



Nimbus® Maps Terms and Conditions

These terms and conditions together with the Order Form and the Specification Terms ("Terms") set out the basis on and subject to which the Supplier agrees to provide the Customer with access to and use of the Services.

These Terms may be amended from time to time.

You can contact the Supplier via email at success@nimbusproperty.co.uk. How to give the Supplier notice is specified in this Agreement.

1 Definitions and Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

"Agreement": the Terms as varied from time to time in accordance with clause 14.

"Agreed Renewal": an Order Form following the expiry of the Initial Term or any subsequent Renewal Period completed by the Customer and agreed by the Supplier at least 30 days prior to the expiry of the Initial Period.

"Authorised Users": those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services.

"Business Day": a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

"Commencement Date": the date stipulated on the Order Form as the date where the Services are made available by the Supplier for use by the Customer.

"Confidential Information": any information that is proprietary or confidential to either party, is labelled as such, or identified as Confidential Information in clause 11.

"Customer": the customer as defined in the Order Form.

"Customer Data": means any data, information, or materials inputted, uploaded, or otherwise provided by the Customer or its Authorised Users in connection with its use of the Services, including any data provided prior to the Commencement Date, such as that contained in the Order Form.

"Default Renewal": the renewal of the Term pursuant to clause 10.

"Deliverables": the materials, documents and outputs provided by the Supplier in their course of delivering the Services, pursuant to the Specification and where applicable, subject to the Customer Data.

"Exit Form": the form to be completed by the Customer pursuant to clause 8.5 if this Agreement is terminated.

“Fees”: the charges payable by the Customer for the Services, as specified in the Order Form, and invoiced to the User Account or through another invoicing method or platform agreed between the parties.

“Free Trial Period”: the period during which the Services are provided to the Customer at no cost, solely for the purpose of trialling the Supplier's services.

“Initial Term”: the initial term that the Customer agrees to use the Services, as specified in the Order Form.

“Intellectual Property Rights”: all patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, including algorithms, screens, interfaces, functionalities, computer code, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Order Form”: the form that sets out the Specification being purchased by the Customer and details about the Customer's billing period, Fees and the relevant subscription term.

“Specification”: the category of Services offered by the Supplier and purchased by the Customer as selected by the Customer in the Order Form.

“Specification Terms”: the additional terms corresponding to the Specification, and form part of this Agreement.

“Supplier”: means Nimbus Property Systems Limited (company number 08133761), registered in England and Wales with registered office at Innovation Centre, Warwick Technology Park, Gallows Hill, Warwick, CV34 6UW and trading as Nimbus Maps.

“Nimbus IP”: the Supplier and/or its licensors' Intellectual Property Rights in or arising from the Customer's use of the Services, including the Deliverables, the Platform, the Site, and any documents or materials that embody, reproduce, or incorporate them.

“Platform”: the various software applications that the Supplier makes available to the Customer as part of the Services including the User Account.

“Service/s”: the Specification services offered by the Supplier according to the Specification, including but not limited to, the Deliverables, the Platform applications, and any other materials or applications provided to the Customer during the Term through the User Account or any other platform agreed between the parties (and for the avoidance of doubt includes the supply of Tokens, Professional Services and any Bespoke Data services).

“Site”: the Supplier's website at <https://app.nimbusmaps.co.uk>.

“Site Fees”: the current and up-to-date fees for the Services provided on the Site.

“Term”: the duration of this Agreement being the period of time between the Commencement Date and the Termination Date.

“Termination Date”: the date of the termination of this Agreement.

“Trial Services”: the services not yet made commercially available by the Supplier on the Site, provided or offered by the Supplier to the Customer on a trial basis for the sole purpose of the Supplier’s evaluation or testing of such services for potential commercial use.

“User Account”: the Customer’s account made available on the Site where the Supplier shall deliver the Services unless agreed otherwise between the parties.

1.2 In this Agreement, any reference to:

- 1.2.1 statutory provision includes a reference to any modification or re-enactment of it from time to time.
- 1.2.2 (unless the context requires otherwise) the singular includes the plural and vice versa and the masculine includes the feminine and all other genders and vice versa.

