customer's breach of this Agreement, the Customer shall remain liable for all charges that would be due as if the Service had not been suspended.

8.20 Late Payments
If any payments are made 7 days or more late NH reserves the right to suspend forthwith all services until payment in full is made. has, where possible, provided reasonable notice to the other party), or the other party has given written consent for the release of such information.

8.21 Small Claims Track
In the event that we bring any proceedings against you arising out of or in connection with the contract you will pay in addition to any sums due under any judgement our costs of bringing the proceedings on an indemnity basis. You irrevocably confirm that CPR Part 27 shall not apply and that any costs whatsoever incurred by us whether in relation to a small track claim or otherwise shall nevertheless be fully recoverable from you.

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8.22 Payment after account suspension

All invoices are due in full for payment before account suspension. Invoices will continue to be raised whilst the account is suspended. 50% of all invoices raised while suspended will also be payable in order to reinstate the account. We also reserve the right to charge in addition an administration fee of £80 to reinstate the account.

9. CONFIDENTIALITY

9.1. Definition.

"Confidential Information" as used throughout this Agreement means any secret or proprietary information relating directly to the NH or the Customer and that of their affiliate companies, subsidiaries employees or agents are similarly bound, including but not limited to the terms of this agreement, information clearly labelled "confidential", product details, customer lists, pricing policies, employments records and policies, operational methods, marketing plans and strategies, product development techniques, designs, inventions, research programs, trade secrets, software, source code, system settings and configuration, security implementations, identification and login details, the contents of this agreement, accompanying documents and any future agreements that may be made between the parties.

9.2. Non-disclosure.

The parties will use all reasonable efforts not to reveal, divulge or make known any Confidential Information from third parties during the term of this Agreement and for a period of six (6) years from the date of the end of this Agreement unless it is required to do so by law or a court of competent jurisdiction. See our Data Protection regulation for more information https://www.nimbushosting.co.uk/general-data-protection-regulation/

9.3. Exceptions.

NH may at its discretion aid law enforcement authorities in any investigation of possible unlawful activity. NH may also disclose to its suppliers or other customers

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the identity of the third party in the event of interference with the equipment belonging to such third parties. Each party may disclose Confidential Information to its Associated Companies, staff, directors, officers, solicitors, accountants, professional advisors, insurers and/or lenders, provided that each party shall ensure such persons are bound by similar confidentiality obligations as set out in this Agreement.

9.4. Return of Material.
Upon termination of this Agreement, each party will return to the other party or destroy any Confidential Information which is no longer required for the fulfilment of obligations under this Agreement. Each party shall, on request, confirm this has been done and provide written undertakings to this effect.

9.5. Remedy.
Remedies for Breach of Confidentiality Both parties acknowledge that a breach of the preceding confidentiality clauses may cause the non-breaching party to suffer irreparable harm that cannot be adequately remedied by monetary damages alone. Therefore, the non-breaching party shall be entitled to seek equitable relief, including specific performance and injunctive relief, in addition to all other legal and equitable remedies available.

9.6. Privacy Policy
For the purposes of data protection, NH is designated as a data controller under registration Z2691645. This designation applies to the processing of personal data related to non-hosting customers and NH staff. The NH privacy policy, which outlines the handling and protection of such data, is available at https://www.nimbushosting.co.uk/docs/privacypolicy.pdf.

9.7 The Customer agrees to ensure that all personal information collected, processed, and stored through the Customer's website is done so in full compliance with the applicable provisions of the Data Protection Act 2018.

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9.8 Under General Data Protection Regulation (GDPR) legislation Nimbus Hosting is classified as a Data Processor or Sub Processor. Further information on our GDPR policy can be found at https://www.nimbushosting.co.uk/general-data-protection-regulation/

10. ACCEPTABLE USE POLICY

10.1. Prohibited Use. Please review our Acceptable Use Policy (AUP) on our web at https://www.nimbushosting.co.uk/docs/aup.pdf

10.2 Customer undertaking and obligations – the Customer may not use the service (including, but not limited to, the hosting hardware and/or the hosting software) for any unlawful or otherwise inappropriate purposes. This includes, but is not limited to:-
a) Distribution of computer viruses, malware, spyware or any other form of code designed to cause harm or nuisance to hardware or software or to obtain data without consent;
b) Distribution of pirated material including, but not limited to, software, videos, music and written work;
c) Distribution of obscene or illegal material including that which is pornographic, abusive, threatening, malicious, harassing, fraudulent, defamatory or that which encourages criminal activities.

