

**APPLICATION FOR CLOUD SERVICES**Nimbus Lanka (Pvt) Limited (PV.....), P O Box ....., Colombo  
011.....REQUISITION FOR      New Subscription ☐      Upgrade ☐

<b>CUSTOMER DETAILS</b>	NIC/Passport/Bus Reg No.....	VAT No .....
Customer (Surname) or Company Name .....		Initials .....
Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Rev <input type="checkbox"/> Dr <input type="checkbox"/> Prof <input type="checkbox"/> Others .....		
House No. ....	Street Name .....	
Apt #/Floor # .....	Building Name .....	
City .....	District .....	
Province .....	Postal Code .....	

<b>CONTACT DETAILS</b>		
Name .....	Designation .....	
Fixed .....	Mobile 1.....	Moblile 2 .....
Office .....	E-mail .....	

<b>BILLING ADDRESS</b>		
Customer Name .....		
Address .....		
Street .....	City .....	District .....
Province .....	Post Code .....	

SUBSCRIPTION ORDER	Qty	Managed Ser.	Set Up Fee (SLR)	Monthly Fee (SLR)
Nimbus Basic <input type="checkbox"/>	.....	Yes <input type="checkbox"/> No <input type="checkbox"/>	.....	.....
Nimbus Pro <input type="checkbox"/>	.....	Yes <input type="checkbox"/> No <input type="checkbox"/>	.....	.....
Nimbus Expert <input type="checkbox"/>	.....	Yes <input type="checkbox"/> No <input type="checkbox"/>	.....	.....
Nimbus Customized <input type="checkbox"/>	.....	Yes <input type="checkbox"/> No <input type="checkbox"/>	.....	.....
Order details on Nimbus customized				
.....				
.....				
.....				

<b>PAYMENT (SET UP FEE)</b>	
Cash <input type="checkbox"/> Receipt No.....	Cheque <input type="checkbox"/> Cheque No. .... Amount (SLR).....

- Applicants must be Eighteen (18) years of age and above
- I/we do hereby apply for Nimbus Lanka Cloud Services and undertake to enter into agreement with Nimbus Lanka (Pvt) Limited for Cloud Services before commissioning of the services and to be bound by the terms and conditions overleaf
- I/we also represent and confirm that the information and or details furnished above are true and accurate
- I/we further undertake to furnish any other information and or clarifications required by Nimbus Lanka (Pvt) Limited

Customer Name .....	Designation .....
Customer Signature .....	Date .....

<b>For Nimbus Lanka Internal Use Only</b>		
Name of Sales Agent .....	Signature .....	Date .....
Commissioning Officer .....	Signature .....	Date .....

It is hereby certified that the Stamp Duty payable in respect of this agreement has been computed in terms of the Stamp Duty Act of 1982  
White Copy – Nimbus Lanka Copy      Green Copy – Customer Copy

# CLOUD SERVICE AGREEMENT

The subscriber agrees to subscribe to Cloud Services of Nimbus Lanka (Pvt) Limited, hereinafter referred to as “service Provider” subject to the provisions and conditions herein and applicable rules and regulations of the Democratic Socialist Republic of Sri Lanka. The service provider agrees to provide could services subject to following terms and conditions

## 1. COMMENCEMENT

1.1 This agreement shall commence from the date of service provisioning and shall continue thereafter unless and until terminated by either party as hereinafter described.

## 2. SERVICES PROVIDED

- 2.1 Upon payment by the subscriber for services, the service provider shall commission cloud services subject to the provisions of this agreement and shall maintain the services in good working order.
- 2.2 The subscriber shall pay for any additional services and upgrades as per the published rates of the service provider.
- 2.3 The service provider reserve the right at any time to commission, decommission and recommission cloud services for non-payment, or for technical reasons or for any other reasons.

## 3. SUBSCRIBER'S OBLIGATIONS

- 3.1 To pay for services provided by the service provider in terms of relevant clause hereof
- 3.2 The subscriber shall solely responsible for the development, operation , content, maintenance and use of content.
- 3.3 The subscriber shall be responsible for compliance with the laws of the country for all contents stored, installed and being used.
- 3.4 The subscriber shall assume full responsibility to maintain appropriate security, protection and back up of subscribers content.
- 3.5 The subscriber shall not use and or shall not allow cloud services under his custody to be put any illegal, immoral or improper use. If the cloud services is put to such use, the service provider may, at its discretion either with or without previous notice terminate this agreement and decommission cloud services and the subscriber shall have no right to claim for damage or request for recommissioning of cloud services.
- 3.6 The subscriber shall not in any instance other than with written instructions from the service provider resell or hire to any other party the cloud services given under this agreement.
- 3.7 The subscriber shall not use cloud services in any manner or purpose other than as expressly permitted under this agreement. The subscriber shall not attempt to modify, alter, tamper with, repair, or otherwise create derivative works or services similar to cloud services offered by the service provider.