1.3 Any words following the terms including and include or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.4 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person’s legal and personal representatives, successors or permitted assigns.

1.5 Where the “Customer” constitutes more than one legal person:

- 1.5.1 the liability of each such person shall be joint and several; and
- 1.5.2 any notice to be given to “the Customers” shall be effective if validly given to any such person and any notice to be given by or act to be undertaken by “the Customer” shall be effective if given or undertaken by any such person.

1.6 Any words following the terms including and include or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 THE SUPPLY OF SERVICES

2.1 Supplier’s obligations

- 2.1.1 The Supplier shall, during the Term, provide and make available the Services to the Customer on and subject to the Terms.

2.1.2 The Supplier shall use commercially reasonable endeavours to make the Services available to the Customer through the User Account and any other platform agreed between the parties, save as for:

2.1.2.1 planned maintenance carried out during the maintenance window of 6pm to 6am UK time;

2.1.2.2 unscheduled maintenance performed outside the maintenance window as provided in clause 2.1.2.1, subject to the Supplier's reasonable endeavours to give notice to the Customer of such maintenance taking place.

2.1.3 The Supplier shall supply the Services to the Customer in accordance with the Specification, in all material respects, and warrants that the Services will be provided:

2.1.3.1 using reasonable care and skill;

2.1.3.2 fit for purpose for which the Services are intended, save for any specific requirements of the Customer including any requirements not expressly provided by the Customer to the Supplier; and

2.1.3.3 to substantially conform with the Specification.

2.1.4 In providing the services the Supplier shall use commercially reasonable endeavours to meet any performance dates provided to the Customer, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

2.2 The Supplier reserves the right in their sole discretion to determine the provision of the Trial Services Customer including:

2.2.1 modification of the Trial Services fully or partially; and

2.2.2 discontinuing the Trial Services, temporarily or permanently.

2.3 The Supplier reserves the right to amend or remove any Services or Terms to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services including those warranties provided in clause 2.2, and the Supplier shall use reasonable endeavours to notify the Customer in such event.

2.4 Notwithstanding where expressly stated in this clause 2, the Platform and Deliverables used by the Customer in connection with the Services, including copies of title registers or title plans made available by the Supplier and any other materials made available to the Customer on its User Account, are provided and made available by the Supplier solely for the Customer's use 'as-is'.

3 CUSTOMER'S OBLIGATIONS

3.1 The Customer agrees to cooperate with the Supplier in all matters relating to the Services by ensuring that all Customer Data:

- 3.1.1 is provided in a timely manner and that such information is complete, accurate, true, and current
- 3.1.2 complies with the warranties and provisions set out under clause 6.3.

3.2 The Customer shall not access, store, distribute, or transmit any Viruses, or any material during its use of the Services (or any Derivative Services) that:

- 3.2.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, or racially or ethnically offensive;
- 3.2.2 facilitates illegal activity;
- 3.2.3 depicts sexually explicit images;
- 3.2.4 promotes unlawful violence;
- 3.2.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, or disability;
- 3.2.6 is otherwise illegal or causes damage or injury to any person or property; or
- 3.2.7 materially adversely affects the functionality of the Services, including the Platform.

3.3 Where the Customer breaches this clause 3 the Supplier reserves the right, without liability and without prejudice to its other rights and the Customer's obligation to pay the Fees, to:

- 3.3.1 disable the Customer's access to the Services and/ or require the Customer to remove any such material set out under clause 3.2; and
- 3.3.2 terminate this Agreement without notice to the Customer.