10.3 The Customer may not use the Customer website to link to any other websites or systems hosting any material described in 10.2.

10.4 3. The Customer undertakes to monitor and supervise any and all third-party activity on the Customer's website (including, but not limited to, the submissions of material by users and the use of communication systems such as forums). Any

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third-party activity that may fall within the provisions of Clause 10.2 above must be stopped or removed as appropriate.

10.5 The Customer shall be responsible for all activity relating to the Customer website.

10.6 The Customer shall use reasonable endeavours to ensure that the host is furnished with any information reasonably required by the host to provide the service in a timely manner.

11. SOFTWARE LICENSING

11.1. General Licensing.

The Customer remains responsible for all software licensing on any equipment hosted with, purchased from or otherwise managed by NH unless it is explicitly agreed otherwise in writing.

11.2. Where NH has agreed to provide software licenses to the Customer, the Customer authorised NH to enter into relevant license agreements required to acquire a license to use the software. NH shall provide copies of such licenses on request. The Customer accepts that by using or maintaining a service, it has agreed to such license agreements.

11.3. Service Provider Licensing.
Where NH provides a license under a 'Service Provider Licensing Agreement' (SPLA), the conditions of a license prohibit its use on any equipment other than those owned or leased by NH. The Customer acknowledges that such licenses are not transferable should they decide to terminate this Agreement and transfer their services to a third party.

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12. LIEN

12.1. The Customer grants NH a lien over all Customer Equipment to secure all sums due, owing or incurred to NH under this Agreement and such lien shall continue and NH shall be entitled to take possession of all Customer Equipment (and the Customer shall not be entitled to access or remove suck equipment from the building) until NH has received all such sums in cleared funds.

12.2. In the event that fees remain unpaid for longer than ninety (90) days past due, NH may at its discretion remove and dispose of by way of sale, auction or other reasonable means the customer's equipment to cover the cost of the outstanding amounts, including any interest due and owing on the outstanding amount. NH will return any surplus from such disposal to the Customer and be entitled to pursue the Customer for any amount that remains outstanding less the costs the company incurs on a full indemnity basis in respect of any disposal or storage charges.

13. FORCE MAJEURE

13.1. Neither party shall be liable for any delay in performing or failure to perform its obligations (other than a payment obligation) under this Agreement due to any cause outside its reasonable control including, but not limited to, acts of God, war or military operations, industrial disputes, protests, fire, flood, lightning, storm, drought, other severe weather, tempest, computer viruses, malware, explosion, compliance with statutory obligation, failure or shortage of power supplies, supplier failure, acts or omissions of government or regulators, highways authorities, third party telecommunications operators and/or suppliers or other competent authority, an act of terrorism, national emergencies or restrictions of access to any relevant premises or movement arising from pandemic, compliance with any statutory obligations, industrial disputes of any kind other than those to which NH or Customer is a party or any other cause beyond the

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Parties' reasonable control. Such delay or failure shall not constitute a breach of this Agreement and the time for performance of the affected obligation shall be extended by such period as is reasonable.

13.2. Each party shall make commercially reasonable efforts to prevent any interruption, failure or delay caused by any of the above- mentioned circumstances, to minimise any such interruption, failure or delay as may be caused thereby, and to do all.

13.3. In the event that a force majeure event under this Agreement prevents the fulfilment of an obligation thereof for a period of ninety (90) days or more, either party may terminate this Agreement forthwith without incurring any further liability.

14. INTERPRETATION

14.1. Entire Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, arrangements, representations and undertakings between NH and the Customer, oral or written, in respect of its subject matter.

14.2. The Customer acknowledges that in entering into this Agreement it does not do so on the basis of and does not rely on any representation, warranty or other provision except as expressly provided in this Agreement. NH hereby excludes all conditions, warranties or other terms implied by statute or common law to the fullest extent permitted by law.

14.3. Modifications.

Any addition or modification to this Agreement may only be made in writing and signed by an Authorised Signatory of each party unless otherwise expressly specified herein. Changes made to the text of this agreement will be invalid

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unless explicitly authorised by NH. For avoidance of doubt, a new Schedule or Service Order constitutes a variation of this Agreement if so indicated.

