

DARK NEBULAE LTD GENERAL TERMS & CONDITIONS

Revised: 14th March 2026

These are the General Terms & Conditions of service.

THE USE OF ANY OF OUR SERVICES INDICATES AN AGREEMENT AND FULL UNDERSTANDING OF THESE TERMS AND CONDITIONS

THIS AGREEMENT is made between DARK NEBULAE LTD (Registration Number: 06599553), including its trading brands (THE DATA VAULT, DATA VAULT, VINEHOST, VDX SYSTEMS, VDX NETWORKS) and the CLIENT. By signing up for and/or otherwise accessing any of the services or products offered by DARK NEBULAE LTD you agree to be bound by all the Terms and Conditions listed. If you have any questions, please Contact Us.

1. THE HOSTING SERVICES AGREEMENT:

The Hosting Services Agreement incorporates the following documents by reference: (i) the Services Description that describes the Services you are buying and related fees; (ii) these General Terms and Conditions containing the general terms and conditions applicable to all Services; (iii) the specific Product Terms and Conditions containing the additional terms for the particular Hosting Services you are buying; (iv) the Acceptable Use Policy; and (v) if your Hosted System will be provided from data centres located both in the United Kingdom and one or more non-U.K. jurisdictions, the Country Specific Terms that may be applicable in those jurisdictions. When we use the term “Hosting Services Agreement” or “Agreement” in any of these documents, we are referring collectively to all of them. The Agreement is effective as of the date of the email sent to you by DARK NEBULAE LTD expressly confirming acceptance of your order or the date you accept the Agreement as part of DARK NEBULAE LTD’s online order process.

2. DEFINED TERMS:

1. “Acceptable Use Policy” or “AUP” means the DARK NEBULAE LTD Acceptable Use Policy as of the date you sign the Agreement.
2. “Business Day” or “Business Hours” means 9:00 a.m. – 5:30 p.m. Monday through Friday, excluding public holidays in the United Kingdom.
3. “Charges” means the aggregate of the Fee, Disbursements and Expenses payable by the Customer for the supply of the Services.
4. “Confidential Information” means all information disclosed by one of us to the other, whether before or after the effective date of the Agreement,

Dark Nebulae Ltd General Terms & Conditions

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that the recipient should reasonably understand to be confidential, including: (i) for you, all information transmitted to or from, or stored on, your Hosted System, (ii) for DARK NEBULAE LTD, unpublished prices and other terms of service, audit and security reports, product development plans, solution diagrams, data centre designs (including non-graphic information you may observe on a tour of a data centre), and other proprietary information or technology, and (iii) for both of us, information that is marked or otherwise conspicuously designated as confidential. Information that is independently developed by one of us, without reference to the other's Confidential Information, or that becomes available to one of us other than through breach of the Agreement or applicable law, shall not be "Confidential Information" of the other party.

5. "Country Specific Terms" means the addendum or addenda that may be incorporated into your Hosting Services Agreement if a portion of your Services are to be provided from a non-United Kingdom jurisdiction for which we have special legal terms.
6. "Hosted System" means a combination of hardware, software and networking elements that comprise an information technology system. Depending on the Services you are buying, the Hosted System may consist of a dedicated system for your use only, or the right to use certain parts of a shared system that DARK NEBULAE LTD maintains for many customers, or a combination of some dedicated elements and some shared elements.
7. "Hosting Services" means: (i) DARK NEBULAE LTD's provision for your use of the Hosted System described in the Services Description, and (ii) Support.
8. "Product Terms and Conditions" means the terms and conditions for the particular Hosting Services you are buying.
9. "Services Description" means a written description of the Hosted System and/or Supplementary Services you are buying from DARK NEBULAE LTD, and related fees, that is incorporated by reference in the Agreement, including any "plan" or other name given to a Services description that you submit to DARK NEBULAE LTD as part of an online order process.
10. "Service Level Guarantee(s)" means a guarantee or guarantees identified as a "Service Level Guarantee" or "Service Level Guarantees" in the applicable Product Terms and Conditions.

