

Online Data Backup Agreement

FAST ON SITE TERMS OF SERVICE between Fast On Site (Exersio, Inc.) (“we“ or “**Fast On Site**”) and the customer who orders Fast On Site services (“you” or “**Customer**”).

THE AGREEMENT. Your use of the Fast On Site services is governed by these Terms of Service, the Fast On Site Acceptable Use Policy, the terms of your Order, and any documents incorporated by reference in any of these. When we use the term “Agreement” in any of the Order, Terms of Service, or Acceptable Use Policy, we are referring collectively to all of them, and to any other documents that may be incorporated by reference in any of them. If the individual who accepts these Terms of Service or submits an Order does so on behalf of a company or other legal entity, the individual represents that he or she has authority to bind that entity to the Agreement. **This Agreement is the complete and exclusive agreement between you and Fast On Site regarding its subject matter and supersedes and replaces any prior agreement, understanding or communication, written or oral.**

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

“**Acceptable Use Policy**” or “**AUP**” means the Fast On Site Acceptable Use Policy:
Your services may be suspended or terminated for violation of this AUP in accordance with the Fast On Site Terms of Service.

Capitalized terms used in this AUP shall have the meaning given in the Terms of Service.

Abuse

You may not use Fast On Site’s Services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network;
- Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network;
- Interference with service to any user of the Fast On Site or other network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
- Use of an Internet account or computer without the owner’s authorization;
- Collecting or using email addresses, screen names or other identifiers without the consent of the person identified (including, without limitation, phishing, Internet scamming, password robbery, spidering, and harvesting);
- Collecting or using information without the consent of the owner of the information;
- Use of any false, misleading, or deceptive TCP-IP packet header information in an email or a newsgroup posting;
- Use of the service to distribute software that covertly gathers information about a user or covertly transmits information about the user;
- Use of the service for distribution of advertisement delivery software unless: (i) the user affirmatively consents to the download and installation of such software based on a clear and conspicuous notice of the nature of the software, and (ii) the software is easily removable by use of standard tools for such purpose included on major operating systems; (such as Microsoft’s “add/remove” tool); or
- Any conduct that is likely to result in retaliation against the Fast On Site network or website, or Fast On Site’s employees, officers or other agents, including engaging in behavior that results in any server being the target of a denial of service attack (DoS)

or provoking a termination or threatened termination of our AWS account.

Excessive Use of System Resources

You may not use your Service in a way that unnecessarily interferes with the normal operation of the Fast On Site services generally.

Vulnerability Testing

You may not attempt to probe, scan, penetrate or test the vulnerability of a Fast On Site system or network or to breach Fast On Site's security or authentication measures, whether by passive or intrusive techniques, without Fast On Site's express written consent.

Offensive Content

You may not publish, transmit or store on or via Fast On Site's network and equipment any content or links to any content that Fast On Site reasonably believes:

- Constitutes, depicts, fosters, promotes or relates in any manner to child pornography, bestiality, or non-consensual sex acts;
- is excessively violent, incites violence, threatens violence or contains harassing content or hate speech;
- is unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes;
- is defamatory or violates a person's privacy;
- creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security or interferes with a investigation by law enforcement;
- improperly exposes trade secrets or other confidential or proprietary information of another person;
- is intended to assist others in defeating technical copyright protections;
- infringes on another person's copyright, trade or service mark, patent or other property right;
- promotes illegal drugs, violates export control laws, relates to illegal gambling or illegal arms trafficking;
- is otherwise illegal or solicits conduct that is illegal under laws applicable to you or to Fast On Site; or
- is otherwise malicious, fraudulent or may result in retaliation against Fast On Site by offended viewers.

Content "published or transmitted" via Fast On Site's network or equipment includes Web content, email, bulletin board postings, chat and any other type of posting or transmission that relies on the Internet.