4 AUTHORISED USERS

4.1 In accessing the Services, including access to the User Account, the Customer is permitted to designate Authorised Users, subject to the following conditions:

- 4.1.1 the Customer shall ensure that only Authorised Users have access to the Services, and it acknowledges that it is responsible for the actions and/or omissions of its Authorised Users, including any other individuals who access the Services or the Supplier's Confidential Information through the User Account or any other access provided by the Customer, whether such access is due to the Customer's actions and/or omissions;
- 4.1.2 the Customer shall promptly notify the Supplier if an individual ceases to be an Authorised User and take all necessary action to ensure that such individual is prevented from accessing the Services; and
- 4.1.3 the Customer agrees that any Authorised User is subject to the Terms, including those relating to confidentiality of the Supplier's Confidential Information, and the

Supplier in its sole discretion reserves the right to terminate this Agreement in the event the terms in this clause 4.1 are breached by an Authorised User or any other individual that accesses the Services pursuant to clause 4.1.1.

5 FEES AND PAYMENT

- 5.1 The Customer shall pay the Fees in full and in cleared funds by the due date, unless otherwise agreed in writing between the parties. Details of the Fees, including invoicing and billing are set out in the Order Form and/ or the Specification Terms accordingly.
- 5.2 For the processing and payment of the Fees, the Customer agrees it shall:
 - 5.2.1 authorise the Supplier, or any third party designated by the Supplier, to process and charge all amounts payable for the Services; and
 - 5.2.2 provide the Supplier with accurate, up-to-date, and complete payment details as required by the Supplier in the Order Form and as otherwise requested by the Supplier from time to time.
- 5.3 In the event that the Customer has failed to pay the Fees within seven (7) days in accordance with this clause 5, without prejudice to any other rights and remedies available to the Supplier, the Supplier may in its sole discretion:
 - 5.3.1 disable the User Account and any other access by the Customer to all or part of the Services, and the Supplier shall not be obligated to provide any or all of such Services while the outstanding amount remains unpaid;
 - 5.3.2 apply an additional administration charge of £40 plus VAT;
 - 5.3.3 apply interest on the overdue amount, accruing daily at a rate of 3% above the base rate of Barclays Bank Plc from time to time, starting from the due date and continuing until the amount is fully paid, whether before or after judgment;
 - 5.3.4 declare all amounts to be immediately due and payable in full, without set-off or deduction; and
 - 5.3.5 terminate this agreement without notice to the Customer.

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own Nimbus IP. The Supplier and/or its licensors retain the exclusive right to exploit, use, reproduce, modify, or adapt any and all parts of the Nimbus IP. Other than to the extent provided in the Agreement, the Customer agrees that it shall not acquire and shall irrevocably and unconditionally disclaim any right, title, interest or licence in any Nimbus IP.
- 6.2 During the Term, the Supplier grants the Customer with a limited, revokable, non-exclusive,

non-transferable, non-assignable, non-commercial license to browse, access and view the Nimbus IP. The Customer shall not:

- 6.2.1 sell, reproduce, republish, display, distribute, communicate, modify, publicly perform, report or otherwise prepare derivative or second-hand works based on or use of the Services or Nimbus IP in any way for any public or commercial purposes conduct;
- 6.2.2 conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting); or
- 6.2.3 use, copy, store or modify the Deliverables or any other service output after the Termination Date.

6.3 For the Supplier's use of the Customer Data, the Customer provides the Supplier with the following warranties and rights set out in this clause 6.3 for the Term.

- 6.3.1 The Customer warrants:
 - 6.3.1.1 that the Customer data is proprietary of the Customer; or
 - 6.3.1.2 any consents and permissions necessary to share the Customer Data with the Supplier.
- 6.3.2 The Customer shall provide the Supplier with:
 - 6.3.2.1 a fully paid-up non-exclusive royalty-free licence to copy and modify the Customer Data;
 - 6.3.2.2 the right to use the Customer's name, logo or trademark to add to the Supplier's client list and Site, subject to the Customer's notice to the Supplier to opt out of this clause 6.3.2.2; and
 - 6.3.2.3 an indemnity in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation) and all interest, penalties and legal costs and all other reasonable professional costs and expenses suffered or incurred by the Supplier arising out of or in connection with any claim brought against the Supplier for actual or alleged infringement of a third party's arising out of, or in connection with the Customer's provision of Customer Data to the Supplier or in connection with the Customer's use of the Services.

6.4 Subject to clause 6.6, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than where expressly provided under this Agreement.