11. “Services” means Hosting Services and Supplementary Services, collectively.
12. “Supplementary Services” means those services you purchase from DARK NEBULAE LTD other than the Hosting Services, such as database administration or “DBA” services, and assistance or support for the application that you operate on your Hosted System.

3. OUR OBLIGATIONS

1. DARK NEBULAE LTD’s obligation to begin providing Services is contingent on your satisfaction of DARK NEBULAE LTD’s credit approval criteria. DARK NEBULAE LTD will provide the Hosting Services in accordance with the Services Description, the Service Level Guarantees, and other specifications in this Agreement. DARK NEBULAE LTD will perform any Supplementary Services in a good and professional manner. DARK NEBULAE LTD will maintain security practices that are at least as stringent as the minimum security practices, and will provide the specific security services described in your Services Description. DARK NEBULAE LTD will perform all Services in accordance with applicable law.

4. YOUR OBLIGATIONS

1. You must use reasonable security precautions in connection with your use of the Services. You must comply with the laws applicable to your use of the Services and with the Acceptable Use Policy. You must cooperate with DARK NEBULAE LTD’s reasonable investigation of Service outages, security problems, and any suspected breach of the Agreement. You are responsible for keeping your account permissions, billing, and other account information up to date. You must pay when due the fees for the Services stated in the Services Description or other agreement between us. If there is a dispute with respect to any portion of an invoice, you shall pay the undisputed portion of the fees promptly and provide written details specifying the basis of any dispute. Each of us agrees to work together to promptly resolve any disputes.

5. PROMISES WE DO NOT MAKE

1. We do not promise that the Services will be uninterrupted, error-free, or completely secure. You acknowledge that there are risks inherent in Internet connectivity that could result in the loss of your privacy, Confidential Information and property.

2. We disclaim any and all warranties not expressly stated in the Agreement to the maximum extent permitted by law, including the implied warranties relating to satisfactory quality and fitness for a particular purpose. You are solely responsible for the suitability of the services chosen. Any services that we are not contractually obligated to provide but that we may perform for you at your request and without any additional charge are provided on an 'AS IS' basis.
 3. We do not have knowledge of the data you store within your Hosted System, including the quantity, value or use of the data. You are therefore responsible to take all reasonable steps to mitigate the risks inherent in the provision of the Services, including data loss. The Services that DARK NEBULAE LTD has agreed to provide to assist you to mitigate such loss (if required) are set out in the Services Description, which may include backup services and geographically redundant servers. DARK NEBULAE LTD does not promise to back up your data unless you have purchased backup services. If you purchase backup services DARK NEBULAE LTD does not promise to retain any data backup(s) for longer than the agreed data retention period as set out in the Services Description. In all events, you release DARK NEBULAE LTD from liability for loss of data to the extent that the data has changed since the time that we were last required by the Agreement to perform a backup.
 4. We will provide Support only to your administrative or technical contacts listed on your account. We will not provide support directly to your end users unless specifically agreed in writing.
 5. Certain DARK NEBULAE LTD Services are designed to help you comply with various regulatory requirements that may be applicable to you. However, you are responsible for understanding the regulatory requirements applicable to your business and for selecting and using those Services in a manner that complies with the applicable requirements.
6. UNAUTHORISED ACCESS TO YOUR DATA OR USE OF THE SERVICES
1. DARK NEBULAE LTD is not responsible to you or any third party for unauthorised access to your data or the unauthorised use of the Services unless the unauthorised access or use results from DARK NEBULAE LTD's failure to meet its security obligations stated in Section 3 (Our Obligations) of these General Terms and Conditions or the Services Description. You are responsible for the use of the Services by any

employee of yours, any person you authorize to use the Services, any person to whom you have given access to the Services, and any person who gains access to your data or the Services as a result of your failure to use reasonable security precautions, even if such use was not authorised by you.

