

## HOSTING GENERAL TERMS AND CONDITIONS

**1. THE HOSTING SERVICES AGREEMENT** The Hosting Services Agreement incorporates the following documents by reference: (i) the Services Description that describes the Services you are buying and related fees; (ii) these Hosting General Terms and Conditions containing the general terms and conditions applicable to all Hosting Services; (iii) the specific Product Terms and Conditions containing the additional terms for the particular Hosting Services you are buying; (iv) the Acceptable Use Policy; When we use the term “Hosting Services Agreement” or “Agreement” in any of these documents, we are referring collectively to all of them. The Agreement is effective as of the date you ordered service or first used service, whichever is sooner. The Agreement is subject to change and is your responsibility to stay updated by checking 911 Computer Repair Corp’s site for any changes. By using any service provided by 911 Computer Repair Corp you are agreeing and accepting the Agreement.

**2. DEFINED TERMS** Some words used in the Agreement have particular meanings:

“**Acceptable Use Policy**” or “**AUP**” means the Acceptable Use Policy posted at <http://www.911ComputerRepair.com/legal> as of the date you sign/accept the Agreement.

“**Affiliate**” means a subsidiary or holding company of either party to this Agreement and any subsidiary of such holding company (where “**holding company**” and “**subsidiary**” have the meanings set out in section 1159 of the Companies Act 2006).

“**Business Day**” or “**Business Hours**” means 8:30 a.m. – 5:00 p.m. Monday through Friday, excluding public holidays in the United States.

“**Confidential Information**” means all information disclosed by one of us to the other, whether before or after the effective date of the Agreement, that the recipient should reasonably understand to be confidential, including: (i) for you, all information transmitted to or from, or stored on, your Hosted System, (ii) for 911 Computer Repair Corp, unpublished prices and other terms of service, audit and security reports, product development plans, solution diagrams, data center designs (including non-graphic information you may observe on a tour of a data center), and other proprietary information or technology, and (iii) for both of us, information that is marked or otherwise conspicuously designated as confidential. Information that is independently developed by one of us, without reference to the other’s Confidential Information, or that becomes available to one of us other than through breach of the Agreement or applicable law, shall not be

“**Confidential Information**” of the other party.

“**Country Specific Terms**” means the addendum or addenda that may be incorporated into your Hosting Services Agreement if a portion of your Services are to be provided from a non-United States jurisdiction for which we may have special legal terms.

“**Hosted System**” means a combination of hardware, software and networking elements that comprise an information technology system. Depending on the Services you are buying, the Hosted System may consist of a dedicated system for your use only, or the right to use certain parts of a shared system that 911 Computer Repair Corp maintains for many customers, or a combination of some dedicated elements and some shared elements.

**“Hosting Services”** means: (i) 911 Computer Repair Corp’s provision for your use of the Hosted System described in the Services Description, and (ii) Support.

**“Product Terms and Conditions”** means the terms and conditions for the Hosting Services you are buying.

**“Services Description”** means a written description of the Hosted System and/or Supplementary Services you are buying from 911 Computer Repair Corp, and related fees, that is incorporated by reference in the Agreement, including any “plan” or other name given to a Services description that you submit to 911 Computer Repair Corp as part of an online order process.

**“Service Level Guarantee(s)”** means (i) a guarantee or guarantees identified as a **“Service Level Guarantee”** or **“Service Level Guarantees”** in the applicable Product Terms and Conditions or (ii) any provision which provides a specified credit or financial remedy for an identified failure to deliver or provide the Services.

**“Services”** means Hosting Services and Supplementary Services, collectively.

**“Supplementary Services”** means those Services you purchase from 911 Computer Repair Corp other than the Hosting Services, including time and materials based professional or consulting services (such as database administration or “DBA” services), one-time or non-recurring services which are not part of the existing Support (such as support for the application that you operate on your Hosted System), and any other services identified as **“Supplementary Services”** on the applicable Services Description.