Copyrighted Material

You may not use Fast On Site's network or Services to download, publish, distribute, or otherwise copy or use in any manner any text, music, software, art, image or other work protected by copyright law unless:

- you have been expressly authorized by the owner of the copyright for the work to copy the work in that manner; or
- you are otherwise permitted by established copyright law to copy the work in that manner.

It is Fast On Site's policy to terminate in appropriate circumstances the services of customers who are repeat infringers.

Quarantine

You agree that we may quarantine or delete any data stored on a shared system if the data is infected with a virus, or is otherwise corrupted, and has the potential to infect or corrupt the system or other customers' data that is stored on the same system.

“**AWS**” means the Amazon Web Services S3 storage service.

“**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, Cloud Files or AWS, **(ii)** for Fast On Site, unpublished prices and other terms of service, audit and security reports, product development plans, data center designs (including non-graphic information you may observe on a tour of a data center), server configuration designs, 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 developed by one of us on our own, without reference to the other’s Confidential Information, or that becomes available to one of us other than through violation of the Agreement or applicable law, shall not be “Confidential Information” of the other party.

“**Cloud Files**” means the Rackspace cloud storage service.

“**Software**” means: (i) Simply Backup, the Fast On Site Desktop Edition, the Fast On Site Workgroup Edition, and the Fast On Site Server Edition, and/or any other software that we may provide to you as part of the Services, and (ii) any updates, bug fixes, and successor versions or revisions that we may provide to you from time to time to supplement or replace any of the foregoing.

“**Order**” means either: (i) the online purchase order that you submit to Fast On Site via the Fast On Site website, or (ii) any other written order (either in electronic or paper form) provided to you by Fast On Site for signature that describes the Services you are purchasing, and that is signed by you, either manually or electronically.

“**Services**” means: those services described in the Order, including the right to use the Software described in the Order and AWS and/or Cloud Files storage, and any optional service you may have elected to purchase, plus such support for those services as Fast On Site makes available to you.

2. SERVICES. Contingent on Fast On Site’s acceptance of your Order, and subject to the terms of the Agreement, you may use the Services described in an Order for the term of the Order. You may access Cloud Files and AWS only via the user interface that is included with the Software, or other means that Fast On Site may make available to you.

3. WHO MAY USE THE SERVICES. If you have purchased Simply Backup, the Fast On Site Desktop Edition, or the Fast On Site Server Edition of the Services, only you and/or your employees or other agents may use the Services. If you have purchased the Fast On Site Workgroup Edition of the Services, you may also authorize individuals other than your employees or agents to use the Services via the workgroup subaccounts, but you may create a workgroup subaccount only for individual, natural persons and not for a business entity or other organization. Fast On Site is not obligated to provide support to your workgroup subaccount users, but may do so in its discretion. You may not resell the Services unless you have been approved as a Fast On Site reseller and have executed a reseller addendum to these Terms of Service. There are no third party beneficiaries to the Agreement, meaning that third parties do not have any rights against either of us under the Agreement.

4. ENCRYPTION. The Software allows you to encrypt your files, both in transit to and from Cloud Files and AWS, and while stored. Fast On Site is not liable for any harm resulting from a data breach or other unauthorized use or disclosure of files that were not encrypted using the Software.

5. ADDITIONAL LICENSE TERMS FOR FAST ON SITE SOFTWARE. The Software is licensed not sold. You may use the machine readable version of the Software only in connection with your use of Cloud Files or AWS.

5.1 Per User. For Simply Backup, the Fast On Site Desktop Edition, and the Fast On Site Workgroup Edition, you may authorize use of the Software only by that number of users stated in your Order. Each user must be an individual, natural person, and not a business entity or organization. Each authorized individual may install and use the Software on as many computers as he or she wishes, but a license for a single user may not be shared by two or more individuals. You may permanently transfer authorization to use the Software to a new individual user within your organization, or if you are using the Fast On Site Workgroup Edition, you may transfer the subaccount to a new workgroup user.