14.4. Headings.
The headings in this agreement are for ease of reference only and do not form part of the Agreement. 14.5. No Waiver. Failure or delay by either party in exercising any of its rights under this Agreement shall not be deemed to be a waiver of that right. The parties' rights shall be deemed cumulative, such that the exercise of one right or remedy shall not preclude the exercise of others, including any rights or remedies available to it by law or in equity. The terms of this Agreement do not affect the Customer's statutory rights.

14.6. Severability.
If any provision of this Agreement or its application is held to be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of any of the other provisions and applications therein shall not in any way be affected or impaired. The invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity and maintain the parties' original intent.

14.7. Jurisdiction.
This Agreement shall be governed by English law and all parties hereby irrevocably submit to the exclusive jurisdiction of the English courts.

14.8. Counterparts.
This Agreement may be executed in any number of counterparts, each of which so executed will constitute one and the same instrument.

14.9. Possession.

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Nothing herein contained is intended to create a tenancy or lease of any cabling, property, space or any part thereof. NH does not grant any right for the Customer to occupy any property and the Customer has no rights as a tenant or otherwise under any real property or landlord/tenant laws, regulations or ordinances. It is in NH's and its suppliers' sole discretion to suspend the right of any Customer representative or other person to visit any data centre or facility.

14.10. Third Party Rights.
The parties to this Agreement do not intend any of its terms will be enforceable by virtual of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it. 14.11. No partnership. Nothing in this Agreement shall create or be deemed to create a partnership or joint venture. The relationship of principal and agent is adopted between the parties.

15. ASSIGNMENT

15.1. The Customer shall not transfer or assign this Agreement or any of its rights or obligations hereunder without NH's prior written consent, which will not be unreasonably withheld. The Customer will remain liable for any non-payment by its assignee or transferee. NH may transfer its rights or obligations under this Agreement by notice to the Customer.

16. NOTICES

16.1. All notices under this Agreement shall be served in writing and sent to the address on record as set out in this Agreement or to the registered office as recorded by the Registrar of Companies (for companies registered in the United Kingdom).

16.2. Any such notice shall be deemed served as follows:

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16.3. By first class post - within two working days of posting

16.4. By hand delivery - at time of delivery

16.5. By facsimile or e-mail - immediately upon transmission to the recipient's fax machine or mail server provided the sender does not receive any indication the transmission or e-mail has not been successfully transmitted to the intended recipient's fax machine or e-mail server.

16.6. Each party shall use reasonable endeavours to ensure that the other party has received any notice. This may be achieved, for example, by sending notice by two methods, or by also contacting the other party by telephone.

16.7. The Customer accepts that NH may from time to time need to take action in accordance with this Agreement where it is not practical to give notice in advance. In such cases, NH will make reasonable efforts to notify Customers as soon as possible after any such events.

17. NON SOLICITATION

17.1. Each party agrees that during the term of this Agreement and for a period of 1 (one) year following its termination, it shall not directly or indirectly solicit, or offer employment or engagement to, any of the other party's staff who is at the time of such action or was during a period of twelve (12) months immediately preceding such action directly involved in the carrying out of any obligations under this Agreement without the other party's prior written agreement.

18. COMMENCEMENT & TERM

18.1. Commencement.

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This Agreement shall commence on the Commencement Date set out in Schedule 1 or an earlier/later date when NH begins to supply any part of Goods or Services set out in this Agreement.

18.2. NH shall use reasonable endeavours to have the Services ready by the Commencement Date, however, the Customer acknowledges that in order to carry out the obligations under this Agreement, NH may be required to enter into new contracts to retain facilities with its suppliers or make other arrangements which may delay the commencement of the service. If such a delay is greater than sixty (60) days, the Customer may cancel this contract without penalty (save as any costs incurred by NH on behalf of the Customer up to that point), provided it does so, by seven (7) days' notice.

18.3. Continuity of Service.
Any Services under this Agreement shall continue unless and until terminated by either party giving not less than the specified notice under Termination Notice Period in the relevant Schedule.

18.4. Initial Period.
In the event that the Customer terminates this Agreement prior to the expiry of the Initial Period as defined in the relevant Schedule, the Customer shall pay an Early Termination Charge of one hundred percent (100%) of its recurring charges for the remainder of the Initial Term, unless it exercises its right to terminate under clause

19.1.1 below.

