

GENERAL TERMS & CONDITIONS

These terms of service (collectively "Terms") are a legal agreement between you, either an individual or a single legal entity ("You" or "you"), and Sleepless Server Solutions Limited ("Sleepless"). These Terms govern your use of any Sleepless services ("Services"), the Sleepless website ("Site"), the client software distributed with this Agreement and any other software provided by Sleepless, including any updates and any accompanying documentation ("Software"). Collectively, the Software, the Site and the Services may be referred to as the "Products". By clicking the "I AGREE" or similar button, by signing a Service Level Agreement, Order Form, or by using any Products, you agree to these Terms. If you do not agree to these Terms, then do not indicate acceptance and do not use the Products. If you agree to these Terms on behalf of a legal entity, you represent that you have the authority to bind that legal entity to these Terms.

1. SERVICES

The following Services (such list is non-exhaustive) are provided by Sleepless and are governed by Service Level Agreements between you and Sleepless in addition to the Terms:-

- On Line Back up
- Disaster Recovery
- Virtual Private Servers / Infrastructure as a Service
- Dedicated Servers
- Co-Location
- Such services as may be provided from time to time

2. YOUR OBLIGATIONS.

You agree to do each of the following: (i) comply with applicable law (ii) pay when due the fees for the Services, (iii) use reasonable security precautions in light of your use of the Services, (iv) cooperate with Sleepless' reasonable investigation of outages, security problems, and any suspected breach of the Agreement, (v) keep your billing contact and other account information up to date; and (vi) immediately notify Sleepless of any unauthorised use of your account or any other breach of security.

3. PASSWORDS & SECURITY

You are responsible for keeping your passwords secure, and you agree not to disclose your passwords to any third party. You are solely responsible for any activity that occurs under your user names and accounts, including any sub-accounts. If you lose your passwords or the encryption keys for your accounts, you will not be able to access your data. You must notify Sleepless immediately of any unauthorised use of your accounts or any other security breach related to the Service. If Sleepless determines that a security breach has occurred or is likely to occur, Sleepless may suspend your accounts and require you to change your user names and passwords.

4. ACCOUNTS, FEES & AUTO-RENEWAL

You agree to keep your registration information accurate, complete and up-to-date as long as you continue to use the Services. You agree to pay the fixed subscription and variable usage-based fees, if any, for the service type you have selected and agree to any applicable restrictions, including quotas on the amount of storage you are allowed to use. If you exceed any quota allocated to your account, you agree that Sleepless may restrict your ability to use the Services in full until you reduce your usage or sign-up to another type of account with a higher quota or no quota at all. If you use a card for payment, you authorise Sleepless to automatically renew your Services and subscription for successive renewal terms each equal in length to the initial term purchased by you and charge the then-current renewal fees to the card associated with your account unless you notify Sleepless in advance that you do not want your subscription renewed. If you use an alternative payment method, you authorise Sleepless to automatically renew your subscription for successive renewal terms each equal in length to the initial term purchased by you and you agree to pay the then-current renewal fees when invoiced. Sleepless will send you at least one email to remind you of each upcoming renewal of the Services or subscription. Sleepless may change the renewal price of the Services or subscription as of the next renewal date and we will provide you with prior notice if we do so. You can elect to cancel an automatic renewal for the Services or subscription at any time and for any reason (including if you do not agree to a price change) by contacting Sleepless at least 72 hours in advance of the renewal. You agree that you are responsible for payment of all fees related to the Services set to auto-renew. Once the service renewal has been processed it cannot be reversed nor any fees refunded.

4. USE OF SERVICES & SOFTWARE

Subject to these Terms, Sleepless grants you a limited, non-exclusive, non-transferable and revocable licence to access the Site and use the Services and Software. You may install and use the Software in executable form only on the number and type of devices that are specified in the then-current documentation for your service type as described on the Site or as specified in other transaction documentation provided by Sleepless or an authorised reseller or Partner. You acknowledge that certain third party code may be provided with the Software and that the licence terms accompanying that code will govern its use.

You acknowledge that Sleepless or third parties own all right, title and interest in and to the Products, including all intellectual property rights. Except for the licence granted in these Terms, Sleepless and its licensors retain all rights in the Products, and no implied licences are granted to you.

You specifically agree that you will not, nor will you permit another person to (without the express written consent of Sleepless):

- sub-licence, lease, rent, loan, transfer or distribute any portion of the Products;

- modify, adapt, translate or create derivative works from the Products;
- decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Products; or
- remove, obscure or alter any trademark, copyright or other proprietary rights notices displayed in the Software or on the Site.