5.2 Per Server. You may use the Fast On Site Server Edition on that number of servers stated in your Order. You may use the management software for the Fast On Site Server Edition on as many computers as you wish.

5.3 Other License Terms. You may use any documentation included with the Software or otherwise provided to you by Fast On Site, such as Help Files and FAQ, only in connection with your use of the Software. You may not copy the documentation except as reasonably incident to your use of the Software as permitted by this Agreement. You may not assign, sublicense or transfer the Software, any documentation, or the license for the Software or documentation. You may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on the Software or documentation. Unless permitted by the terms of an open source software license, you may not reverse engineer, decompile or disassemble the Software except and to the extent that you are expressly permitted by applicable law to do this, and then following at least ten days advance written notice to Fast On Site. You must promptly begin using any updated version or new version of the Software that Fast On Site provides, and you may not use any prior version after the time that the new or updated version is installed. Fast On Site may revoke or terminate this license at any time without liability, except that if Fast On Site revokes or terminates the license prior to the expiration or termination of the Agreement, and does not provide you with substitute software that enables you to effectively use the Service, Fast On Site shall refund any prepaid fees for the unused portion of the term of your Agreement for the Services. You may not use the Services or the Software in any nuclear, aviation, mass transit or medical application or in any other inherently dangerous applications. You acknowledge that the Software includes a reporting feature that will report usage information (but not the content of your files) to Fast On Site via the Internet. Fast On Site will use this information only for the purpose of verifying your compliance with the terms of this Agreement. If you use the Fast On Site Workgroup Edition, the Software will require your end users to accept legal terms as a condition to installation. You may not attempt to interfere with or disable this feature, and you may not modify these terms via any separate agreement with your end users. Fast On Site retains all rights in the Software except for the rights expressly granted in this Section. Restricted Rights: If the Services are paid for with United States federal government funds or are intended for use within or for any United States federal agency, the Software is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. You must notify Fast On Site in advance if you are a federal government entity or are using federal government funds to pay for your use of the Service.

6. YOUR OBLIGATIONS. You agree to do each of the following: (i) comply with applicable law and the Fast On Site Acceptable Use Policy, (ii) pay when due the fees for the Services, (iii) use reasonable security precautions in light of your use of the Services, including encrypting any sensitive information by using the encryption feature of the Software, or other encryption method of equal or better strength (iv) cooperate with Fast On Site's reasonable investigation of outages, security problems, and any suspected breach of the Agreement, (v) keep your billing contact and other account information up to date; (vi) immediately notify Fast On Site of any unauthorized use of your account or any other breach of security; (vii) comply with our reasonable restrictions on the total size of files or objects, and (viii) if you are using the

Fast On Site Workgroup Edition, require you subaccount users to comply with the terms of the Terms for Workgroup Subaccounts and with applicable law and the AUP. In the event of a dispute between us regarding the interpretation of applicable law or the AUP, Fast On Site's reasonable determination shall control.

7. TERM. The initial term for each Order begins on the date we make the Services described in the Order available for your use and continues for the period stated in the Order. If no period is stated in the Order, then the initial term shall be one year. Upon expiration of the initial term, the Order will automatically renew for successive renewal terms of one year, unless and until one of us gives the other a written notice of non-renewal at least thirty (30) days prior to the expiration of the initial term, or then-current renewal term, as applicable.