## 4. FEES AND CHARGES

- 4.1 The subscriber is liable to pay to the service provider on demand all fees and charges in accordance with agreed rates and tariff and all applicable taxes for the services provided by the service provider. The subscriber shall pay in full to the service provider with the period specified in the invoice or demand made to the subscriber
- 4.2 The subscriber agrees and undertakes to pay the service provider two percent (02%) per month on all outstanding accounts pursuant to this agreement (including all fees, levies and other charges), such interest shall accrue after the payment date specified in the invoice.
- 4.3 The subscriber shall pay, at the time of submission of this application, non-refundable deposits (if any) and set up fees including all applicable taxes to the service provider
- 4.4 The subscriber shall undertake to pay all charges and fees including all applicable taxes for any upgrades and change of services to the services provider.
- 4.5 The payment for services shall commence from the date of commissioning of services or from the first date on which the subscriber start using the services, whichever date is the earliest.
- 4.6 The service provider shall have the right to recover any outstanding including taxes and interest from the deposits made by the subscriber.

## 5. INVOICING

- 5.1 Invoicing shall be for subscription, charges for services, arrears, interest and statutory charges. For any payment or shortfall, the invoice shall stipulate the period for payment and the payment instruction thereto
- 5.2 Unless and otherwise the subscriber reviews the invoice and notify the service provider of any concerns therein with 30 calendar days from the date of any invoice issued by the service provider, the subscriber shall lose any right to query the invoice.

## 6. NON PAYMENT BY THE SUBSCRIBER

- In the event of the monthly subscription or any of the additional fees, deposits, charges, services expenses or damages payable by the subscriber to the service provider under this agreement lies payable and in areas after stipulated date for payment:
- 6.1 Subscriber shall be liable to pay such outstanding subscription, charges for services along with interest at 2% per month up to the settlement of the total outstanding
- 6.2 The service provider shall not undertake any work on behalf of the subscriber involving an additional charge until the amount due as aforesaid by the subscriber is settled.
- 6.3 The service provider shall terminate this agreement
- 6.4 Restoration of services after suspension or decommissioning shall be at the discretion of the service provider and on payment to the service provider of an additional charge as per the service providers published rates in respect of service provided.

## 7. USE OF THIRD PARTY CONTENT

- 7.1 The subscriber may install, store and use third party software and or content that subscriber purchased under separate purchase agreements at the subscribers own risk.
- 7.2 The subscriber shall be total responsible for all third party content that subscriber installs, stores and use under the cloud services and shall indemnify the service provider of any damage including but not limited to intellectual property right violations to third parties and or whatsoever claims by third parties arising thereof.

## 8. PROPRIETARY RIGHTS

- 8.1 The subscriber and subscriber’s licensors shall own all right, title and interest in and to contents installed and stored in the system by the subscriber and service provider shall obtain no right including but not limited to any related intellectual property rights under this agreement from the subscriber and or its licensors to subscriber’s contents. Subscriber shall consent the service provider to use subscribers content to provide cloud services to the subscriber and any other end users.
- 8.2 The subscriber shall represent and warrant the service provider that the subscriber and its licensors adequately owns all rights, titles and interests in and to subscribers contents to enter into this agreement.
- 8.3 The service provider and its partners or licensors own and reserve all rights, title and interests in and to the cloud services and all associated systems and software. The service provider shall, under this agreement, grants the subscriber a limited, recoverable, non-exclusive, non-transferable, non-sub licensable license to (a) use cloud services under this agreement (b) copy and use contents of the services provider solely in connection with cloud services provided under this agreement (c) the subscriber shall not entitled to any intellectual property rights related to cloud services offered by the service provider.
- 8.4 All licenses and permits granted under this agreement to the subscriber are conditional to the subscribers continued compliance to this agreement and shall immediately and automatically terminate this agreement in the event the subscriber does not comply with any term and or condition of this agreement.
- 8.5 The subscriber, during and after term of this agreement, shall not assert, authorize, assist, encourage any third part to asset against the service provider or its partners and licensors any patent and or intellectual property right infringement claim regarding cloud service used by the subscriber under this agreement.

## 9. LIMITATION OF LIABILITY

- 9.1 The service provider shall not be liable for any loss or damage, including but not limited to lost profits or lost revenue, incidental or consequential damages caused by the total or partial disruption to the service or otherwise, nor shall return any payment in respect of any such interruption.
- 9.2 The service provider shall not be liable to indemnify the subscriber in the event of any service disruption due to but not limited to failures of communication signals or disruption of communication signals resulting in poor

service or termination of this agreement. The subscriber shall not be entitled to any rebate or subscription or other charges in consequence of the partial or total interruption of services by reason of any such disconnection or alteration provided for in this agreement.

- 9.3 Subject to subscriber’s obligation to pay the Price to service provider either party’s liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the subscription price.