18.5. In the event that NH terminates this service under clauses 19.1.1, 19.1.2 or 19.1.4 prior to the end of the Initial Period, the Customer shall pay an Early Termination Charge equivalent to one hundred percent (100%) of its recurring charges for the remainder of the initial Term.

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19. TERMINATION

19.1. This Agreement may be terminated as follows:- 19.1.1. by either party by notice in writing to take effect immediately if the other party summons a meeting of its creditors, makes a proposal for or becomes subject to any voluntary arrangement, is unable to pay its debts within the meaning of section 123 Insolvency Act 1986, has a receiver, manager or administrative receiver appointed over any of its assets, undertakings or income, has passed a resolution for its winding-up (save for the purpose of a voluntary reconstruction or amalgamation previously approved in writing by the party serving notice), is subject to a petition presented to any Court for its winding-up (save for the purpose of a voluntary reconstruction or amalgamation previously approved in writing by the party serving notice), has a provisional liquidator appointed, has a proposal made for a scheme of arrangement under section 425 Companies Act 1985, has an administrator appointed in respect of it or is the subject of an application for administration filed at any court or a notice of appointment of an administrator filed at any court or a notice of intention to appoint an administrator given by any person or is the subject of a notice to strike off the register at Companies House or analogous events in other jurisdictions; or

19.1.2. by either party by notice in writing to take effect immediately if the other party is in material breach (or a series of connected breaches which taken together constitutes a material breach) of this Agreement and, where the breach is capable of remedy has failed to remedy such breach within fourteen (14) days after service of a written notice from the party not in breach specifying the breach, and requiring it to be remedied. For the avoidance of doubt, a breach of section 10 above shall be considered a material breach; or 19.1.3. by either party by serving the required notice specified under Termination Notice Period in the relevant Schedule (subject to an Early Termination Charge); or 19.1.4. by NH in the event that a Customer is in breach of its obligations to pay all amounts due in a timely manner.

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19.2. Initial Term.
If the Service is terminated effective prior to the end of the Initial Term, the Customer will pay an Early Termination Charge of one hundred percent (100%) of its recurring charges for the remainder of the Initial Term, unless the Customer terminates as a result of NH's material breach, or NH terminates other than by reason of Customer's breach.

19.3. Possession.
In the event that Customer fails to pay NH all amounts owed in a timely manner, the Customer agrees that NH may take possession of any Customer Equipment, store it at the Customer's expense, until taken in full or partial satisfaction of any lien or judgment; or liquidate the property in a commercially reasonable manner, upon notice and apply the proceeds to any amounts due under this Agreement. The Customer will remain liable for any shortfall following any such disposal and any excess funds will be returned to the Customer. NH may charge for its time in undertaking such disposal operations at its usual rates or commercially reasonable equivalents (whichever is higher). NH will undertake reasonable efforts to ensure that Customer Equipment is stored securely, but the Customer remains liable for any damage or loss.

19.2 If no termination period is specified the period will be defined as per the next invoice period, either monthly, quarterly or annually. The Customer will be responsible for all fees during this period.

19.4. Storage Devices. NH will take reasonable steps to either:
(1) erase any data on Storage Devices,
(2) return any Storage Devices to the Customer or offer to allow the Customer to collect them, or
(3) destroy any Storage Devices prior to disposal; the reasonable costs of doing so in all cases being charged to the Customer.

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19.5. Miscellaneous.
Restrictions imposed under sections 9 and 17 and any other provision of this Agreement that creates a continuing obligation or liability will survive the termination of this Agreement.

19.6. Confidential Information. Each party shall destroy all Confidential Information following the termination of this Agreement save as information which is necessary for any remaining duties including any requirement to keep accounts and records, and to ensure compliance with this Agreement.

19.7 Abuse Towards Staff.
NH does not tolerate physical and verbal abuse towards it's staff. Should a customer become abusive by telephone, in person or by email NH may terminate the contract with immediate effect. NH will not be liable for any costs incurred following the account termination.