8. FEES. Fast On Site will charge you the recurring and non-recurring fees described in your Order. Unless you have made other arrangements, Fast On Site will charge your credit card without invoice as follows: (i) for recurring fees, either in advance on or around the first day of each billing cycle, or, at Fast On Site's option, in arrears with your non-recurring fees; and (ii) for non-recurring fees (such as storage) on or around the date incurred, or on or around the first day of the billing cycle that follows the date incurred, at Fast On Site's option. Unless otherwise agreed in the Order, your billing cycle will be monthly, beginning on the date that Fast On Site first makes the Services available to you. Fast On Site may suspend all services (including services provided pursuant to any unrelated Order or other agreement we may have with you) if charges to your credit card are rejected or charged back for any reason. Fast On Site may charge interest on overdue amounts at 1.5% per month (or the maximum legal rate if it is less than 1.5%). If any amount is overdue by more than thirty (30) days and Fast On Site brings a legal action to collect, you must also pay Fast On Site's reasonable costs of collection, including attorney fees and court costs. All fees are stated and will be charged in US Dollars. Charges that are not disputed within sixty (60) days of the date charged are conclusively deemed accurate. You must provide Fast On Site with accurate factual information to help Fast On Site determine if any tax is due with respect to the provision of the Services and if Fast On Site is required by law to collect taxes on the provision of the Services, you must pay Fast On Site the amount of the tax that is due or provide satisfactory evidence of your exemption from the tax. Fast On Site may, at its option, require you to make payments through a third party billing service. At the time of this publication, the current fee is \$10/month for up to 10GB of storage plus \$0.25/GB over 10GB – paid annually, prorated for the remainder of the first year in which service is started.

9. FEE INCREASES. We may increase fees at any time by posting the new fees on our website or giving you notice of the increase at least forty five (45) days in advance of the fee increase, except that we may increase the fees for AWS storage on as few as ten (10) days advance notice if Amazon Web Services increases its fees charged to Fast On Site.

10. SUSPENSION. We may suspend your Services without liability if: (i) we reasonably believe that the Services are being used in violation of the Agreement; (ii) you don't cooperate with our reasonable investigation of any suspected violation of the Agreement; (iii) we reasonably believe that your Services have been accessed or manipulated by a third party without your consent, or (iv) as required by law. We will give you reasonable advance notice of a suspension under this paragraph and a chance to cure the grounds on which the suspension are based, unless we determine in our reasonable commercial judgment that a suspension on shorter or contemporaneous notice is necessary to protect Fast On Site or its other customers from imminent and significant operational or security risk. If the suspension was based on your breach of your obligations under the Agreement, then we may continue to charge you the fees for the Services during the suspension, and may charge you a reasonable reinstatement fee (not to exceed \$150) upon reinstatement of the Services.

11. TERMINATION FOR CONVENIENCE. You may terminate the Agreement for convenience at any time by giving us a written notice or closing your account via our online account closing process. We will not refund any prepaid portion of the fees for the Services if you terminate for convenience, and we will charge the usage fees through the effective date of termination. We may terminate this Agreement for

convenience at any time on at least thirty (30) days advance written notice.

12. TERMINATION FOR BREACH. We may terminate the Agreement for breach on written notice if: **(i)** we discover that the information you provided to us about yourself or your proposed use of the Services was materially inaccurate or incomplete, or we determine, in our reasonable discretion, that there is evidence of fraud in connection with your Services, **(ii)** if you are an individual, you were not at least 18 years old or otherwise did not have the legal capacity to enter into the Agreement at the time you submitted the Order for Services, or if you are an entity or fiduciary, the individual submitting the Order for Services did not have the legal right or authority to enter into the Agreement on behalf of the person represented to be the customer, **(iii)** your payment of any invoiced amount is overdue and you do not pay the overdue amount within three (3) days of our written notice, **(iv)** a credit report indicates you no longer meet our reasonable credit criteria, provided that if we terminate on this grounds we must give you a reasonable opportunity to migrate your files from AWS or Cloud Files in an orderly fashion; **(v)** you use your Service in violation of the AUP, or **(vi)** you fail to comply with any other provision of the Agreement and do not remedy the failure within thirty (30) days of our notice to you describing the failure. If we fail to provide the Services in breach of this Agreement, then we will refund you the fees for those Services for the period that we were in breach, provided that the refund will not exceed one month of fees for the Services.

You may terminate the Agreement for breach on written notice if: **(i)** we 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, or **(ii)** we 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.

