

# HOSTING SERVICES AGREEMENT

This Hosting Services Agreement (HSA) is established between Eleqtus (referred to as the "Company") and the Client. The core objective of this HSA is to clearly articulate the terms and conditions under which the Company provides Hosting Services to the Client. Within the context of this agreement, "Hosting Services" specifically refer to the hosting, maintenance, and related support services exclusively for the Client's Application, distinct from any Professional Services. This agreement is designed to guarantee the effective delivery of Hosting Services, outlining both the Company's and the Client's responsibilities and obligations, ensuring transparency and clarity in service provision. It plays a pivotal role in addressing data protection and security measures, aligning with the relevant regulations and standards to maintain the integrity and reliability of the Hosting Services offered.

## 1. Definitions

1.1 The following definitions apply to this HSA, with all other specific terms used herein having their meanings ascribed to them in the Company's Standard Terms and Conditions:

- "Application" represents the Company's product(s) specified in an Order Agreement, as defined in the Standard Terms and Conditions.
- "Availability" means the time, expressed as a percentage of the total period of elapsed time, during which the Application is available to the Client via the Platform, such that the Client can detect and access the Application. This excludes scheduled downtime for maintenance, interruptions, or service failure caused by connectivity services provided to the Client by a third party and interruptions or failure caused by the Client, its employees, agents, or sub-contractors.
- "Azure Virtual Machines (Azure VMs)" refers to scalable, on-demand computing resources provided by Microsoft Azure's Infrastructure as a Service offering, allowing users to deploy and manage virtualized Windows servers in the cloud, offering flexibility, scalability, and control over computing resources without the need to invest in physical hardware, capable of running a wide range of applications and workloads while providing computational power, storage, and networking capabilities as required by the user.
- "Client" signifies the legal entity as defined in the Standard Terms and Conditions.
- "Company" designates the entity as defined in the Standard Terms and Conditions.
- "Data Controller" means a natural or legal person, public authority, agency, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
- "Data Processor" means a natural or legal person, public authority, agency, or any other body who processes Personal Data on behalf of the Data Controller.
- "Data Subject" means an identified or identifiable natural person.
- "Fees" encompass License Fees, Support Fees, Hosting Fees, and other applicable Fees as specified in the Order Agreement.
- "Hosting Fees" signify the Fees payable by the Client for Hosting Services, as detailed in this Agreement.
- "Hosting Partner" means the entity supplying the hosting services to the Company as specified by the Company from time to time.
- "Hosting Period" means the period for which the Company will provide the Hosting Services as set out in the applicable Order.

- "Hosting Services" refers to the suite of services specifically related to hosting the Client's Application, provided by the Company. This includes provisioning and managing hosting infrastructure with Azure VMs, configuring servers and networks, implementing data storage and backup solutions, ensuring scalability and load balancing, providing security and access controls, conducting monitoring and performance optimization, and offering troubleshooting and issue resolution. The services also cover regular system updates, maintenance, and disaster recovery planning and execution. These services are designed to ensure the Application's seamless and secure operation in the hosting environment, in accordance with the HSA's terms and conditions.
- "Maintenance Releases" indicates an Application release addressing faults, adding functionality, or amending/upgrading the Application without constituting a New Release.
- "New Releases" signifies a latest version of the Application officially released by the Company that significantly differs from previous versions.
- "Order Agreement" refers to a document specifying the relevant Application, License Fee, Hosting Services, Support Services, and associated Fees.
- "Permitted User" designates an individual authorized by the Client to access and use the Application, including employees, authorized users, consultants, and agents providing services to the Client.
- "Personal Data" means any information relating to a Data Subject transferred to and processed by the Company on behalf of the Client.
- "Platform" signifies the hosting environment for the Application provided by the Company, which is built upon Microsoft Azure cloud services. The Client acknowledges that the Hosting Services are hosted on the Microsoft Azure platform and agrees to comply with any additional terms and conditions imposed by Microsoft Azure as they relate to the use of their services.
- "Professional Services" refers to consultancy services provided by the Company's consultants, which are not included under Hosting Services. These services are governed by a separate Professional Services Agreement and are subject to additional fees."
- "Services" refers to the array of Hosting Services provided by the Company, encompassing all activities and support necessary to maintain and manage the Client's Application within the hosting environment. This includes infrastructure provisioning, server setup, network configuration, data handling, system security, and continuous monitoring, all aimed at ensuring optimal performance, reliability, and security of the hosted Application as per the agreement's stipulations.
- "Support Fees" refer to the Fees payable by the Client for Support Services, as specified in the relevant Order Agreement.
- "Support Services" encompass the standard services provided by the Company to support the Application, as detailed in this Agreement.