5. SERVICE FEES AND PAYMENT

If the fees are not paid in accordance with the agreed payment terms as per the Service Level Agreement or otherwise for the particular Service, Sleepless reserves the right to terminate the Services. Cancellation will terminate the license and will deny you and your designated users access to, and use of the Services. All of your data will be deleted from Sleepless servers at the expiration of thirty (30) days after termination of the Services for reasons of non-payment or for other reasons set forth elsewhere in these Terms.

Sleepless may terminate the Services with or without prior notice if you fail to comply with any of these Terms. In the event of you availing of co-location services, you agree that sleepless may disconnect your equipment at the expiration of 30 days and dispose of the equipment within 60 days if same is not removed from the premises.

6. TERMINATION FOR BREACH

We may terminate the Agreement for breach on written notice if: (i) we discover that the information you provided to us about yourself or your proposed use of the Services was materially inaccurate or incomplete, (ii) if you are an individual, you were not at least 18 years old or otherwise did not have the legal capacity to enter into the Agreement, or if you are an entity or fiduciary, the individual did not have the legal right or authority to enter into the Agreement on behalf of the person represented to be the customer, (iii) your payment of any invoiced amount is overdue, and you do not pay the overdue amount within thirty (30) days of our written notice, (iv) you fail to comply with any other provision of the Agreement and do not remedy the failure within thirty (30) days of our notice to you describing the failure. Upon expiration or termination of Service, you shall immediately cease all use of the Software and Service and destroy all copies of the Software and relevant documentation.

7. ILLEGAL USE

The Subscriber shall not use the Services for the storage, possession, creation or transmission of any information, which violates any law, statute, ordinance or regulation or that, may in any manner injure any party or property. Such uses include but are not limited to use of the Service for stolen materials, obscene materials or child pornography. Information which is defamatory, libelous, unlawfully threatening or unlawfully harassing, is obscene or indecent in violation of applicable law, or any use intended to damage any system or data including the propagation of viruses, worms, Trojans or other such programs.

8. INTELLECTUAL PROPERTY PROTECTION

Sleepless respects the intellectual property of others and requires that users of the Service do the same. When you use the Products, you may not upload, store, share, display, post, email, transmit or otherwise make available any material that infringes any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity. In appropriate circumstances, Sleepless will terminate the accounts of repeat infringers.

9. USER INDEMNITY

You agree to defend, indemnify and hold Sleepless, its suppliers, resellers, partners and their respective affiliates harmless from and against any claims, liabilities, damages, losses and expenses, including reasonable legal fees and costs, in connection with:

- your use of the Products;
- your breach of these Terms;
- your infringement of any third party right, including any intellectual property right; or
- any claim that use of your data caused damage to a third party.

This indemnity obligation will survive the termination or expiration of your account and these Terms.

10. MICROSOFT SOFTWARE & LICENSE MOBILITY

In addition to the terms of our Agreement, your use of any Microsoft® software is governed by Microsoft's license terms.

If you make use of Microsoft software on the Services which is not provided by Sleepless, then you represent and warrant that you have a written license agreement which permits you to use the Microsoft software in conjunction with the Services. You agree that you will provide Sleepless with evidence of such licensing as Sleepless may reasonably require prior to the commencement of the Services, and from time to time as necessary to update the status of the license. If you fail to provide the required evidence of licensing Sleepless may, at its option, either (i) suspend the Services that were to include such software until the evidence is provided, (ii) provide the Services in reliance on Sleepless's licensing agreement with the vendor, and charge you its standard fee for the use of the software until such time as the required evidence is provided, or (iii) suspend or terminate this Agreement.

If you wish to exercise License Mobility through Software Assurance rights, you must execute the Mobility Verification Form located at <http://www.microsoft.com/licensing/software-assurance/license-mobility.aspx> or at its successor site, and submit it to Microsoft for verification within 10 days of your deployment of such Microsoft software. Licenses under the License Mobility through Software Assurance program must remain on Sleepless's shared servers within a single Data Center for no less than 90 days. You may not reassign a particular license within 90 days of the last assignment.

You must cooperate with Sleepless in the event that Microsoft requests Sleepless's participation in an audit of the software services. You agree that Sleepless can provide Microsoft with (a) the number of Windows Virtual Machine instances provided to you by Sleepless (b) a list of the Microsoft software products which run in such Windows Virtual Machine instances and (c) all copies of your validated Mobility Verification Forms. If Microsoft determines that you are non-compliant with the program requirements for License Mobility through Software Assurance and you do not cure the non-compliance within a time period specified by Microsoft, then Sleepless may terminate this Agreement, the provision of any or all Services to you, or both.