7. TAXES ON SERVICES

1. If DARK NEBULAE LTD is required by law to collect taxes on the provision of the Services, you must pay DARK NEBULAE LTD the amount of the tax that is due or provide DARK NEBULAE LTD with satisfactory evidence of your exemption from the tax. You must provide DARK NEBULAE LTD with accurate factual information to help DARK NEBULAE LTD determine if any tax is due with respect to the provision of the Services.

8. EXPORT MATTERS

1. You represent and warrant that you will not use the Services for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, nor will you provide administrative access to the Services to any persons (including any natural person, government or private entity or other form of body corporate) that is located in or is a national of any country that is embargoed or highly restricted under United Kingdom export regulations.

9. CHANGES TO THE ACCEPTABLE USE POLICY

1. We may change the Acceptable Use Policy to add or modify restrictions on our customers' use of the Services, provided that the changes are reasonable and consistent with hosting industry norms. If we make a change to the AUP we will publish a revised version. The revised AUP will become effective as to you on the first to occur of:
 1. the first day of a renewal term for the Agreement that begins at least thirty (30) days after the time that the revised AUP has been posted;
 2. your execution of a new or additional agreement for all or part of your Hosted System that incorporates the revised AUP by reference; or
 3. thirty (30) days following our written notice to you of the revision to the AUP.

2. If your compliance with the revised AUP would adversely affect your use of the Hosting Services, and you give a written notice of your objection no later than thirty (30) days following the date that the revised AUP would otherwise have become effective as to you, we will not enforce the revision as to you until sixty (60) days following the date the revision would otherwise have become effective as to you, and you will continue to be subject to the prior version. During the sixty (60) day period, you may elect to terminate the Agreement on these grounds by giving written notice. We will not charge you an early termination fee for a termination on these grounds. If you do not elect to terminate during the sixty (60) day period, then the revised AUP will become effective as to you as of the end of the sixty (60) day period. If you terminate your Services under this Subsection, we may decide to waive that change as to you and keep your Agreement in place for the remainder of the term.

10. SUSPENSION OF SERVICES

1. We may suspend Services without liability if:
 1. we reasonably believe that the Services are being used in breach of the Agreement;
 2. you don't cooperate with our reasonable investigation of any suspected violation of the Agreement;
 3. there is an attack on your Hosted System or your Hosted System is accessed or manipulated by a third party without your consent;
 4. we are required by law or a regulatory or government body to suspend your Services; or
 5. there is another event for which we reasonably believe that the suspension of Services is necessary to protect the DARK NEBULAE LTD network or our other customers.
2. We will give you advance notice of a suspension under this clause of at least six (6) Business Hours unless we determine in our reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect DARK NEBULAE LTD or its other customers from imminent and significant operational, legal or security risk. If your Hosted System is compromised, then you must address the vulnerability prior to DARK NEBULAE LTD placing the Hosted System back in service or, at your request, we may be able to perform this work for you at our standard hourly rates as a Supplementary Service.

11. TERMINATION FOR BREACH

1. You may terminate the Agreement for breach if we:
 1. materially fail to provide the Services as agreed and do not remedy that failure within ten (10) days of your written notice describing the failure;
 2. materially fail to meet any other obligation stated in the Agreement and do not remedy that failure within thirty (30) days of your written notice describing the failure.
2. We may terminate the Agreement for breach if:
 1. we discover that the information you provided for the purpose of establishing the Services is materially inaccurate or incomplete;
 2. the individual signing the Agreement did not have the legal right or authority to enter into the Agreement on behalf of the person represented to be the customer;
 3. your payment of any invoiced amount is overdue and you do not pay the overdue amount within four (4) Business Days of our written notice;
 4. you have made payment arrangements via credit card or other third party, and the third party refuses to honour our charges;
 5. you fail to comply with any other obligation stated in the Agreement and do not remedy the failure within thirty (30) days of our written notice to you describing the failure;
 6. you breach the AUP more than once even if you remedy each breach; or
 7. your agreement for any other DARK NEBULAE LTD service is terminated for breach of the acceptable use policy applicable to that service.
3. Either of us may terminate the Agreement if the other is unable to pay its debts or enters into compulsory or voluntary liquidation or compounds with or contravenes a meeting of its creditors or has a receiver or manager or an administrator appointed or ceases for any reason to carry on business or takes or suffers any similar action which means that it may be unable to pay its debts.