**“Support”** has the meaning stated in the applicable Product Terms and Conditions.

**3. OUR OBLIGATIONS** 911 Computer Repair Corp’s obligation to begin providing Services is contingent on your satisfaction of 911 Computer Repair Corp’s credit approval criteria. 911 Computer Repair Corp will provide the Hosting Services in accordance with the Services Description, the Service Level Guarantees, and other specifications in this Agreement. 911 Computer Repair Corp will perform any Supplementary Services in a good and professional manner. 911 Computer Repair Corp will provide the specific security services described in your Services Description. 911 Computer Repair Corp will perform all Services in accordance with applicable law.

**4. YOUR OBLIGATIONS** You must use reasonable security precautions in connection with your use of the Services. You must comply with the laws applicable to your use of the Services and with the Acceptable Use Policy. You must cooperate with 911 Computer Repair Corp’s reasonable investigation of Service outages, security problems, and any suspected breach of the Agreement. You are responsible for keeping your account permissions, billing, and other account information up to date via 911 Computer Repair Corp’s defined process. You must pay when due the fees for the Services stated in the Services Description or other agreement between us. If there is a dispute with respect to any portion of an invoice, you shall pay the undisputed portion of the fees promptly and provide written details specifying the basis of any dispute. Each of us agrees to work together to promptly resolve any disputes.

## **5. PROMISES WE DO NOT MAKE**

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

5.2 We disclaim any and all warranties not expressly stated in the Agreement to the maximum extent permitted by law, including the implied warranties relating to satisfactory quality and fitness for a particular purpose. You are solely responsible for the suitability of the services chosen. Any services that we are not contractually obligated to provide but that we may perform for you at your request and without any additional charge are provided on an 'AS IS' basis.

5.3 We do not have knowledge of the data you store within your Hosted System, including the quantity, value or use of the data. You are therefore responsible to take all reasonable steps to mitigate the risks inherent in the provision of the Services, including loss of your data, including any Items (as defined in the applicable Product Terms and Conditions) or "cardholder data" as that term is defined in the Payment Card Industry-Data Security Standard. The Services that 911 Computer Repair Corp has agreed to provide to assist you to mitigate such loss (if required) are set out in the Services Description, which may include backup services and geographically redundant servers. 911 Computer Repair Corp does not promise to back up your data unless you have purchased backup services. If you purchase backup services 911 Computer Repair Corp does not promise to retain any data backup(s) for longer than the agreed data retention period as set out in the Services Description. In all events, you release 911 Computer Repair Corp from liability for loss of data to the extent that the data has changed since the time that we were last required by the Agreement to perform a backup.

5.4 We will provide Support only to your administrative or technical contacts listed on your account. We will not provide support directly to your end users unless specifically agreed in writing.

5.5 Certain 911 Computer Repair Corp Services are designed to help you comply with various regulatory requirements that may be applicable to you. However, you are responsible for understanding the regulatory requirements applicable to your business and for selecting and using those Services in a manner that complies with the applicable requirements.

**6. UNAUTHORISED ACCESS TO YOUR DATA OR USE OF THE SERVICES** 911 Computer Repair Corp is not responsible to you or any third party for unauthorized access to your data or the unauthorized use of the Services unless the unauthorized access or use results from 911 Computer Repair Corp's failure to meet its security obligations stated in Section 3 (Our Obligations) of these General Terms and Conditions or the Services Description. You are responsible for the use of the Services by any employee of yours, any person you authorize to use the Services, any person to whom you have given access to the Services, and any person who gains access to your data or the Services as a result of your failure to use reasonable security precautions, even if such use was not authorized by you.

## **7. TAXES ON SERVICES**

7.1 Sales Taxes. Unless otherwise expressly provided in the Agreement or included in the invoice for the services, all amounts due to 911 Computer Repair Corp under the Agreement are exclusive of any value added, goods, services, sales, use, property, excise and like taxes, import duties and/or applicable levies (collectively, "Tax"). If 911 Computer Repair Corp is required by law to collect Taxes on the provision of

the Service, 911 Computer Repair Corp will invoice you for such Tax and you must pay 911 Computer Repair Corp the amount of the Tax that is due or provide 911 Computer Repair Corp with satisfactory evidence of your exemption from the Tax. The obligation to pay any Taxes that Customer may be required to pay in connection with Customer's use of Services or Customer's payment of amounts due to 911 Computer Repair Corp under the Agreement shall be borne exclusively by Customer. You must provide 911 Computer Repair Corp with accurate factual and adequate information and documentation (as determined by 911 Computer Repair Corp), to help 911 Computer Repair Corp determine if any Tax is due with respect to the provision of the Services.