6.5 Each party shall take all reasonable steps to ensure that the other's Confidential Information is not disclosed or distributed by its employees or agents in violation of this Agreement.

6.6 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted

to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 6.6, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

- 6.7 The provisions 6.4, 6.5 and 6.6 in this clause 6 shall survive termination.

7 LIMITATION OF LIABILITY

- 7.1 Nothing in this clause 7 excludes the Supplier for:

- 7.1.1 death or personal injury caused by the Supplier's negligence; or
 - 7.1.2 fraud or fraudulent misrepresentation.
- 7.2 Save for where specifically provided in this Agreement, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are excluded from this Agreement.
- 7.3 The Supplier shall have no liability for any loss or damage, direct, consequential or indirect suffered by the Customer arising from or in connection with the Customer's use of the Services, where:

- 7.3.1 the Customer's use of any Deliverables, information or any other materials provided by the Supplier is construed or relied on as professional advice by the Customer; and
 - 7.3.2 the provision of Services to the Customer are on an as-is basis. The Customer is responsible for ensuring that the Services are suitable for its needs.
- 7.4 The Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, loss of savings, wasted costs, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under or in connection with the Agreement.
- 7.5 Save as provided in clause 7.6, the Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution, or otherwise, arising under or in connection with the Agreement, shall be strictly limited to the lesser sum calculated in accordance with this clause 7.5.
 - 7.5.1 Where the Services have been provided for twelve months or less at the time the claim arises:
 - 7.5.1.1 the total Fees paid or payable by the Customer up to the date of the claim; or
 - 7.5.1.2 the Fees specified in the Order Form, calculated on an annual basis;
 - 7.5.2 Where the Services have been provided for twelve months or more at the time the claim arises:

- 7.5.2.1 the total Fees paid or payable by the Customer in the twelve months immediately preceding the date of the claim; or
- 7.5.2.2 where the Site Fees have been charged under clause 10 due to Default Renewal, the Fees specified in the Order Form, calculated on an annual basis.

7.6 During the Free Trial Period, the Supplier shall not be liable to the Customer for any claims to the fullest extent permitted by applicable law. Where such exclusion of liability is unenforceable, the Supplier's total liability for the Free Trial Period is limited to £100.

7.7 Nothing in this clause 7 shall limit the Customer's payment of the Fees under this Agreement.

8 TERMINATION OF THIS AGREEMENT

- 8.1 Without prejudice to any other right or remedy available to the Supplier, the Supplier may terminate the Services with immediate effect by giving written notice to the Customer if:
 - 8.1.1 the Customer commits a breach of the Agreement and does not remedy that breach within 10 days after being notified by the Supplier;
 - 8.1.2 the Customer commits a breach of the Agreement that the Supplier deems cannot reasonably be remedied by the Customer;
 - 8.1.3 the Customer fails to pay the Fees or any other amount due under the Agreement within 7 days of the due date for payment;
 - 8.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding-up of the Customer's business, other than for the sole purpose of a scheme for a solvent amalgamation or the solvent reconstruction of the Customer's business;
 - 8.1.5 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given, or if an administrator is appointed;
 - 8.1.6 the holder of a qualifying floating charge over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver;
 - 8.1.7 a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;
 - 8.1.8 creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer's assets and such attachment or process is not discharged within 14 days;

- 8.1.9 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which the Customer is subject that has an effect equivalent or similar to any of the events mentioned in clauses 8.1.4 to 8.1.8; or
- 8.1.10 the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

8.2 The Customer may terminate this Agreement before the Termination Date or the expiry of the Initial Term, provided the Customer complies with its obligations on termination as set out in this clause 8, and the following conditions are satisfied;

- 8.2.1 the Customer provides the Supplier with 30 days' written notice stating its intention to terminate the Agreement;
- 8.2.2 the Customer complies with its obligations on termination as set out in this clause 8
- 8.2.3 the Customer promptly pays all unpaid Fees due for the balance of the Initial Term or, where the Agreement has continued pursuant to an Agreed Renewal or Default Renewal; and
- 8.2.4 the Customer agrees and acknowledges that they are not entitled to any refunds of the Fees.