19.8 Consumers
If you are a consumer within the meaning of Consumer Contracts (Information Cancellation and Additional Charges) Regulations 2013 by virtue of that regulation you have the right to cancel this contract within 14 days of the date of receipt of these terms and conditions without giving any reason. The cancellation period will therefore expire on the fifteenth day after the date these terms and conditions are received. To exercise the right to cancel you must inform us in writing by post, fax or email, and although not obligatory, you may use the cancellation form annexed to these terms and conditions. The cancellation must be received before the fifteenth day. In the event of cancellation, you will be charged pro rata for the days usage between the date of commencement of the contract and the date of cancellation. You will not be charged an early payment sum during the cancellation period. The cancellation form can be found here: https://www.nimbushosting.co.uk/cancellations-and-downgrades-policy/

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20.1 The Contract These terms and conditions govern the sale and provision of services by us and will form the basis of the contract between us and you. Before submitting any request for the provision of services by NH please ensure that you have read these terms and conditions carefully. If you are unsure about any point of these terms and conditions please ask us for clarification. We reserve the right to require proof to be provided in documentary form of identification and ownership of your business.

20.2 Nothing provided by us including but not limited to sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Completion by you of our Nimbus Hosting Limited Schedule Booking Form constitutes a contractual offer that we may, at our discretion, accept.

20.3 A legally binding contract between you and us will be created upon our acceptance of your offer by our acceptance signature on the Nimbus Hosting Limited Schedule 1 or by other written or email confirmation to you.

20.4 We may at any time without notice to the customer make any changes to the services which are necessary to comply with any applicable safety or any other statutory requirements or which do not materially affect the nature or quality of the services. We shall give you notice of any such changes forthwith after they have been made.

20.5 We may, so as to give effect to our true intention, correct any typographical or any other error or omission in any brochure, promotional literature, quotation or any other document relating to the provision of the services without any liability to you, provided always that any such correction to a quotation that materially changes the nature of the Services or the Charges in a way that the Customer

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may not reasonably have understood or expected at the time of entering into the contract shall be subject to the Customer's written consent.

20.6 We shall have no liability for any loss or damage, howsoever or whatsoever caused, arising out of any instructions given by you which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or which are received by us late, or which have not been received by us, or which are attributable to your fault of any kind whatsoever.

20.7 You agree that we shall not be in breach of contract and shall have no liability to you for any loss or damage whatsoever or howsoever caused in so far as that loss and damage was caused by events or matters beyond our reasonable control.

20.8 We shall have no responsibility for any mechanical or electrical malfunction or failure in respect of Customer Equipment whatsoever or howsoever caused except where such loss or damage has been caused by the negligence or wilful default of our employees or agents. In the event of any losses you are referred to our limited liability clauses hereunder.

20.9 Litigation You irrevocably agree that if you are involved in any litigation in which we are required to give evidence or are otherwise to attend Court, the whole goods subject to a Court Order or an injunction, or otherwise to be involved in any litigation process you will indemnify us both in respect of our and our employees time involved in thereby spent. In any event you will indemnify us at a rate of £80.00 per hour together with first class travel or mileage at the rate of 50 pence per mile plus all of the disbursements, parking charges and subsistence.

Data Protection Addendum

1. DEFINITIONS

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For the purpose of this addendum:

“Customer Protected Data” means any Personal Data received from or on behalf of the Customer or otherwise obtained, created, generated, transmitted, stored or processed for or on behalf of the Customer in connection with the performance of NH’s obligations under this Agreement;

“Data Protection Laws” means any legislation relating to the processing, privacy and use of Personal Data, as applicable to the Customer, NH and/or the Services being provided under this Agreement, including: the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all other applicable legislation implementing European Community Directives 95/46 and 2002/58, and any subsequent European Union legislation, including the EU General Data Protection Regulation 2016/679, once applicable (the “GDPR”) and any applicable national legislation implementing or supplementing the GDPR , in relation to the protection of Personal Data and/or any corresponding or equivalent national legislation in any relevant jurisdiction (once in force and applicable);

“Data Subject Requests” means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Laws relating to the Protected Data;

“NH Personnel” means all employees, staff, other workers, agents and consultants of NH and of any subcontractors who are engaged in the provision of the services under this Agreement from time to time;

“Protected Data” means together the Customer Protected Data, or separately where the context requires; and The expressions "process", "Personal Data", “Data Controller”, “Data Processor” and “Data Subject” shall bear their respective meanings given in Data Protection Laws.

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2. Each party agrees that they will comply with the appropriate provisions under the Data Protection Laws in relation to processing of the Protected Data to the extent of the applicable law.