7.2 Withholding Taxes. All payments to 911 Computer Repair Corp shall be made without any withholding or deduction for any Taxes, except for any withholding (or similar) taxes imposed on income that may be attributed to 911 Computer Repair Corp in connection with its provision of the Services that you are legally required to withhold from such payment and remit to the applicable governmental or taxing authority (such taxes, "Local Withholding Taxes"). You agree to timely provide 911 Computer Repair Corp with adequate and accurate factual information and documentation (as determined by 911 Computer Repair Corp), including tax receipts, of your payment of any such Local Withholding Taxes. 911 Computer Repair Corp shall remit such cost to you in the form of a credit on your outstanding account balance following receipt of sufficient evidence of payment of any such Local Withholding Taxes as set forth above.

**8. EXPORT MATTERS** You represent and warrant and undertake that you will not possess, use, import, export or resell (and shall not permit the possession, use, importation, exportation, or resale of) the Services or any information or technical data provided by 911 Computer Repair Corp to you under this Agreement in any manner which would cause 911 Computer Repair Corp or its Affiliates to breach any applicable export control laws, rules, or regulations of any jurisdiction (including without limitation those under UK and US law). Without limitation, you represent and warrant and undertake that you will not provide administrative access to or permit use of the Services by any persons (including any natural person, government or private entity or other form of body corporate) that is located in or is a national of any country that is embargoed or highly restricted under United Kingdom or US export laws, rules or regulations.

**9. TERMS AND FEES** Your applicable Product Terms and Conditions and Services Description set out your term and renewal information as well as fee and pricing information.

## **10. SUSPENSION OF SERVICES**

10.1 We may suspend Services without liability if:

10.1.1 we reasonably believe that the Services are being used in breach of the Agreement;

10.1.2 you don't cooperate with our reasonable investigation of any suspected violation of the Agreement;

10.1.3 there is an attack on your Hosted System or your Hosted System is accessed or manipulated by a third party without your consent;

10.1.4 we are required by law or a regulatory or government body to suspend your Services; or

10.1.5 there is another event for which we reasonably believe that the suspension of Services is necessary to protect the 911 Computer Repair Corp network or our other customers.

10.2 We will give you advance notice of a suspension under this clause of at least twelve (12) Business Hours unless we determine in our reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect 911 Computer Repair Corp or its other customers from imminent and significant operational, legal, or security risk. If your Hosted System is compromised, then you must address the vulnerability prior to 911 Computer Repair Corp placing the Hosted System back in service or, at your request, we may be able to perform this work for you at our standard hourly rates as a Supplementary Service.

## **11. TERMINATION FOR BREACH**

11.1 You may terminate the Agreement for breach if we:

11.1.1. materially fail to provide the Services as agreed and do not remedy that failure within ten (10) days of your written notice describing the failure;

11.1.2. materially fail to meet any other obligation stated in the Agreement and do not remedy that failure within thirty (30) days of your written notice describing the failure.

11.2 We may terminate the Agreement for breach if:

11.2.1. we discover that the information you provided for the purpose of establishing the Services is materially inaccurate or incomplete;

11.2.2. the individual signing the Agreement did not have the legal right or authority to enter into the Agreement on behalf of the person represented to be the customer;

11.2.3. your payment of any invoiced amount is overdue, and you do not pay the overdue amount within four (4) Business Days of our written notice;

11.2.4 you have made payment arrangements via credit card or other third party, and the third party refuses to honor our charges;

11.2.5. you fail to comply with any other obligation stated in the Agreement and do not remedy the failure within thirty (30) days of our written notice to you describing the failure;

11.2.6. you contravene Section 8 (Export Matters) of this General Terms and Conditions;

11.2.7. you breach the Export Control section of the AUP;

11.2.8. with the exception of the Export Control section of the AUP for which Sub-Section

11.2.7 applies, you breach any provision of the AUP more than once even if you remedy each breach; or

11.2.9. your agreement for any other 911 Computer Repair Corp service is terminated for breach of the acceptable use policy applicable to that service.