8.3 On termination, however arising, the Supplier reserves the right on or after the Termination Date to permanently or temporarily remove:

- 8.3.1 information provided by the Customer, including any Customer Data or any such other data provided by the Customer in connection with the Services;
- 8.3.2 any Authorised User and User Account; and
- 8.3.3 the Customer's access to the Services.

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9.1 The Customer agrees that on the Termination Date:

- 9.1.1 all rights granted to the Customer pursuant to clause 6.2 shall immediately terminate and the Customer shall immediately cease all use of the Services;
- 9.1.2 any Nimbus IP belongs and shall remain with the Supplier and/ or its licensors pursuant to clause 6.1; and
- 9.1.3 the Customer shall delete and/or destroy all Deliverables and any other service outputs (including any copies or adaptations of the same) in the Customer's possession and/or control.

9.2 The Customer shall provide the Supplier with a complete Exit Form, signed by the Customer, within 10 business days from the Termination Date and where an Exit Form is not provided in accordance with this clause 8.5 the Customer agrees that its acceptance of this Agreement will be deemed as confirmation by the Customer of its acceptance of the terms in clause 8.4 have been complied with.

9.3 Any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination, shall not be affected or prejudiced.

10 FREE TRIAL PERIOD

10.1 This clause 9 applies solely to the use of the Services during any Free Trial Period and takes precedence over other clauses in these Terms in the event of a conflict.

10.2 Following the expiry of the Free Trial Period, the Supplier reserves the right to:

10.2.1 charge the Site Fees where the Customer continues to use the Services or an Agreed Renewal providing the applicable Fees is not entered into by the parties; or

10.2.2 terminate access to the Services and delete any information or Customer Data where the Customer does not enter into an Agreed Renewal or Default Renewal.

10.3 Following the expiry of the Free Trial Period where the Customer does not enter into an Agreed Renewal or Default Renewal, the Customer shall comply with the termination provisions provided under clause 8.4.

11 DEFAULT RENEWAL

11.1 Where the parties have not commenced an Agreed Renewal, including where the Customer fails to serve 30 days' notice to the Supplier providing the reason for termination in accordance with clause 20, the Supplier reserves the right to charge the Customer according to the Site Fees:

11.1.1 charge by way of direct debit; or

11.1.2 the Customer's last payment method where clause 10.1.1 is not provided by the Customer.

11.2 The Services shall be automatically renewed for one year and charged in accordance with clause 10.1 where there has not been an Agreed Renewal.

12 CONFIDENTIALITY

12.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

12.1.1 is or becomes publicly known other than through any act or omission of the receiving party;

12.1.2 was in the other party's lawful possession before the disclosure;

12.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

12.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence.

13 FORCE MAJEURE

The Supplier shall not be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this agreement by giving 14 days written notice to the affected party.

14 CONFLICT

Where the terms of this contract are inconsistent with the terms of the Order Form or the Specific Terms, the terms of the Order Form and the Specific Terms shall prevail.

15 VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the parties.

16 DISPUTE RESOLUTION

In the event of any dispute arising out of or in connection with this Agreement, the parties agree to cooperate in good faith to resolve the dispute informally. If the dispute cannot be resolved informally, either party may propose in writing that the matter be referred to a fully accredited mediator for assisted negotiation prior to the commencement of any litigation proceedings.

17 RIGHTS AND REMEDIES

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

18 ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19 WAIVER

A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

20 SEVERANCE

If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable,

it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Agreement deleted under this clause 19 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21 NOTICES

- 21.1 Any notice given to a party under or in connection with the Agreement shall be in writing and shall be delivered sent by email to the address specified in this Agreement.
- 21.2 Any notice shall be deemed to have been received at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 20.2, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 21.3 This clause 20 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

22 THIRD PARTY RIGHTS

Unless expressly stated otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

23 GOVERNING LAW

The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

24 JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

ANNEX A

- (A) This Annex A relates only to a Subscriber that has agreed to engage in the Data Exchange Service (as defined below). This Annex A forms part of the main terms set out above. In the event of conflict between this Annex A and the main terms then Annex A will prevail to the extent of the conflict.
- (B) Definitions in this Annex A will have the same meaning as set out in the main terms unless expressly varied below.
- (C) Nimbus has agreed to allow the Subscriber to access Exchange Materials (as defined below) in return for the Subscriber providing Subscriber Content.
- (D) The Subscriber acknowledges and accepts that it is a precondition of the Data Exchange Service that the Subscriber is and remains a Subscriber of the Platform.