## 10. RELATIONSHIP OF THE PARTIES

- 10.1 The Parties acknowledge and agree that the Services performed the service provider its employees, agents or sub-contractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.

## 11. CONFIDENTIALITY

- 11.1 Neither Party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient. The Confidentiality obligations imposed by this Agreement shall survive its termination.

## 12. SERVICE PROVIDERS RIGHT TO DECOMMISSION

- 12.1 The service provider reserves the right to decommission the service with or without notice to the subscriber due to operational or unauthorized use, in order to comply with law and government regulatory entities.
- 12.2 The operator reserves the right to terminate the service provided in the event of non-availability of communication signals or poor signals which results in intermittent failures and or poor quality of service.

## 13. SERVICE PROVIDERS RIGHT OF ALTERATIONS

- 13.1 At the request of the subscriber the operator, subject to payment of published rates and charges, shall alter the service
- 13.2 The service provider may also at any time free of expense to the subscriber, make any alternation to the service, if the service provider considers such alteration is necessary in the interest of the Public Services or for technical reasons.

## 14. TERMINATION

This agreement may be terminated due to the following:

- 14.1 For nonpayment for services within the stipulated period stated in the invoice or the notice
- 14.2 In the event non availability of communication signals or poor signals which result in intermittent failures
- 14.3 In events that subscribers use of cloud services poses security risk to (a) the service provider and or third parties (b) or may be fraudulent (c) may adversely affect systems or contents of other subscribers of the service provider.
- 14.4 The subscriber declared to be insolvent
- 14.5 If it is proved to the satisfaction of the service provider that the service is being used for a purpose other than it is hired for or immoral use.
- 14.6 Upon the occurrence of a Force Majeure or acts of god
- 14.7 Either party giving to the other one calendar month previous notice or by payment of one month subscription to the service provider in lieu of notice period.

## 15. UPON TERMINATION

- 15.1 Upon termination of this agreement for any reason the subscriber shall pay all outstanding to the service provider.
- 15.2 The subscriber shall immediately return or, under written instructions from the service provider destroy , all contents supplied by the service provider.
- 15.3 The service provider may generally not delete content stored by the subscribers and subscriber shall be permitted to retrieve all content upon payment of all outstanding fees, charges and charges for post termination use of cloud services.
- 15.4 Any additional post termination assistance from the service provider shall be at the sole discretion of the service provider and shall be subject to mutual agreement between two parties.

## 16. NOTICE OR DEMAND

- 16.1 Any notice or certified amount which may be given or rendered by the service provider under this agreement shall be deemed duly given or rendered if left at subscriber’s premises or if send by registered post to subscriber’s last known place of address as in case of a company to its registered office or principal place of business.

## 17. ASSIGNMENT

- 17.1 The subscriber shall not except written consent of the service provider assign, resell or otherwise dispose of the service or this agreement or to any benefit or advantage there under.

## 18. FOCE MAJEURE

- 18.1 The service provider shall have the right to suspend, delete or vary items here of and the subscriber shall be bound by such variation

## 19. INDEMNIFICATION

- 19.1 The subscriber shall indemnify, defend and hold harmless the service provider, its partners and licensors and each of their respective employees, directors and representatives from and against damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or relating to any third party claim concerning: (a) subscriber’s use of cloud service under this agreement (b) breach of this agreement by the subscriber (c) any claim involving alleged infringement or misappropriation of third-party rights by subscribers use of cloud services and subscriber’s contents stored and or installed (d) any dispute between subscriber and a third party related to the subscribers use of cloud services under this agreement.
- 19.2 In the event the service provider, its partners or licensors are obliged to respond to a legal proceeding in a court of law in Sri Lanka and or elsewhere in the world as a result of subscriber’s use of cloud services during or after the term of this agreement, the subscriber shall reimburse the service provider for reasonable attorneys’ fees, as well as our employees’ and contractors’ time and materials spent responding to the third party subpoena or other compulsory legal order or process at our then-current hourly rates

## 20. DISCLAIMERS

- 20.1 The cloud services provided are “as is” ;the service provider, its partners and or licensors make no representations or warranties of any kind whether expressed, implied, statutory and or otherwise regarding the could service under this agreement including any warrant that the cloud service will be uninterrupted, error free or free of harmful content or that any content including contents of the subscriber will be secure or not otherwise lost or damaged.
- 20.2 Except to the extent prohibited by the law of Sri Lanka, the service provider, its partners and licensors shall disclaim all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement and any warranties arising out of any course, dealing, usage or trade.

## 21. INTEPRETATIONS

- a. The expression “service provider” shall mean and include Nimbus Lanka (pvt) Limited and its successors and assignees.
- b. The expression “subscriber” shall mean and include the subscriber named in above or elsewhere in this agreement and its successors and assignees or his/her/its or their heirs executors and administrators.
- c. The expression “cloud services shall mean and include all services that Nimbus Lanka (pvt) limited shall provide to the subscriber under this agreement.