11.3 Either of us may terminate the Agreement with immediate effect on written notice if the other (or we reasonably believe that the other): (i) is unable to pay its debts; or (ii) enters into compulsory or voluntary liquidation; or (iii) compounds with or contravenes a meeting of its creditors; or (iv) has a receiver or manager or an administrator appointed (or an application is made to the court for the same); or (v) ceases for any reason to carry on business or takes or suffers any similar action which means that it may be unable to pay its debts (“Insolvency Event”).

11.4 Notwithstanding anything to the contrary within the Agreement, the fees for the Services shall become due immediately upon the occurrence of an Insolvency Event.

## **12. CONFIDENTIAL INFORMATION**

12.1 Each of us agrees not to use the other’s Confidential Information except in connection with the performance or use of the Services, as applicable, the exercise of our respective legal rights under the Agreement, as may be required by law, or as set forth below. Each of us agrees not to disclose the other’s Confidential Information to any third person except as follows:

12.1.1 to each of our respective service providers, employees, Affiliates, suppliers, agents and representatives, provided that such service providers, employees, Affiliates, suppliers, agents or representatives agree to confidentiality measures that are at least as stringent as those stated in this General Terms and Conditions; or

12.1.2. to a law enforcement or government agency if either of us reasonably believes that the other’s conduct may violate applicable criminal law;

12.1.3. as required by law; or

12.1.4. in response to a court order or other compulsory legal process, provided that each of us agrees to give the other written notice of at least seven (7) days prior to disclosing Confidential Information under this clause (or prompt notice in advance of disclosure, if seven (7) days advance notice is not reasonably feasible), unless the law forbids such notice.

## **13. LIMITATION ON DAMAGES**

13.1 Subject to clause in Agreements:

13.2, but without prejudice to 911 Computer Repair Corp’s right to the fees for the Services, including any early termination fee (if applicable) and your right to service credits under the applicable Service Level Guarantee and/or termination for our failure to meet the Fanatical Support Promise:

13.2.1 each party’s liability to the other for direct loss or damages whether in tort (including, without limitation, negligence), contract or otherwise, is limited to and shall not exceed:

13.2.1.1 for Hosting Services, an amount up to the previous six (6) months of the monthly recurring fee under this Agreement as of the time of the occurrence of the event(s) giving rise to the claim; and

13.2.1.2 for Supplementary Services, the greater of five hundred US Dollars (\$500) or the fees paid for the Supplementary Services that are the subject of the claim;

13.2.2 neither party will be liable to the other in any way for any special, incidental, economic, or indirect loss or damages, or for loss of data, loss of profits, revenues, customers or contracts, wasted management time, increased costs or expenses, whatsoever and howsoever arising including in connection with the performance, non-performance or delayed performance of the Services or otherwise under this Agreement even if that party has been advised by the other or should have reasonably been aware of the possibility of such loss.

13.3 Nothing in this Agreement limits or excludes either party's liability for any loss or damages resulting from:

13.3.1 death or personal injury caused by its negligence; and

13.3.2 any fraud or fraudulent misrepresentation.

13.4 The service credits stated in the Service Level Guarantee are your exclusive remedy for 911 Computer Repair Corp's failure to meet those guarantees for which service credits apply.

13.5 911 Computer Repair Corp agrees to have valid insurance cover in place for its own legal liability to you under this Agreement up to the limits set out in this clause 13. As the fees for the Services properly reflect the delineation of risk between the parties, each party agrees to ensure that it will be responsible for making its own arrangements for the insurance of any loss more than its accepted legal liability as necessary.