## 2. Service Provision

2.1 The provision of Hosting Services, as explicitly defined in this HSA, is dependent on the execution of an Order Agreement between the Company and the Client. This Order Agreement will detail the specific scope, terms, and associated fees for the Hosting Services to be provided.

2.2 The Client acknowledges that the Hosting Services to be provided by the Company are governed by the terms outlined in this HSA and the Company's Standard Terms and Conditions. By executing an Order Agreement specifically for Hosting Services, the Client consents to adhere to these terms and conditions.

2.3 The Company and the Client will collaborate to formulate an Order Agreement that distinctly defines the Hosting Services to be delivered, including the associated fees and relevant terms. This document will establish the contractual relationship concerning the Hosting Services.

2.4 Any changes or modifications to the scope or terms of the Hosting Services must be captured in written amendments to the Order Agreement. Both parties must agree to these amendments, which will then become part of the original Order Agreement, maintaining clarity and mutual understanding.

2.5 Prior to entering into an Order Agreement, the Client is responsible for thoroughly reviewing the terms outlined in this HSA and the Standard Terms and Conditions. The Client is encouraged to seek legal advice to fully understand the commitments and rights associated with the provision of Hosting Services.

2.6 Should there be any inconsistency or conflict between the Order Agreement's terms and those of this HSA or the Standard Terms and Conditions, the Order Agreement's terms will take precedence regarding the Hosting Services. However, the broader terms of the HSA and Standard Terms and Conditions remain applicable where they do not conflict with the Order Agreement.

2.7 Upon the Client's execution and return of the Order Agreement, and once any initial conditions or payments stipulated in the Order Agreement are met, the Company will commence the provision of the Hosting Services as agreed.

### **3. Hosting Services**

3.1 The Company is dedicated to delivering the Hosting Services as defined in the Order Agreement, which includes managing and maintaining the Client's application on Azure VMs. The scope, duration, service level agreements (SLAs), and additional relevant terms of these Hosting Services are detailed within this Agreement. The initiation and continuity of Hosting Services are contingent upon the Client's prompt payment of the specified Hosting Fees.

3.2 Hosting Services commence only upon the Client's explicit request and documentation in an Order Agreement. The Company does not initiate Hosting Services automatically without such a formal request from the Client.

3.3 The Hosting Services provided under this Agreement specifically pertain to the management and upkeep of the Client's application via Azure VMs. This scope includes server and network configuration, data storage and backup solutions, security protocols, among other associated services, all of which are detailed in the Order Agreement and this HSA.

3.4 It is critical to acknowledge that Hosting Services detailed in this Agreement do not include Professional Services, such as consultancy. Should there be a need for consultancy or any Professional Services outside the scope of Hosting Services, a separate Professional Services Agreement must be established, subject to additional fees.

3.5 Any consultancy work or Professional Services provided by the Company's consultants that do not fall under the definition of Hosting Services will be governed by a distinct Professional Services Agreement. The billing for these services will be executed separately according to the terms outlined in the respective agreement.

### **4. Responsibilities**

4.1 The Company shall diligently provide the Hosting Services to the Client as explicitly requested and specified in the mutually agreed upon Order Agreement. The scope, duration, and specifics of these Hosting Services, including service level agreements, system availability, and any additional terms or obligations, are meticulously detailed within this Agreement.

4.2 Hosting Services shall commence upon the Company's receipt of the duly executed and signed Order Agreement from the Client, along with the fulfillment of any initial payment or other conditions expressly stipulated in the Order Agreement. The Company shall promptly acknowledge the commencement of Hosting Services and shall provide the Client with relevant access credentials and instructions for availing themselves of the Hosting Services.