11. DATA PROTECTION

Each of us agrees to comply with our respective obligations under the Data Protection Acts (the "Acts") 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 Acts as it relates to personal data that you store or transfer in your use of the Services. All data processed or backed up by Sleepless are stored on servers that are located in centres in the Republic of Ireland. In the event that

an external agency requests data from Sleepless, Sleepless will contact you with details of such request however Sleepless will comply with any obligation enforced on it by law or otherwise.

11.1 STATUS OF PII DATA CONTROLLER AND DATA PROCESSORS

For the purposes of all services rendered by Sleepless to its Clients, the Client will be considered to be the Data Controller and Sleepless the Data Processor in relation to PII as per the definitions given by the Data Protection Commissioner and in compliance with the General Data Protection Regulations.

11.2 RIGHT TO AUDIT / RELATIONS WITH REGULATORS:

As required by applicable law or regulation, Sleepless will provide the Financial Conduct Authority (FCA) and any other relevant competent authority a direct right to examine the Online Services that have been subscribed to from Sleepless, including examination on premises and access to information, records, reports, documents and other data related to the Online Services. The Regulator will not be permitted to access third party data relating to any other Sleepless customer and you will be liable for Sleepless' reasonable additional costs associated with such examination.

12. WARRANTIES, INDEMNITY AND DISCLAIMERS:

12.1 Nothing in these terms and conditions excludes, restricts or affects your statutory rights.

12.2 The Service will be provided to you with reasonable skill and care. In this context, you specifically acknowledge and accept that the Service, as with other internet applications, is not capable of being 100% secure and Sleepless does not guarantee the prevention or detection of any unauthorised attempts to access your data through the Service, the Site and/or our other systems and services.

12.3 Sleepless also cannot be held responsible for any loss or corruption of data or any unauthorised access of such data that takes place over third party systems and services used by you to transmit the data to or retrieve the data from Sleepless. It is also entirely your responsibility to protect your computer from computer viruses, or other malicious software / "malware" by implementing adequate protections as appropriate.

12.4 Without prejudice to any other provision of this agreement, if a failure with the Site, the Software, the Service, and other content, information, material, software or other items or services made available or provided by Sleepless through the Site or the service ("Other Materials") materially or permanently prevents you from accessing or retrieving any data that you have stored through the Service, then Sleepless shall, at our option either (a) resolve the issue or (b) refund to you that proportion of the price you paid for the Service which is reasonably attributable to the data in question, taking into account its size relative to the total volume of data stored by you during the term of this agreement. To the maximum extent permitted under applicable law, such resolution or

refund is Sleepless's entire liability and your exclusive remedy relating to any such failure. Without prejudice to any other provision of this agreement, Sleepless recommends that you backup your data. Additionally, Sleepless will notify you as soon as is practicable of any development which would affect Sleepless' ability to carry out its services effectively and in compliance with applicable laws and regulatory requirements.

12.5 TO THE FULLEST EXTENT PERMITTED BY LAW, SLEEPLESS AND ANY THIRD PARTY SOFTWARE AND SERVICE SUPPLIERS, EXCLUDE ALL OTHER EXPRESS OR IMPLIED TERMS AND CONDITIONS, CONDITIONS, WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH REGARD TO THE SITE, THE SOFTWARE, THE SERVICE AND/OR OTHER MATERIALS INCLUDING WITHOUT LIMITATION THOSE AS TO SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS AND ANY WARRANTIES OR OTHER TERMS REGARDING THE AVAILABILITY, SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SOFTWARE OR SERVICE AND SUCH THIRD PARTY SOFTWARE OR SERVICES.

12.6 SLEEPLESS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM THE ILLEGAL, INCORRECT OR INAPPROPRIATE USE OF THE SITE, THE SOFTWARE, THE SERVICE AND/OR OTHER MATERIALS BY YOU OR ANYONE ELSE USING YOUR ACCOUNT.