## **14. INDEMNIFICATION**

14.1 If we, our affiliates, or any of our or their respective employees, agents, or suppliers (the "Indemnitees") is faced with a legal claim by a third party arising out of your actual or alleged negligence, breach of law, failure to meet the security obligations required by the Agreement, breach of the AUP, breach of your agreement with your customers or end users, or breach of Section 8 (Export Matters) or Section 16 (Software) of this General Terms and Conditions, then you will pay the cost of defending the claim (including reasonable legal fees) and any damages award, fine or other amount that is imposed on the Indemnitees as a result of the claim. Your obligations under this clause include claims arising out of the acts or omissions of your employees or agents, any other person to whom you have given access to the Services, and any person who gains access to the Services as a result of your failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by you. You must also pay reasonable legal fees and other expenses we incur in connection with any dispute between persons having a conflicting claim to control your account with 911 Computer Repair Corp, or any claim by your customer or end user arising from an actual or alleged breach of your obligations to them.

14.2 We will choose legal counsel to defend the claim, provided that these decisions must be reasonable and must be promptly communicated to you. You must comply with our reasonable requests for assistance and cooperation in the defense of the claim. We may not settle the claim without your

consent, although such consent may not be unreasonably withheld, delayed or conditioned. You must pay reasonable legal fees and expenses due under this clause as we incur them.

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

## **16. SOFTWARE**

16.1 General. You may not copy any software we provide for your use, unless expressly permitted by this Agreement or use such software after the expiration or termination of the Agreement. You may not remove, modify or obscure any copyright, trade mark, or other proprietary rights notices that appear on any software we provide for your use. Unless permitted by the terms of an open source software license, you may not reverse engineer, decompile or disassemble any software we provide for your use except and to the extent that you are expressly permitted by applicable law to do this, and then following at least ten (10) days advance written notice to 911 Computer Repair Corp. In addition to the terms of this Agreement, your use of any Microsoft® software is governed by Microsoft's license terms that appear on Microsoft's Website including use restrictions on Microsoft software that is provided for your use under a subscriber access license or "SAL" or an "anonymous" license as indicated in your Services Description. 16.2 Customer Provided Licenses. If you use any non-911 Computer Repair Corp provided software on your Hosted System you represent and warrant to 911 Computer Repair Corp that you have the legal right to use the software in that manner. If we have agreed to install, patch or otherwise manage software for you in reliance on your license with a software vendor (rather than 911 Computer Repair Corp's license with the software vendor), then you represent and warrant that you have a written license agreement with the software vendor that permits 911 Computer Repair Corp to perform these activities. On 911 Computer Repair Corp's request you will certify in writing that you are in compliance with the requirements of this paragraph and any other software license restrictions that are part of the Agreement, and will provide evidence of your compliance as we may reasonably request. If you fail to provide the required evidence of licensing, 911 Computer Repair Corp may, at its option, either:

16.2.1. charge you its standard fee for the use of the software in reliance on 911 Computer Repair Corp's licensing agreement with the vendor until such time as the required evidence is provided; or

16.2.2. suspend or terminate the Agreement. Your licensed software may not be compatible with our standard process for deploying and repairing Hosted Systems. In addition, in order to install the software, 911 Computer Repair Corp may require you to send the physical or electronic media provided to you by the software vendor, both for deployment, and again in the event of a failure of your Hosted System. You agree that 911 Computer Repair Corp will not be in breach of any Service Level Guarantee or other obligation under this Agreement that would not have occurred but for the delay resulting from our agreement to use your licensed software.



**17. RECOMMENDATIONS** 911 Computer Repair Corp personnel may from time to time recommend third party software or other products and services for your consideration. 911 COMPUTER REPAIR CORP MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING SUCH PRODUCTS AND SERVICES. Your use of any products and services not provided by 911 Computer Repair Corp is governed by the terms of your agreement with the provider of those products and services, and is at your sole risk. 911 Computer Repair Corp is not responsible in any way for the third party product's performance, features nor failures

**18. WHO MAY USE THE SERVICES** You may permit your subsidiaries and affiliated companies to use the Services if you wish, however you are responsible for the acts or omissions of your permitted users. 911 Computer Repair Corp will provide support only to you, not to your customers, subsidiaries or affiliates. There are no third party beneficiaries to the Agreement, meaning that your customers, subsidiaries, affiliates, and other third parties do not have any rights against either of us under the Agreement.