4.3 The Company will implement and maintain industry-standard security measures to protect the hosted data from unauthorized access, alteration, or destruction.

4.4 Regular backups of hosted data will be performed by the Company to prevent data loss. The frequency and scope of backups will align with best practices in the industry.

4.5 The Company shall conduct routine maintenance and updates to ensure the reliability and security of the Hosting Services. Clients will be notified of any significant maintenance activities that may impact service availability.

4.6 Unless the Client enters into a separate support agreement with the Company, the support provided within the Hosting Services is confined to the following:

- Aiding with basic troubleshooting that pertains directly to the hosting infrastructure and the Hosting Services.
- Responding to and resolving service outages in accordance with the response times stipulated in this Agreement.
- Communicating with the Client about any upcoming maintenance, potential service issues, or updates that could affect the Hosting Services.

4.7 For Clients who need a more comprehensive level of support, the Company offers Extended Support Services, which are available through a separate Support Services Agreement. These Extended Support Services encompass:

- Advanced troubleshooting that goes beyond the standard support scope.
- Access to dedicated Client support, ensuring more personalized assistance.
- Customized solutions are designed to meet the unique requirements of the Client, ensuring their Hosting Services are optimized to their specific needs.

4.8 The Company reserves the right to revise these Service Levels. Any such revisions will be communicated to the Client in advance.

4.9 The Company's responsibilities under this Agreement are confined to the provision of Hosting Services. Any requirement for consultancy or Professional Services that falls outside the scope of Hosting Services will necessitate a separate Professional Services Agreement.

## 5. Client Responsibilities

5.1 The Client is responsible for maintaining a continuous and reliable internet connection with sufficient speed and quality to ensure uninterrupted access to the Application via the Platform. The Client's commitment to maintaining this connectivity is crucial, as the Company is not responsible for issues arising from the Client's internet connection, internet browsers, or anti-virus software.

5.2 The Client and its Permitted Users must use the Platform in compliance with all applicable laws, regulations, governmental orders, and decrees. Specifically, the Client and its Permitted Users are prohibited from:

- Engaging in any illegal activities using the Platform, including, but not limited to sending spam, unsolicited or duplicative messages, or distributing malware.
- Using the Platform to store or transmit content that violates intellectual property rights is obscene, threatening, libelous, unlawful, tortious, harmful to minors, or infringes on privacy.
- Disrupting, compromising, or interfering with the integrity, security, or performance of the Platform and its data.
- Attempting unauthorized access to the Platform, its related systems, or networks.

5.3 The Client must ensure that its Permitted Users adhere to the acceptable use guidelines outlined above. The Company may take necessary actions, including suspension or termination of Hosting Services, if these guidelines are violated.

5.4 Should there be any investigations due to violations of the acceptable use provisions, the Client is required to fully cooperate with the Company, providing all necessary information and access needed to conduct the inquiry effectively.

## 6. Azure VM Access

### 6.1 Grant of Access

6.1.1 The Provider grants the Client limited, non-exclusive, non-transferable access to Azure VMs, exclusively for hosting the Client's application as outlined in this agreement.

6.1.2 Access is provided to designated users from the Client's organization, under these conditions:

6.1.3 The Client must submit a list of users requiring access, with their roles and justifications, for the Company's approval.

6.1.4 Approved users will receive unique Microsoft Entra ID accounts, ensuring traceability and accountability.

6.1.5 User accounts will have access rights tailored to their roles and necessary tasks, as mutually agreed.

6.1.6 Users must acknowledge and accept the access terms by signing this Agreement or a related document.

6.1.7 The Client is obliged to inform the Company of any user access list changes in a timely manner.

### 6.2 Scope of Access

6.2.1 Client access to Azure VMs is configured to allow only approved tasks, as detailed in this agreement.

6.2.2 A specific account within Microsoft Entra ID will be set up for the Client, granting permissions aligned with this agreement's objectives.

6.2.3 Client accounts will have roles within Azure RBAC, limiting capabilities to those essential for agreed tasks, subject to regular audits.