12. CONFIDENTIAL INFORMATION

1. Each of us agrees not to use the other's Confidential Information except in connection with the performance or use of the Services, as applicable, the exercise of our respective legal rights under the Agreement, or as may be required by law. Each of us agrees not to disclose the other's Confidential Information to any third person except as follows:
 1. to each of our respective service providers, agents and representatives, provided that such service providers, agents or representatives agree to confidentiality measures that are at least as stringent as those stated in this General Terms and Conditions; or
 2. to a law enforcement or government agency if requested, or if either of us reasonably believes that the other's conduct may violate applicable criminal law;
 3. as required by law; or
 4. in response to a court order or other compulsory legal process, provided that each of us agrees to give the other written notice of at least seven (7) days prior to disclosing Confidential Information under this clause (or prompt notice in advance of disclosure, if seven (7) days advance notice is not reasonably feasible), unless the law forbids such notice.

13. LIMITATION ON DAMAGES

1. Subject to clause 13.2, but without prejudice to DARK NEBULAE LTD's right to the fees for the Services, including any early termination fee (if applicable) and your right to service credits under the applicable Service Level Guarantee and/or termination for our failure to meet any support promise:
 1. each party's liability to the other for direct loss or damages whether in tort (including, without limitation, negligence), contract or otherwise, is limited to and shall not exceed:
 1. for Hosting Services, an amount that is three (3) times the monthly recurring fee under this Agreement as of the time of the occurrence of the event(s) giving rise to the claim; and

2. for Supplementary Services, fees paid for the Supplementary Services that are the subject of the claim;
2. neither party will be liable to the other in any way for any special, incidental, economic, or indirect loss or damages, or for loss of data, loss of profits, revenues, customers or contracts, wasted management time, increased costs or expenses, whatsoever and howsoever arising including in connection with the performance, non-performance or delayed performance of the Services or otherwise under this Agreement even if that party has been advised by the other or should have reasonably been aware of the possibility of such loss.
2. Nothing in this Agreement limits or excludes either party's liability for any loss or damages resulting from:
 1. death or personal injury caused by its negligence; and
 2. any fraud or fraudulent misrepresentation.

14. INDEMNIFICATION

1. If we, our affiliates, or any of our or their respective employees, agents, or suppliers (the "Indemnitees") is faced with a legal claim by a third party arising out of your actual or alleged negligence, breach of law, failure to meet the security obligations required by the Agreement, breach of the AUP, breach of your agreement with your customers or end users, or breach of Section 8 (Export Matters) or Section 16 (Software) of this General Terms and Conditions, then you will pay the cost of defending the claim (including reasonable legal fees) and any damages award, fine or other amount that is imposed on the Indemnitees as a result of the claim. Your obligations under this clause include claims arising out of the acts or omissions of your employees or agents, any other person to whom you have given access to the Services, and any person who gains access to the Services as a result of your failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorised by you. You must also pay reasonable legal fees and other expenses we incur in connection with any dispute between persons having a conflicting claim to control your account with DARK NEBULAE LTD, or any claim by your customer or end user arising from an actual or alleged breach of your obligations to them.

2. We will choose legal counsel to defend the claim, provided that these decisions must be reasonable and must be promptly communicated to you. You must comply with our reasonable requests for assistance and cooperation in the defense of the claim. We may not settle the claim without your consent, although such consent may not be unreasonably withheld, delayed or conditioned. You must pay reasonable legal fees and expenses due under this clause as we incur them.

15. PUBLICITY

1. You agree that we may publicly disclose that we are providing Services to you and may use your name and logo to identify you as our customer in promotional materials, including press releases. We will not use your name or logo in a manner that suggests an endorsement or affiliation.