**19. DATA CENTERS** We are constantly upgrading our data center facilities and in order for you to benefit from this, you agree that we may relocate your servers within our data centers, make changes to the provision of the Services, URLs and your IP addresses and may establish new procedures for the use of the Services. We may also make changes to DNS records and zones on 911 Computer Repair Corp operated or managed DNS servers as we deem necessary for the operation of the shared network infrastructure. In each case, we will give you reasonable advance notice and use all reasonable endeavors to minimize the effect that such change will have on your use of the Services.

**20. TEST SERVICES** If you use any Services that have been designated as a "Beta" service, pilot test, early access, limited access, limited release, or with similar designation, then your use of that Service is provided "AS IS" with no warranty.

**21. SERVICES MANAGEMENT AGENT** You agree that you will not interfere with any services management software agent(s) that 911 Computer Repair Corp installs on your Hosted System. 911 Computer Repair Corp agrees that its agents will use only a minimal amount of computing resources, and will not interfere with your use of your Hosted System. 911 Computer Repair Corp will use the agents to track the hardware and software that 911 Computer Repair Corp provides, so that it can more efficiently manage various service issues, such as patching exceptions and product life cycles. 911 Computer Repair Corp may also use the software to identify security vulnerabilities. 911 Computer Repair Corp will not use the agents to view or capture your content or data. Your Services will become "unsupported" as described in the Product Terms if you disable or interfere with our service management software agents. You agree that 911 Computer Repair Corp may access your Hosted System to reinstall services management software agents if you disable or interfere with their performance.

**22. NOTICES** Your routine communications to 911 Computer Repair Corp regarding the Services, including any notice of non-renewal, should be sent to your 911 Computer Repair Corp account team via email sent to support@911computerrepair.com. If you want to give a notice regarding termination of the Agreement for breach, indemnification, or other non-routine legal matter, you should send it by first class post to: 911 Computer Repair Corp, CO: Legal Department, PO Box 1356 Riverton, UT 84065. 911 Computer Repair Corp's routine communications regarding the Services and legal notices will be sent to the individual(s) you designate as your contact(s) on your account either by electronic mail, first class post, or overnight courier. Notices are deemed received as of the time posted or delivered, or if that time does not fall on a Business Day, as of the beginning of the first Business Day following the time posted or delivered. For purposes of counting days for notice periods, the Business Day on which the notice is deemed received counts as the first day. Notices must be given in the English language.

**23. OWNERSHIP OF INTELLECTUAL PROPERTY** Each of us retains all right, title and interest in and to our respective trade secrets, inventions, copyrights and other intellectual property. Any intellectual property developed by 911 Computer Repair Corp during the performance of the Service(s) shall belong to 911 Computer Repair Corp unless we have agreed with you in advance in writing that you shall have an interest in the intellectual property.

**24. OWNERSHIP OF OTHER PROPERTY** You do not acquire any ownership interest in or right to possess the Hosted System, and you have no right of physical access to the Hosted System. We do not acquire any ownership interest in or right to the information you transmit to or from or store on your 911 Computer Repair Corp servers or other devices or media.

**25. INTELLECTUAL PROPERTY INFRINGEMENT** If 911 Computer Repair Corp or any of its customers is faced with a credible claim that the Services infringe the intellectual property rights of a third party, and 911 Computer Repair Corp is not reasonably able to obtain the right to use the infringing element or modify the Services such that they do not infringe, then 911 Computer Repair Corp may terminate the Services on reasonable notice of at least ninety (90) days, and will not have any liability on account of such termination except to refund amounts paid for Services not used as of the time of termination.

**26. ASSIGNMENT/SUBCONTRACTORS** Neither party may assign the Agreement without the prior written consent of the other party except that 911 Computer Repair Corp may assign the Agreement to an Affiliate with sufficient financial standing in order to meet its obligations under this Agreement or as part of a bona fide corporate reorganization or a sale of its business. We may transfer your Confidential Information as part of any such transaction. 911 Computer Repair Corp may use third party service providers to perform all or any part of the Services, but 911 Computer Repair Corp remains responsible to you under this Agreement for Services performed by its third party service providers to the same extent as if 911 Computer Repair Corp performed the Services itself.