6.2.4 VM access is restricted to certain Client-provided IP addresses, enhancing security.

6.2.5 All Client activities within the VM are logged for continuous monitoring and compliance assurance.

6.2.6 Access duration is predefined as per agreement specifications.

### 6.3 Terms of Access

6.3.1 The Client commits to using Azure VM access responsibly, adhering to applicable laws and the Provider's policies.

6.3.2 Clients must comply with established security protocols, including multi-factor authentication and secure password practices.

6.3.3 The Client is responsible for the training and awareness of its users regarding access terms and security practices.

6.3.4 The Provider may alter or revoke access if necessary for security reasons or if the Client breaches terms.

6.3.5 The Client agrees to notify the Provider about significant intended access changes for approval.

### 6.4 Security and Compliance

- 6.4.1 The Client must ensure secure access, following all mandated protocols.
- 6.4.2 Secure access methods like VPNs are required, with all data transmissions encrypted.
- 6.4.3 Users must authenticate their identity using approved methods, ensuring data protection.
- 6.4.4 The Client agrees to adhere to relevant data privacy laws.
- 6.4.5 Immediate reporting of any security incidents to the Company is mandatory.
- 6.4.6 Clients are responsible for updating any associated software with the latest security patches.
- 6.4.7 Cooperation with the Company's security audits is required to verify compliance.
- 6.4.8 Clients must ensure their users are well-informed about security and compliance practices.
- 6.4.9 The Client is accountable for all user actions within the VM.
- 6.4.10 Prompt reporting of security concerns or unauthorized access incidents is essential.

## 6.5 Use Restrictions

- 6.5.1 The Client must use Azure VM access solely for agreed purposes.
- 6.5.2 Unauthorized copying, distribution, or disclosure of information or software obtained via this access is prohibited.

## 7. Service Level Agreement (SLA)

### 7.1 Platform Availability Guarantee

- 7.1.1 The Company commits to delivering high-quality Hosting Services, guaranteeing a minimum Platform availability of 95% within a 30-day period, not including scheduled maintenance.
- 7.1.2 The Company assures that the Hosting Services will adhere to or surpass industry benchmarks for optimal performance.

### 7.2 Response Times

- 7.2.1 To ensure timely service delivery and address service-related issues effectively, the Company adheres to the following industry-standard response times:
- 7.2.2 Incident and service request acknowledgments will occur within 12 hours during standard business hours, consistent with industry best practices for Azure hosting.
- 7.2.3 The Company endeavors to resolve incidents and service requests within 24 hours post-acknowledgment, depending on the issue's severity, aligning with industry norms for Azure hosting response times.

### 7.3 Service Interruptions and Recovery Procedures

- 7.3.1 The Company has protocols in place to minimize downtime and restore services swiftly in the event of service interruptions:
- 7.3.2 Clients will be informed promptly about any scheduled or unscheduled maintenance, including details on duration and service impact, following industry communication standards for Azure hosting.

7.3.3 During emergencies affecting service availability, the Company is prepared to undertake necessary maintenance to mitigate risks and resume services quickly, adhering to established Azure hosting emergency procedures.

7.3.4 Efforts to lessen service interruption impacts, reduce downtime, and avoid future occurrences will be undertaken, following best practices in Azure hosting.

7.3.5 Throughout any service disruption, the Company will keep the Client informed with regular updates on resolution progress, maintaining transparency as per industry communication standards.

7.3.6 This Agreement details comprehensive backup and disaster recovery strategies to maintain data integrity and ensure swift service restoration, in line with Azure hosting industry standards.

## **8. Data Protection, Infrastructure, and Analytics**

### **8.1 Data Protection**

8.1.1 The Company places an elevated level of importance on its responsibilities related to Personal Data and typically does not access the Personal Data of the Client or any Data Subjects unless required to resolve a fault. In such cases, the Company will access only the relevant data fields.

8.1.2 The Client provides consent to the Company for using, processing, transmitting, and subcontracting the processing of Personal Data during the Hosting Period, including any post-termination period during which the Company grants access to Personal Data, as specified in this clause.

#### **8.1.3 Roles and Responsibilities**

8.1.3.1 The Client holds the position of Data Controller for Personal Data and designates the Company as its Data Processor to facilitate the provision of Hosting Services.