1. DEFINITIONS

In this agreement, the following words have their corresponding meaning:

CONTRIBUTORS: means a third-party subscriber other than the Subscriber who has agreed to supply Exchange Data to Nimbus for use as part of the Data Exchange Services.

DATA EXCHANGE SERVICES: the data fields that the Subscriber has agreed to provide to Nimbus from time to time.

EXCHANGE DATA: the data made available by Nimbus to the Subscriber in return for it providing the Subscriber Data.

FAIR USE POLICY: the qualitative and quantitative fair use policy issued by Nimbus from time to time detailing the contribution requirements of a Subscriber in respect of Subscriber Data in return for the right to access the Exchange Data.

MINIMUM CONTRIBUTION: the minimum level of Subscriber Data that the Subscriber has agreed to upload to the Data Exchange Services as agreed between the parties or (if nothing agreed) as set out in the Fair Use Policy.

SUBSCRIBER DATA: the data to be supplied by the Subscriber in return for access to the Exchange Data.

2. DATA CONTRIBUTION AND ACCESS

- 2.1 The Subscriber agrees to provide Subscriber Data to Nimbus, which will be integrated into the collective dataset and shared among Contributors. The Subscriber shall take reasonable efforts to ensure the accuracy and completeness of all Comparable Data and will notify Nimbus promptly on becoming aware of any error or omission.
- 2.2 The Subscriber acknowledges and agrees that:
 - a. its access to the Exchange Data is predicated on it providing the Subscriber Data and complying with the Fair Use Policy;
 - b. it is reasonable for ensuring the accuracy and completeness of all Subscriber Data;
 - c. Nimbus do not give any warranty or assurance as to the accuracy and completeness of the Exchange Data;

- d. it is the Subscriber's responsibility to ensure that it has all necessary equipment, software and systems necessary to access and use the Data Exchange Services and the Exchange Data;
- e. unless otherwise agreed, the Subscriber's access to Exchange Data will be limited to the data sets that the Subscriber provides as part of the Subscriber Data;
- f. Nimbus reserves the right to amend the Subscriber's access to Exchange Data at any time if it believes that the Subscriber Data does not meet the minimum datasets and submissions agreed with the Subscriber;
- g. it will comply with any requirements set out by Nimbus in respect of the method, size, format and type that any Subscriber Data its submits must adhere to;
- h. it is responsible for ensuring that all Subscriber Data complies with applicable laws including the Data Protection Act 2018. The Subscriber shall indemnify Nimbus against all losses, damages, costs and expenses incurred from it failing to comply with this clause.

3. CONFIDENTIALITY

- 3.1 Both parties agree to maintain the confidentiality of proprietary or sensitive information received under this Agreement.
- 3.2 This obligation does not apply to publicly available information or that which is obtained lawfully from a third party.

4. TERM, TERMINATION AND SUSPENSION

- 4.1 This Agreement shall commence upon signing and continue for an initial term of twelve (12) months (**Initial Term**). Thereafter, it will automatically renew for successive periods of twelve (12) months unless terminated in accordance with Clause 4.2.
- 4.2 The Subscriber may terminate this Agreement at any time by providing Nimbus with three (3) months' written notice following the expiry of the Initial Term.
- 4.3 Nimbus may terminate the Agreement:
 - (a) if the Subscriber fails to meet the agreed data contribution requirements including the Fair Use Policy;
 - (b) at any time on 1 months' notice.
- 4.4 Nimbus reserves the right to terminate or suspend the Subscriber's access to the Exchange Data at any time if:
 - (a) it has reason to believe that the Subscriber is breaching any of the terms of this Annex A;
 - (b) the Subscriber fails to meet its minimum contribution requirements including the Fair Use Policy.