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

**28. GOVERNING LAW, LAWSUITS** The Agreement is governed by the laws of the State of Utah and each of us expressly and unconditionally submits to the exclusive jurisdiction of the courts of the State of Utah except that 911 Computer Repair Corp may seek to enforce any judgment anywhere in the world where you may have assets. Each of us agrees that it will not bring a claim under the Agreement more than two (2) years after the event giving rise to the claim occurred.

## **29. SOME AGREEMENT MECHANICS**

29.1 Changes to Terms on Website. These General Terms and Conditions, the applicable Product Terms, and any applicable Country Specific Terms are incorporated in your Agreement by reference to pages on the 911 Computer Repair Corp website. Although we may from time to time revise the General Terms and Conditions, Product Terms and Country Specific Terms posted on these pages, those revisions will not vary the Agreement until the first day of any renewal or extended term that follows the date that we publish the revision. However if over time you sign multiple Agreements for a single Hosted System, for example to add service elements to an existing Hosted System, then the version of the General Terms and Conditions, Product Terms and Conditions and Country Specific Terms (if any) referenced in the last signed Agreement will govern the entire Hosted System, unless otherwise agreed in writing.

29.2 Modifications. Unless otherwise expressly permitted in this Agreement, the General Terms and Conditions, Product Terms, and Country Specific Terms may be amended only by a formal written agreement signed by both parties. A Services Description may be amended to modify, add, or remove services by a formal written agreement signed by both parties, or by an exchange of correspondence, including via electronic mail or the 911 Computer Repair Corp ticketing system, that includes the express consent of an authorized individual for each of us. The pre-printed terms on your purchase order or other business forms will not become part of this Agreement.

29.3 The Agreement constitutes the complete and exclusive agreement between the parties regarding the subject matter and supersedes and replaces any prior understanding or communication, written or oral. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of 911 Computer Repair Corp which is not set out in the Agreement.

29.4 Order of Precedence. If there is a conflict between the terms of any of the documents that comprise the Agreement, the documents will govern in the following order: signature page for the Hosting Services Agreement, Country Specific Terms (if any), Services Description, Product Terms, any addendum to the General Terms and Conditions, the General Terms and Conditions, and the Acceptable Use Policy.

29.5 Unenforceable Provisions. If any part of the Agreement is found unenforceable by a court, the rest of the Agreement will nonetheless continue in effect, and the unenforceable part shall be reformed to the extent possible to make it enforceable but still consistent with the business and financial objectives of the parties underlying the Agreement.

29.6 No Waiver. Each party may enforce its respective rights under the Agreement even if it has waived the right or failed to enforce the same or other rights in the past.

29.7 No Partnership. The relationship between the parties is that of independent contractors and not business partners. Neither party is the agent for the other, and neither party has the right to bind the other to any agreement with a third party.

29.8 Interpretation. The captions in the Agreement are for convenience only and are not part of the Agreement. The use of the word "including" in the Agreement shall be read to mean "including without limitation." The words "our" and "us" refer to 911 Computer Repair Corp unless the context clearly indicates another meaning.

29.9 Survival. The following terms shall survive expiration or termination of the Agreement: Sections 7, 12, 13, 14, 17, 22, 23, 24, 25, 27, 28 and 29 of these General Terms and Conditions, all terms of the Agreement requiring you to pay any fees for Services provided prior to the time of expiration or termination or requiring you to pay an early termination fee, and all other provisions of the Agreement that by their nature are intended to survive expiration or termination of the Agreement.

29.10 Changes Not Made Known. If you have made any change to the Agreement that you did not bring to 911 Computer Repair Corp's attention in a way that is reasonably calculated to put 911 Computer Repair Corp on notice of the change, the change shall not form part of the Agreement.

29.11 Counterparts. The Agreement may be signed in multiple counterparts, which taken together will be considered one original. Facsimile signatures, signatures on an electronic image (such as .pdf or .jpg format), and electronic signatures shall be deemed to be original signatures.