SLEEPLESS MAY REQUIRE YOU TO REIMBURSE US FOR ANY REASONABLE AND FORESEEABLE LOSSES, COSTS, EXPENSES, DAMAGES OR OTHER LIABILITY THAT SLEEPLESS INCURS AS A DIRECT RESULT OF THE MISUSE OF THE SITE, THE SOFTWARE, THE SERVICE AND/OR ANY OTHER MATERIALS EITHER BY YOU OR BY SOMEONE USING YOUR ACCOUNT. FOR THE PURPOSE OF THIS PARAGRAPH, "MISUSE" SHALL BE CONSTRUED AS INCLUDING (I) ANY USE OF THE SITE, THE SOFTWARE, THE SERVICE AND/OR OTHER MATERIALS THAT IS IN BREACH OF THIS AGREEMENT (INCLUDING THE PRIVACY POLICY); AND/OR (II) ANY USE OF THE SITE, THE SOFTWARE, THE SERVICE AND/OR OTHER MATERIALS IN CONNECTION WITH WHICH SLEEPLESS IS REQUIRED TO DEFEND ITS OWN INTERESTS BEFORE A COURT, GOVERNMENT AGENCY, INDUSTRY REGULATOR, SELF-REGULATORY BODY OR SIMILAR MEMBERSHIP ORGANISATION, OR DISPUTE RESOLUTION BODY AND/OR INCURS ANY LOSSES, COSTS, EXPENSES, DAMAGES OR OTHER LIABILITY IN CONNECTION WITH ANY THREATENED OR ACTUAL CIVIL, CRIMINAL OR ADMINISTRATIVE PROCEEDINGS.

13. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL SLEEPLESS, OR ITS SUPPLIERS, RESELLERS, PARTNERS OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE SOFTWARE OR SERVICE, WHETHER SUCH CLAIM IS BASED

ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, (EVEN IF SLEEPLESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

WITHOUT LIMITING THE FOREGOING, SAVE IN THE CASE OF DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, OR WHERE WE HAVE ACTED FRAUDULENTLY, THE TOTAL AGGREGATE LIABILITY OF SLEEPLESS, AND ITS SUPPLIERS, RESELLERS, PARTNERS AND THEIR RESPECTIVE AFFILIATES ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT WITHIN THE TERM OF THE AGREEMENT, IF ANY, PAID BY YOU TO SLEEPLESS FOR THE SOFTWARE OR SERVICES. IF THE SOFTWARE AND SERVICES ARE PROVIDED WITHOUT CHARGE, THEN SLEEPLESS AND ITS SUPPLIERS SHALL HAVE NO LIABILITY TO YOU WHATSOEVER.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SOFTWARE OR SERVICE, FROM INABILITY TO USE THE SOFTWARE OR SERVICE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SOFTWARE OR SERVICE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). SUCH LIMITATION SHALL APPLY NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

THE SOFTWARE AND SERVICE ARE NOT INTENDED FOR USE IN CONNECTION WITH ANY NUCLEAR, AVIATION, MASS TRANSIT, OR MEDICAL APPLICATION OR ANY OTHER INHERENTLY DANGEROUS APPLICATION THAT COULD RESULT IN DEATH, PERSONAL INJURY, CATASTROPHIC DAMAGE, OR MASS DESTRUCTION, AND YOU AGREE THAT SLEEPLESS WILL HAVE NO LIABILITY OF ANY NATURE AS A RESULT OF ANY SUCH USE OF THE SOFTWARE.

14. MISCELLANEOUS PROVISIONS

14.1 You acknowledge and agree that the Software which is the subject of this Agreement, may be controlled for export purposes. You agree to comply with all United States export laws and regulations. You assume sole responsibility for any required export approval and/or licenses and all related costs and for the violation of any United States export law or regulation. If you are located in a country subject to embargo by the United States government, you are not entitled to use the Software or Service.

14.2 This agreement will be governed by and construed in accordance with the laws of the Republic of Ireland, without giving effect to any conflict of laws and provisions that would require the application of the laws of any other jurisdiction.

14.3 The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

14.4 The failure of Sleepless to exercise or enforce any right or provision of this Agreement does not constitute a waiver of such right or provision. If for any reason a

court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, the remainder of this Agreement will continue in full force and effect.

14.5 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of this Agreement will be effective only if in writing and signed by Sleepless.

14.6 All disputes arising out of this Agreement will be subject to Irish law and the parties agree and submit to the personal and exclusive jurisdiction and venue of the Irish courts, except that nothing will prohibit Sleepless from instituting an action in any court of competent jurisdiction to obtain injunctive relief or protect or enforce its intellectual property rights.

14.7 You may not assign or transfer any of your rights or obligations under this Agreement to a third party without the prior written consent of Sleepless. Sleepless may freely assign this Agreement. Any attempted assignment or transfer in violation of the foregoing will be void from the beginning.

14.8 Sleepless reserves the right to make amendments to these Terms. You will be responsible for checking for any updates to these terms as notification of amendments may not be otherwise provided. You agree to be bound by any amended Terms whether or not you have read the new Terms.

14.9 FORCE MAJEURE: Neither of us will be in violation 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.