16. SOFTWARE

1. General. You may not copy any software we provide for your use, unless expressly permitted by this Agreement. You may not remove, modify or obscure any copyright, trade mark, or other proprietary rights notices that appear on any software we provide for your use. Unless permitted by the terms of an open source software licence, you may not reverse engineer, decompile or disassemble any software we provide for your use except and to the extent that you are expressly permitted by applicable law to do this, and then following at least ten (10) days advance written notice to DARK NEBULAE LTD. In addition to the terms of this Agreement, your use of any Microsoft® software is governed by Microsoft's licence terms including use restrictions on Microsoft software that is provided for your use under a subscriber access licence or "SAL" or an "anonymous" licence as indicated in your Services Description. If you use any non-DARK NEBULAE LTD supplied software on your Hosted System, you represent and warrant to DARK NEBULAE LTD that you have the legal right to use the software in that manner. On DARK NEBULAE LTD's request you will certify in writing that you are in compliance with this clause and any other software licence restrictions that are part of the Agreement, and will provide reasonable evidence of your compliance as we may reasonably request.
2. Customer Provided Licences. If we have has agreed to install, patch or otherwise manage software for you in reliance on your licence with a software vendor (rather than DARK NEBULAE LTD's licence with the software vendor), then you represent and warrant that you have a written

licence agreement with the software vendor that permits DARK NEBULAE LTD to perform these activities. You agree that you will provide DARK NEBULAE LTD with evidence of licensing as DARK NEBULAE LTD may reasonably require prior to the scheduled deployment date, and from time to time as necessary to update the status of the licence. If you fail to provide the required evidence of licensing, DARK NEBULAE LTD may, at its option, either:

1. delay the deployment date for the Hosted System that was to include such software until such time as the required evidence is provided;
 2. deploy the Hosted System in reliance on DARK NEBULAE LTD's licensing agreement with the software vendor, and charge you its standard fee for the use of the software until such time as the the required evidence is provided;or
 3. suspend or terminate the Agreement.
3. Your licensed software may not be compatible with our standard process for deploying and repairing Hosted Systems. In addition, in order to install the software, DARK NEBULAE LTD may require you to send the physical or electronic media provided to you by the software vendor, both for deployment, and again in the event of a failure of your Hosted System. You agree that DARK NEBULAE LTD will not be in breach of any Service Level Guarantee or other obligation under this Agreement that would not have occurred but for the delay resulting from our agreement to use your licensed software.

17. RECOMMENDATIONS

1. DARK NEBULAE LTD personnel may from time to time recommend third party software or other products and services for your consideration. DARK NEBULAE LTD MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING SUCH PRODUCTS AND SERVICES. Your use of any products and services not provided by DARK NEBULAE LTD is governed by the terms of your agreement with the provider of those products and services, and is at your sole risk. DARK NEBULAE LTD is not responsible in any way for the third party product's performance, features nor failures.

18. WHO MAY USE THE SERVICES

1. You may permit your subsidiaries and affiliated companies to use the Services if you wish. However you are responsible for the acts or omissions of your permitted. DARK NEBULAE LTD will provide support only to you, not to your customers, subsidiaries or affiliates. There are no third party beneficiaries to the Agreement, meaning that your customers, subsidiaries, affiliates, and other third parties do not have any rights against either of us under the Agreement.

19. DATA PROTECTION

1. Each of us agrees to comply with our respective obligations under the Data Protection Act 1998 (the “Act”) as applicable to personal data that it controls or processes as part of, or in connection with, its use or provision of the Services. Specifically, but without limitation, you must comply with the Act as it relates to personal data that you store or transfer using your Hosted System. You agree that, subject to the requirements of this paragraph and DARK NEBULAE LTD’s obligations stated in Section 28 (Assignment,Subcontractors), DARK NEBULAE LTD may give its affiliates and subcontractors outside of the European Economic Area (EEA) access to personal data you store on your Hosted System. For example, we may provide our US affiliates with access to your Hosted System so that the US affiliate may provide Support to you during our of office hours in the UK.
2. We agree that we will not provide access to personal data that you store on your Hosted System to any subcontractor or affiliate outside of the EEA.