3. Each party acknowledges that for the purpose of the Data Protection Laws, the Customer is the Data Controller of the Customer Protected Data as required by Article 28(3) of the GDPR.

NH is the Data Processor or Data SubProcessor of all Protected Data. Where NH is acting at the Data Processor, or SubProcessor, for and behalf of the Customer the following provisions shall apply:

3.1 NH undertakes that it shall process the Protected Data only to the extent and in such a manner as is necessary for the purposes of this Agreement (in the case of Customer Protected Data) from time to time unless otherwise required by a legal requirement or if, in NH's opinion, the Customer's, documented instructions infringe Data Protection Laws;

3.2. NH shall ensure appropriate organisational and technical measures are implemented and maintained in place, at its cost and expense, to safeguard against any unauthorised or unlawful processing or access, accidental loss, destruction, theft, use or disclosure of the Protected Data and, having regard to the state of technological development and the cost of implementing any measures, the measures must ensure a level of security appropriate to the nature of the Protected Data and the risks presented by the processing, in particular from unauthorised or unlawful disclosure, access or processing or accidental loss, destruction or damage. NH shall in respect of all Protected Data processed by it under this Agreement comply with the requirements regarding security of processing set out in Data Protection Laws;

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3.3. NH shall take all reasonable steps to ensure the reliability of NH Personnel who may have access to or process the Protected Data. NH shall ensure that only such of the NH Personnel who may be required by NH to assist it in meeting its obligations under this Agreement shall have access to or process the Protected Data and shall procure that all such personnel shall have undertaken adequate levels of training on compliance with Data Protection Laws. All NH Personnel who have access to or process the Protected Data are made of aware of the confidential nature of the Protected Data and have signed written confidentiality undertakings regarding the Protected Data within their employment contract;

3.4. NH shall implement and maintain in place, at its cost and expense, appropriate technical and organisational measures to assist the Customer in the fulfilment of their obligation to respond to Data Subject Requests. NH agrees to notify the Customer promptly, and in any event within (48) forty eight working hours of receipt of any request, in the event that it receives a Data Subject Request and shall provide the Customer with full cooperation, information and assistance with all such Data Subject Requests; 3.5. NH shall provide all reasonable assistance, information and cooperation to the Customer to ensure compliance with their respective obligations under Data Protection Laws with respect to data protection impact assessments and prior consultations with the Information Commissioner's Office (the "ICO") or other supervisory authorities or regulators which the Customer reasonably consider to be required of them under Data Protection Laws, in each case solely in relation to the processing of the Protected Data by, and taking into account the nature of the processing and information available to, NH and any sub-processor;

3.6. NH shall make available to the Customer, (as the case may be) on request all information necessary to demonstrate compliance with this addendum and Data Protection Laws and shall submit to and contribute to audits, including inspections, by the Customer, (as the case may be) or its representatives in relation to the processing of the relevant Protected Data by NH or any

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subprocessor on giving at least (5) five days' notice to NH or without undue delay (and in any event within (24) twenty-four hours) where the Customer, (as the case may be) becomes aware of a data breach or alleged data breach;

3.7. NH shall notify the Customer, (as the case may be) immediately, and in any event within (48) forty eight working hours of receipt of such correspondence, upon receiving any complaint, notice or communication from any Data Subject of the relevant Protected Data, supervisory or regulatory body, including the ICO, which relates directly or indirectly to the processing of the Protected Data under this Agreement and shall provide the Customer with full cooperation, information and assistance in relation to such complaint, notice or communication;

3.8. NH shall immediately notify the Customer (with respect to Customer Protected Data), if it should become aware of, or reasonably suspect there has been, any unauthorised or unlawful processing of, loss to, damage to or destruction or corruption of, the relevant Protected Data or any attempt to gain unauthorised access to such Protected Data. NH shall without undue delay, and in any event within (24) twenty-four hours, provide the Customer, with sufficient information to allow the Customer to meet any notification obligations to report or inform Data Subjects and/or the ICO or any other supervisory or regulatory body of any such breach under Data Protection Laws. NH shall provide full cooperation to the Customer, to assist the Customer, with any investigation, mitigation, remediation or any other action that the Customer, may elect to take in respect of such breach;