5. INTELLECTUAL PROPERTY

- 5.1 Ownership of the Subscriber Data shall remain with the Subscriber. The Subscriber grants Nimbus a non-exclusive, perpetual, transferable, royalty free license to use, display and distribute the Subscriber Data for use by Nimbus and other Contributors. The Subscriber acknowledges and accepts that the Subscriber Data will be used and reclassified as Exchange Data, and it hereby grants Nimbus the right to sublincense such Exchange Data to third parties including Contributors.

- 5.2 The Subscriber consents for Nimbus to advertise that it has joined Nimbus's Data Exchange Services. This includes the use of the Subscriber's logo alongside the Nimbus logo on LinkedIn posts and by way of press release, such release not to be issued without the Subscriber's prior written consent (not to be unreasonably withheld or delayed).
- 5.3 The Subscriber acknowledges and agrees that it will:
 - a. not remove, restrict or obscure any copyright, disclaimer or notice on any Exchange Data;
 - b. only add copyright, disclaimer or other notices to the Subscriber Data with the consent of Nimbus;
 - c. not access, copy or otherwise use the Exchange Data other than as expressly authorised in this Annex A and in accordance with any restrictions set out in the Fair Use Policy.

ANNEX B

1. Definitions

1.1 This Annex B relates to a Subscriber who purchases Tokens via the Platform.

1.2 The following additional definitions shall apply for in respect of any Tokens:

“**Tokens**” means digital credits purchased by the Customer that can be redeemed to access or consume specific Services, features, or usage units as described on the Platform.

“**Token Term**” means the validity period of Tokens, as specified in clause 5.

2. Subscription

2.1 The Customer must maintain an active Subscription to access and use the Services and to purchase or redeem Tokens.

2.2 Subscription fees are payable in advance for the relevant Subscription period and are non-refundable except as expressly stated in these Terms.

3. Token Purchases

3.1 The Customer may purchase Tokens at the then-current prices published by the Supplier.

3.2 Token purchases are final and non-refundable. Tokens do not represent money, monetary value, or electronic money and have no cash value. They cannot be exchanged or redeemed for cash or credit.

4. Token Use

4.1 Tokens may be redeemed by the Customer to access or consume designated Services.

4.2 Details of the number of Tokens required per Service or feature will be set out on the Platform and may be updated from time to time.

4.3 The Supplier makes no guarantee that the Services or features available for purchase with Tokens will remain unchanged. The Supplier may add, remove, or update available features at any time.

5. Token Expiry

5.1 Tokens are subject to expiry and must be used within 12 months from the date of purchase.

5.2 Tokens not used within the Token Term will automatically expire and will have no value. The Customer is not entitled to a refund, credit, or compensation for any expired Tokens.

5.3 The Supplier may, at its sole discretion, offer limited-time promotions or variable Token expiry periods; any such variations will be communicated at the point of purchase.

6. Subscription Status and Token Validity

6.1 Tokens are only valid while the Customer maintains an active Subscription.

6.2 If the Customer cancels, fails to renew, or otherwise ceases to hold an active Subscription:

(a) any unused Tokens will immediately and permanently become invalid;

(b) the Customer will not be entitled to any refund, credit, or compensation for unused or invalidated Tokens; and

(c) the Customer will lose access to the Services and any features requiring Token redemption.

6.3 If the Subscription is suspended due to non-payment, breach of these Terms, or other reasons, Tokens will also be suspended and may be invalidated if the Subscription is not reinstated within the Supplier’s grace period (if any).

7. Changes to Token Structure or Pricing

- 7.1 The Supplier may modify its Token pricing, Token requirements per Service, or Token structure at any time.
- 7.2 Any changes will apply prospectively and will not affect Tokens already purchased, except that expiry and invalidation rules in clauses 5 and 6 will continue to apply.