20. DATA CENTRES

1. We are constantly upgrading our data centre facilities and in order for you to benefit from this, you agree that we may relocate your servers within our data centres, make changes to the provision of the Services, URLs and your IP addresses and may establish new procedures for the use of the Services. In each case we will give you reasonable advance notice and use all reasonable endeavours to minimise the effect that such change will have on your use of the Services.

21. NO HIGH RISK USE

1. You may not use the Services in any situation where failure or fault of the Services could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, you may not use, or permit any other person to use, the Services in connection with aircraft or

other modes of human mass transportation, nuclear or chemical facilities, or medical life support devices.

22. SERVICES MANAGEMENT AGENT

1. You agree that you will not interfere with any services management software agent(s) that DARK NEBULAE LTD installs on your Hosted System. DARK NEBULAE LTD agrees that its agents will use only a minimal amount of computing resources, and will not interfere with your use of your Hosted System. DARK NEBULAE LTD will use the agents to track the hardware and software that DARK NEBULAE LTD provides, so that it can more efficiently manage various service issues, such as patching exceptions and product life cycles. DARK NEBULAE LTD may also use the software to identify security vulnerabilities. DARK NEBULAE LTD will not use the agents to view or capture your content or data. Your Services will be come “unsupported” as described in the Product Terms if you disable or interfere with our service management software agents. You agree that DARK NEBULAE LTD may access your Hosted System to reinstall services management software agents if you disable or interfere with their performance.

23. NOTICES

1. Your routine communications regarding the Services, including any notice of non-renewal, should be sent to DARK NEBULAE LTD. If you want to give a notice regarding termination of the Agreement for breach, indemnification, or other non-routine legal matter, you should send it by electronic mail and first class post.
2. DARK NEBULAE LTD’s routine communications regarding the Services and legal notices will be sent to the individual(s) you designate as your contact(s) on your account either by electronic mail, first class post, or overnight courier. Notices are deemed received as of the time delivered, or if that time does not fall on a Business Day, as of the beginning of the first Business Day following the time delivered. For purposes of counting days for notice periods, the Business Day on which the notice is deemed received counts as the first day. Notices must be given in the English language.

24. OWNERSHIP OF INTELLECTUAL PROPERTY

1. Each of us retains all right, title and interest in and to our respective trade secrets, inventions, copyrights and other intellectual property. Any

intellectual property developed by DARK NEBULAE LTD during the performance of the Service(s) shall belong to DARK NEBULAE LTD unless we have agreed with you in advance in writing that you shall have an interest in the intellectual property.

25. OWNERSHIP OF OTHER PROPERTY

1. You do not acquire any ownership interest in or right to possess the Hosted System, and you have no right of physical access to the Hosted System. We do not acquire any ownership interest in or right to the information you transmit to or from or store on your DARK NEBULAE LTD servers or other devices or media.

26. INTELLECTUAL PROPERTY INFRINGEMENT

1. If DARK NEBULAE LTD or any of its customers is faced with a credible claim that the Services infringe the intellectual property rights of a third party, and DARK NEBULAE LTD is not reasonably able to obtain the right to use the infringing element or modify the Services such that they do not infringe, then DARK NEBULAE LTD may terminate the Services on reasonable notice of at least ninety (90) days, and will not have any liability on account of such termination except to refund amounts paid for Services not used as of the time of termination.

27. ASSIGNMENT/SUBCONTRACTORS

1. Neither party may assign the Agreement without the prior written consent of the other party except as part of a bona fide corporate reorganisation or a sale of its business. DARK NEBULAE LTD may use third party service providers to perform all or any part of the Services, but DARK NEBULAE LTD remains responsible to you under this Agreement for Services performed by its third party service providers to the same extent as if DARK NEBULAE LTD performed the Services itself.

28. FORCE MAJEURE

1. Neither of us will be in breach of the Agreement if the failure to perform the obligation is due to an event beyond our control, such as significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organised labor action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry.