8.1.3.2 The Company shall process Personal Data solely to the extent required to provide Hosting Services and in accordance with the written instructions of the Client, unless compelled by law to process the Personal Data differently.

8.1.3.3 The Company will implement technical and organizational measures, as outlined in its Privacy and Security Policy, to maintain a level of security commensurate with the risks associated with Personal Data processing.

8.1.3.4 The Company ensures that any personnel or authorized individuals involved in Personal Data processing are subject to appropriate confidentiality obligations.

8.1.3.5 The Company will make reasonable efforts to assist the Client in responding to requests for information from Data Subjects or regulatory authorities, considering the nature of the processing and available information.

8.1.3.6 The Company shall follow the procedures specified in the Privacy and Security Policy to address any Personal Data breaches.

8.1.3.7 Procedures for handling Personal Data upon termination or expiry of the Hosting Period are defined in the terms governing data handling and termination.

8.1.4 The Company may, at its discretion, update its Privacy and Security Policy, detailing its approach to Personal Data and security, without significantly reducing the protection afforded to the Client's Personal Data. Any significant amendments to this policy will be promptly communicated to the Client. The provisions in this section, along with the Privacy and Security Policy, define the technical and organizational measures implemented by the Company to safeguard Personal Data against unauthorized processing, accidental loss, destruction, or damage.

8.1.5 The Company refuses responsibility for the actions or inactions of the Client, its Affiliates, Permitted Users, agents, contractors, or any third party, except for actions performed by the Company and its subcontractors.

8.1.6 The Company may transfer Personal Data outside the Client's country as required to provide Hosting Services unless otherwise agreed. In cases where statutory data protection in the destination country is insufficient, the Company will implement contractual safeguards, such as EU model clauses, as mandated by applicable data protection law, to ensure Personal Data protection.

8.1.7 The Company may engage Third-Party Service Providers to process Personal Data, including the Hosting Partner. The Company will ensure these providers process Personal Data exclusively on behalf of the Client, adhering to terms like those agreed upon with the Company, and employing adequate measures to protect Personal Data.

8.1.8 In the event of a Security Incident involving unlawful access to Personal Data stored on the Platform, the Company shall:

8.1.8.1 Promptly notify the Client of the Security Incident.

8.1.8.2 Investigate the Security Incident and provide detailed information to the Client.

8.1.8.3 Take reasonable steps to mitigate the effects and minimize damage resulting from the Security Incident.

## 8.2 Infrastructure and Server Monitoring

8.2.1 The Company hosts the Application within the Microsoft Azure infrastructure situated in the Western Europe Data Centre. Hosting services are conducted using a Microsoft Azure subscription with a production-level Service Level Agreement (SLA) provided by Microsoft.

8.2.2 The uptime of the Company's infrastructure aligns with Microsoft's uptime guarantee for the specific Azure services used. Monitoring procedures are implemented to ensure the continuous operation of the Platform.

8.2.3 The availability of support for the Platform is dependent on the support provided to the Company by our Hosting Partner.

## 8.3 Analytics

8.3.1 The Company may engage in the analysis of statistics and other information related to the performance, operation, and use of the Platform, as well as support data, in aggregated form. Such analysis serves security and operations management purposes and statistical analysis to enhance the solutions offered by the Company.

## 9. Maintenance Releases and New Versions

### 9.1 Maintenance Releases and New Versions

9.1.1 The Company is solely responsible for providing Maintenance Releases and New Versions of the Application to ensure its continued functionality and security.

9.1.2 Maintenance Releases address faults, add functionality, or make amendments or upgrades to the Application without constituting a New Version.

9.1.3 New Versions signify major updates or entirely New Releases of the Application, significantly differing from previous versions.



9.1.4 The Client acknowledges that Maintenance Releases and New Versions may be subject to additional Fees, which will be communicated and agreed upon in advance through a separate agreement or amendment to the existing agreement.

## 10. Azure Services and Related Conditions

### 10.1 Azure Services Utilized

10.1.1 The Hosting Services provided by the Company make use of the following Azure services:

- Azure Backup
- Azure Monitor
- Service Bus
- Azure Site Recovery
- Storage Accounts
- Virtual Machines
- Azure DNS
- Log Analytics

### 10.2 Compliance with Microsoft SLA

10.2.1 The Company guarantees compliance with the Service Level Agreement (SLA) for Microsoft Online Services, which governs the performance and availability of the Azure services utilized in the provision of Hosting Services.