3.9. Unless retention of any Protected Data by NH on the Customer's behalf (with respect to Customer Protected Data) is expressly agreed with the Customer or is required by any applicable laws (in which case NH shall notify the Customer), on termination of the processing activities carried out under this Agreement, NH shall immediately cease to use the Protected Data and shall promptly (and in any event within 180 days of the date of cessation of the processing activities) arrange

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for its destruction at the sole election of the Customer (with respect to Customer Protected Data), and shall, on request, provide the Customer with confirmation in writing that it has done so;

3.10. Nothing in this addendum shall be construed as preventing a party from taking such steps as are necessary to comply with its own obligations under Data Protection Laws or any other applicable law; and

3.11. NH shall indemnify and keep each of the Customer indemnified against all claims, demands, actions, costs, expenses, losses, damages and liabilities of any nature arising from or incurred (i) by reason of any loss, damage or distress suffered by any person as a result of the loss, destruction, damage, unauthorised or unlawful disclosure or processing of Protected Data by NH or any NH Personnel or (ii) as a result of any failure by NH or any NH Personnel to comply with the provisions of this addendum or (iii) by reason of NH or any NH Personnel acting outside or contrary to the Customer's lawful instructions.
4. If NH provides Personal Data to the Customer during the term of this Agreement, it warrants that it has obtained such Personal Data lawfully and is entitled to provide it to the Customer and for the Customer to use it for reasons connected with this Agreement.
5. This addendum shall continue in full force and effect indefinitely after termination or expiry of this Agreement.

14 DAY FREE TRIAL - TERMS AND CONDITIONS

The offer (the "14-Day Free Trial", which is made to you by NH entitles the customer to full access of a server on a Helium specification, for a period of fourteen (14) days from the moment that the customer activates such trial period by submitting their name and email address, and will expire at midnight on the fourteenth day. NH will automatically remove you from our records after a period of 60 days, unless you have indicated that you would like to continue using our

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hosting platform on a paid package or you have opted into marketing communications from NH. You may only use this 14-Day Free Trial Offer once.

If the customer has subscribed to the 14-Day Free Trial offer previously, they are ineligible for another 14-Day Free Trial. This NH service may not be available on certain personal devices. The customer may cancel the 14-Day Free Trial at any time, and upgrade to a paid package during the 14 days. NH reserves the right to terminate this 14-Day Free Trial at any time and for any reason. After such time of termination, NH shall not be obligated to redeem any further introductory offers. NH reserves the right, in its absolute discretion, to determine your eligibility for a Trial, and, subject to applicable laws, to withdraw, or modify a Trial at any time without prior notice and with no liability, to the greatest extent permitted under the law.
Nimbus Hosting reserves the right to change the features of the free trial offer at any time. The 14-Day Free Trial applies to all new customers and existing customers that do NOT have an existing service with NH. Customers that are currently owners of a hosting service with NH will be unable to access the free trial. The 14-Day Free Trial is available on a Helium Specification* only and cannot be upgraded to a higher specification unless it is paid for as Neon, Argon, Oxygen and Nitrogen are not included in the 14-Day Free Trial. At no point during the 14-Day Free Trial can the customer upgrade from a Helium to a larger specification. If the customer requirements do not meet the Helium specification for the 14 Day Free Trial, and the customer would like to use our hosting platform, a paid package is obligatory. NH do not require credit card information to start the trial, therefore we cannot charge you once your free trial has come to an end. The customer is required to contact NH via the web site, email or by phone prior to the end of your trial should the customer wish to continue with the server. The Helium specification can be found at https://www.nimbushosting.co.uk/pricing/

This specification may change from time to time.

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Upgrades and Downgrades

All Nimbus Hosting VPS/Cloud Packages can be upgraded and downgraded as per the Customer requirements. All up and downgrades follow the notice period of our cancellation policy.

Once a request for an upgrade or downgrade has been given, we will suggest the most suitable VPS/Cloud Package to your needs. We do not offer part refunds for downgrades made before your service term ends.

All upgrades will be charged a pro rata amount depending on your new package price and you will be charged the new package price from the renewal date of your current product or service as per your agreed billing terms.

Indemnity

The Customer shall irrevocably indemnify and hold harmless the provider against any and all liabilities, losses, expenses, costs (including legal fees), and damages (including, but not limited to, any direct, indirect, or consequential loss, loss of profit, or damage to reputation) suffered by, incurred by, or awarded against the Customer arising out of or in connection with:

Any claim made against the Provider by the Customer or any third party arising out of or in connection with any computer system backup or failure to provide any computer system or backup if the Customer did not purchase the Backup Services directly from NH.