29. GOVERNING LAW, LAWSUITS

Dark Nebulae Ltd General Terms & Conditions

Revised: 14th March 2026

1. The Agreement is governed by the English law and each of us expressly and unconditionally submits to the exclusive jurisdiction of the courts of England and Wales except that DARK NEBULAE LTD may seek to enforce any judgment anywhere in the world where you may have assets. Each of us agrees that it will not bring a claim under the Agreement more than two (2) years after the event giving rise to the claim occurred.

30. AGREEMENT MECHANICS

1. Changes to Terms on Website. These General Terms and Conditions, the applicable Product Terms, and any applicable Country Specific Terms are incorporated in your Agreement by reference to pages on the DARK NEBULAE LTD website. Although we may from time to time revise the General Terms and Conditions, Product Terms and Country Specific Terms posted on these pages, those revisions will not vary the Agreement until the first day of any renewal or extended term that follows the date that we publish the revision. However if over time you sign multiple Agreements for a single Hosted System, for example to add service elements to an existing Hosted System, then the version of the General Terms and Conditions, Product Terms and Conditions and Country Specific Terms (if any) referenced in the last signed Agreement will govern the entire Hosted System, unless otherwise agreed in writing.
2. Modifications. Unless otherwise expressly permitted in this Agreement, the General Terms and Conditions, Product Terms, Acceptable Use Policy, and Country Specific Terms may be amended only by a formal written agreement signed by both parties. A Services Description may be amended to modify, add, or remove services by a formal written agreement signed by both parties, or by an exchange of correspondence, including via electronic mail or the DARK NEBULAE LTD ticketing system, that includes the express consent of an authorised individual for each of us. The pre-printed terms on your purchase order or other business forms will not become part of this Agreement.
3. Order of Precedence. If there is a conflict between the terms of any of the documents that comprise the Agreement, the documents will govern in the following order: signature page for the Hosting Services Agreement, Country Specific Terms (if any), Services Description, Product Terms, any addendum to the General Terms and Conditions, the General Terms and Conditions, and the Acceptable Use Policy.

4. **Unenforceable Provisions.** If any part of the Agreement is found unenforceable by a court, the rest of the Agreement will nonetheless continue in effect, and the unenforceable part shall be reformed to the extent possible to make it enforceable but still consistent with the business and financial objectives of the parties underlying the Agreement.
5. **No Waiver.** Each party may enforce its respective rights under the Agreement even if it has waived the right or failed to enforce the same or other rights in the past.
6. **No Partnership.** The relationship between the parties is that of independent contractors and not business partners. Neither party is the agent for the other, and neither party has the right to bind the other to any agreement with a third party.
7. **Interpretation.** The captions in the Agreement are for convenience only and are not part of the Agreement. The use of the word “including” in the Agreement shall be read to mean “including without limitation.” The words “our” and “us” refer to DARK NEBULAE LTD unless the context clearly indicates another meaning. The Agreement is effective when you sign it, even though the “initial term” may be defined in the Agreement with reference to the Service Commencement Date or other date.
8. **Survival.** The following terms shall survive expiration or termination of the Agreement: Sections 7, 12, 13, 14, 17, 21, 22, 23, 28, and 29 of these General Terms and Conditions, all terms of the Agreement requiring you to pay any fees for Services provided prior to the time of expiration or termination or requiring you to pay an early termination fee, and all other provisions of the Agreement that by their nature are intended to survive expiration or termination of the Agreement.
9. **Changes Not Made Known.** If you have made any change to the Agreement that you did not bring to DARK NEBULAE LTD’s attention in a way that is reasonably calculated to put DARK NEBULAE LTD on notice of the change, the change shall not form part of the Agreement.
10. **Counterparts.** The Agreement may be signed in multiple counterparts, which taken together will be considered one original. Facsimile signatures, signatures on an electronic image (such as .pdf or .jpg format), and electronic signatures shall be deemed to be original signatures.

THE USE OF ANY OF OUR SERVICES INDICATES AN AGREEMENT AND FULL UNDERSTANDING OF THESE TERMS AND CONDITIONS