10.2.2 The Company ensures that the Azure services listed above meet the uptime and performance standards stipulated in the Microsoft SLA.

10.2.3 Any deviations or non-compliance with the Microsoft SLA will be promptly addressed and remediated by the Company to ensure uninterrupted Hosting Services for the Client.

10.2.4 The Client acknowledges that the Company's adherence to the Microsoft SLA is contingent upon factors beyond its control, such as network outages or maintenance activities conducted by Microsoft. However, the Company will make all reasonable efforts to mitigate the impact of such events on the provision of Hosting Services.

## 11. Confidentiality

### 11.1 Confidential Information

11.1.1 The Company shall maintain in strict confidence all confidential information, including, but not limited to technical or commercial expertise, specifications, inventions, processes, or initiatives, disclosed by the Client, its employees, agents, or subcontractors, in connection with the provision of Hosting Services under this Agreement.

11.1.2 The Company agrees to restrict disclosure of such confidential information to its employees, agents, or subcontractors who need to know it for the purpose of fulfilling the Company's obligations under this Agreement. The Company shall ensure that such personnel are bound by confidentiality obligations consistent with those set forth in this Agreement.

11.1.3 This confidentiality obligation shall survive the termination of this Agreement.

### 11.2 Confidential Information of the Company and the Client

11.2.1 The Client acknowledges that details of the Platform and the results of any performance tests constitute the confidential information of the Company.

11.2.2 The Company acknowledges that the Client Data is confidential information of the Client.

### 11.3 Ownership and Responsibility

11.3.1 The Client shall retain all rights, title, and interest in and to the Client Data and shall bear sole responsibility for its legality, reliability, integrity, accuracy, and quality.

### 11.4 Data Archiving and Loss

11.4.1 The Company shall adhere to its archiving procedures for Client Data as outlined in its backup policy.

11.4.2 In the event of any loss or damage to Client Data, the Client's sole remedy against the Company shall be for the Company to make reasonable commercial efforts to restore the lost or damaged Client Data from the latest backup maintained by the Company.

11.4.3 The Company shall not be liable for any loss, destruction, alteration, or disclosure of Client Data caused by third parties, except those subcontracted by the Company for data maintenance and backup services, or by the Client or its personnel.

### 11.5 Non-Disclosure Obligations

11.5.1 The Company and the Client agree not to disclose each other's confidential information to any third party, except as permitted by this Agreement.

11.5.2 This obligation shall remain in effect during the term of this Agreement and for a period of five years after its termination.

### 11.6 Permitted Disclosure

11.6.1 Confidential information may be disclosed by either party to its employees, officers, representatives, subcontractors, or advisers who need to know such information for the purpose of performing obligations under this Agreement. The disclosing party shall ensure that such individuals comply with the confidentiality obligations herein.

11.6.2 Confidential information may also be disclosed if required by law, court order, or governmental or regulatory authority.

### 11.7 Limitation on Use

11.7.1 Neither the Company nor the Client shall use the other party's confidential information for any purpose other than to fulfill its obligations under this Agreement.

## 12. Charges and Renewals

12.1 At the commencement of each contract term, the Client will be invoiced for the full term. Payment is due in advance, conforming to the financial terms specified in the Order Agreement, which outlines the payment conditions, rates, and any additional fees associated with the Hosting Services.

12.2 Hosting Services are invoiced separately from any license fees or other services the Client may engage in. The Order Agreement specifies the detailed financial terms for Hosting Services, including payment conditions and rates.

12.3 The Agreement will automatically renew for additional terms unless terminated by either party providing at least 90 days written notice before the end of the current term. In the event of termination or cancellation, the Client is obligated to pay any due amounts or fulfill any financial obligations accrued until the effective date of termination or cancellation.

12.4 Fees associated with Professional Services are not included in this Agreement. Clients requiring consultancy or additional professional services outside the scope of Hosting Services need to enter into a separate Professional Services Agreement with the Company. This separate agreement will detail the scope, fees, and terms specifically related to Professional Services.