The Customer acknowledges that there shall be no cap on liability to this indemnity and/or Hold Harmless agreement and that liability in respect of this breach by a Customer shall be unlimited and amount to a full indemnity in respect of any and all damages, losses and costs thereby arising.

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Referral Programme

1. Introduction

These Terms and Conditions ("Terms") govern your participation in the Nimbus Referral Programme ("Programme"). By signing up for the Programme, you agree to be bound by these Terms.

1. Transition to Rewardful Referral Programme

1.1. All customers previously registered under the Affiliate Scheme will need to sign up to the new Referral Programme to continue as an Affiliate as of 14th August 2024

1.2. Benefits under the previous Referral Programme will terminate as of 14th August 2024, with no retroactive benefits applied for referrals made before this date.

2. Enrollment and Participation

2.1. Affiliates must sign up to the Referral Programme to receive benefits for new referrals via https://nimbus-hosting-ltd.getrewardful.com/signup

2.2. Unique referral links and codes must be used to track and credit referrals accurately. No backdated benefits will be given if the unique link and/or code is not used.

3. Eligibility

3.1. You are eligible to participate in the Programme if you are an agency or business owner.

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3.2. You cannot refer clients who promote illegal activities, hate speech, phishing scams, adult content, counterfeit goods, malware, unethical business practices, or environmental damage.

4. Referral Process

4.1. To refer clients, you will receive a unique referral link. Share this link with your clients.

4.2. Your referral link will be tracked for 60 days. If a client signs up for a Nimbus plan within 60 days of clicking your link, you earn a commission.

4.3 In order to receive referral income you have to be signed up to our programme. Any referrals outside of this programme will not count and you will not be eligible for the commission.

5. Earnings and Payments

5.1. Affiliates will earn a 10% commission on recurring payments for any hosting package purchased through their unique referral link.

5.2. There is a minimum payout threshold of £25. Once your commissions reach £25, you will receive your first payment. Remaining commissions will carry over.

5.3. You can track your earnings and view your recurring revenue through the programme dashboard.

5.4. Nimbus will handle all payments. You will receive your commissions directly, typically within 30 days after the end of the month your client's bill is paid.

6. Client Refunds and Cancellations

6.1. If a client receives a full refund within the refund period, any commission earned on that client will be deducted from your future payouts.

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6.2. Commissions are based on recurring revenue. If a client cancels their service, you will no longer earn commission on their monthly fees.

7. Programme Termination

Nimbus reserves the right to terminate your participation in the programme for any reason, with or without notice, for violations of these Terms or any other reason deemed necessary.

In the event an affiliate chooses to terminate their promotional services with Rewardful, we will prioritise settling any outstanding commissions that are due or pending.

Once all financial obligations have been fulfilled, we can then proceed with the following actions:

- **Disabling the Affiliate Account:** Rewardful will disable the affiliate's access to their account.
- **Affiliate Information Removal:** If the former affiliate requests the removal of their information from the Rewardful platform, Rewardful will require a formal request from you to delete their affiliate account and associated data. This includes commission records, referral records, and sales records specific to that affiliate account.

7. Promotion

7.1. You are encouraged to promote the programme broadly to your network.

7.2. You must promote the programme in a professional and ethical manner. Misleading claims are strictly prohibited.

8. Taxes

Commissions earned through the Programme are considered taxable income. Consult a tax advisor to determine your tax obligations.

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9. Support

For technical issues with your referral link or dashboard, contact the Nimbus Referral Programme support team at referrals@nimbushosting.co.uk

10. Governing Law

These Terms shall be governed by and construed in accordance with the laws of England and Wales.

11. Entire Agreement

These Terms constitute the entire agreement between you and Nimbus regarding your participation in the Program and supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written.

12. Amendment

Nimbus reserves the right to amend these Terms at any time by posting the amended Terms on the Programme website. Your continued participation in the Programme following the posting of amended Terms constitutes your acceptance of the amended Terms.

13. Severability

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

14. Waiver

No waiver of any provision of these Terms by Nimbus shall be deemed a further or continuing waiver of such provision or any other provision.

15. Contact Us

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If you have any questions about these Terms, please contact Nimbus at referrals@nimbushosting.co.uk