### **13. Overdue Payment**

13.1 In the event of delinquent payments or material breaches of this Agreement by the Client, the Company reserves the right to take prompt actions to address the situation.

13.2 Should the Client's account become delinquent due to late or unpaid invoices or in case of a material breach of this Agreement, the Company may, at its discretion, temporarily suspend the provision of Hosting Services until the outstanding payment is received or the breach is satisfactorily resolved.

13.3 Prior to taking any action under this clause, the Company shall provide the Client with written notice of payment delinquency or breach. This notice will specify the outstanding obligations and the period within which the Client is expected to rectify the situation.

13.4 Upon receiving the notice, the Client is encouraged to promptly address the payment delinquency or rectify the breach in accordance with the terms and conditions of this Agreement.

13.5 Once the outstanding payment is received in full or the breach is satisfactorily resolved, the Company will, without undue delay, resume the provision of Hosting Services as outlined in this Agreement.

13.6 During any period in which the provision of Hosting Services is suspended due to payment delinquency or breach, the Client shall remain responsible for any accrued charges, including Fees for service interruption.

13.7 In the event of prolonged payment delinquency or persistent material breaches, the Company reserves the right to terminate this Agreement in accordance with the termination provisions specified herein.

13.8 The temporary suspension of Hosting Services in response to payment delinquency or breach shall not constitute a waiver of any rights or remedies available to the Company under this Agreement or applicable law. The Company retains the right to pursue all available legal remedies to recover outstanding payments and address breaches.

### **14. Dispute Resolution**

14.1 Any dispute arising out of or relating to this Agreement shall be resolved through good-faith negotiations between the Company and the Client.

14.2 If the dispute cannot be resolved through negotiation, the parties agree to engage in mediation conducted by a neutral third party mutually agreed upon by both parties.

14.3 If mediation fails to resolve the dispute, any remaining disputes shall be resolved through binding arbitration under the rules of a recognized arbitration authority mutually agreed upon by both parties.

14.4 The decision rendered by the arbitrator(s) shall be final and binding, and judgment upon the award may be entered in any court of competent authority.

### **15. Termination**

15.1 This Agreement may be terminated under the conditions specified herein, including failure to perform material obligations, material breach, insolvency, or change in control.

15.2 Upon termination or cancellation, the Client shall promptly return any Company-owned materials, documentation, or confidential information in its possession, and the Company shall cease the provision of Hosting Services.

### **16. Effects of Termination**

16.1 Upon termination of this Agreement for any reason:

16.1.1 The Client shall settle all outstanding invoices and interest owed to the Company immediately. In the case of Services provided but not invoiced, the Company shall promptly issue an invoice upon termination, which the Client must pay immediately upon receipt.

16.1.2 All Company Materials and any Deliverables not fully paid for shall be returned by the Client. Failure to comply shall authorize the Company to enter the Client's premises and retrieve said items. The Client shall bear sole responsibility for the safekeeping of these materials until they are returned and shall refrain from using them for any purposes not related to this Agreement.

16.1.3 The rights, remedies, obligations, and liabilities accrued by the parties up to the termination date shall remain unaffected. This includes the right to seek damages for any breaches of this Agreement that occurred before termination.

16.1.4 Clauses explicitly or implicitly intended to survive termination shall continue to be fully enforceable following termination.

## **17. Liability and Indemnification**

17.1 The Company's liability for any claims, damages, losses, or expenses arising out of or in connection with the Hosting Services shall be limited to the total Charges paid by the Client under this Agreement, except in cases of willful misconduct or gross negligence.

17.2 The Client shall indemnify and hold the Company harmless from and against any claims, damages, losses, liabilities, and expenses (including reasonable legal Charges) arising out of or related to the Client's use of the Support Services, breach of this agreement, or violation of any applicable laws or regulations, except to the extent caused by the Company's willful misconduct or gross negligence.

17.3 The Company's liability is specifically tied to the provision of Hosting Services under this Agreement. Liabilities related to Professional Services, governed by a separate agreement, are subject to the terms and conditions of that specific agreement.