13. ACCESS TO DATA/BACK UPS. You will not have access to your data stored on Cloud Files or AWS during a suspension or following termination. You agree to keep a current and reliable copy of all your stored files. Fast On Site has no obligation to help you recover files that you or your users may inadvertently delete or corrupt.

14. RESPONSIBILITY FOR USE OF THE SERVICES. You are responsible to Fast On Site for the violation of the Agreement or the Terms for Workgroup Subaccounts by any employee or agent of yours, your workgroup members, any other person to whom you have given access to the Services, and any person who gains access to your files or the Services as a result of your failure to use reasonable security precautions, to the same extent as if you had committed the violation yourself, even if such violation was not authorized by you. You are responsible to Fast On Site for any fees arising from the use of the Services by any of these persons, even if that use was not authorized by you.

15. WARRANTY AND WARRANTY DISCLAIMERS. We warrant that the Services and the Software will conform to the documentation we provide either online or with the Software. You **sole and exclusive** remedy for our breach of this warranty will be a refund of the fees for the billing period during which you notified us of your warranty claim.

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. We disclaim any and all warranties not expressly stated in the Agreement including the implied warranties of merchantability, fitness for a particular purpose, and noninfringement. You are solely responsible for the suitability of the service chosen. Any voluntary services we may perform for you at your request and without any additional charge are provided on an AS IS basis.

16. EXPORT MATTERS. You represent and warrant that you are not on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated National and Blocked Persons and are not otherwise a person to whom Fast On Site is legally prohibited to provide the Services. You may not use the Services for the development, design, manufacture, production, stockpiling, or use of nuclear,

chemical or biological weapons, weapons of mass destruction, or missiles, in a country listed in Country Groups D: 4 and D: 3, as set forth in Supplement No. 1 to the Part 740 of the United States Export Administration Regulations, nor may you provide access to the Service to any person (including any natural person or government or private entity) that is located in or is a national of any country that is embargoed or highly restricted under United States export regulations. The Software contains “strong encryption” that is controlled for export by United States law and the laws of other countries.

17. CONFIDENTIAL INFORMATION. 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, or as may be required by law. Each of us agrees not to disclose the other’s Confidential Information to any third person except as follows:

- (i) to our respective service providers, agents and representatives, provided that such service providers, agents or representatives agree to confidentiality measures that are at least as stringent as those stated in these Terms of Service.
- (ii) to law enforcement or government agency if required by a subpoena or other compulsory legal process, or if either of us believes, in good faith, that the Confidential Information reflects conduct that may violate applicable law;
- (iii) as required by law; or
- (iv) in response to a subpoena or other compulsory legal process, provided that each of us agrees to give the other written notice of at least seven days prior to disclosing Confidential Information under this subsection (or prompt notice in advance of disclosure, if seven days advance notice is not reasonably feasible), unless the law forbids such notice.

18. LIMITATION ON DAMAGES.

Neither of us (nor any of our employees, agents, affiliates or suppliers) is liable to the other for any lost profits or any other indirect, special, incidental or consequential loss or damages of any kind, or for any loss that could have been avoided by the damaged party’s use of reasonable diligence, even if the party responsible for the damages has been advised or should be aware of the possibility of such damages. In no event shall either of us be liable to the other for any punitive damages. Fast On Site’s liability for Cloud Files or AWS downtime shall not exceed an amount equal to your fees for Cloud Files or AWS storage for the billing period during which the downtime occurred.

Notwithstanding anything in the Agreement to the contrary, except for liability based on willful misconduct or fraudulent misrepresentation, and liability for death or personal injury resulting from Fast On Site’s negligence, the maximum aggregate monetary liability of Fast On Site and any of its employees, agents, suppliers, or affiliates in connection with the Services, the Software, the Agreement, and any act or omission related to the Services, the Software, or the Agreement, under any theory of law (including breach of contract, tort, strict liability, and infringement) shall not exceed the greater of One Hundred Dollars (\$100.00) or the amount paid for the Services that are the subject of the claim during the three months prior to the occurrence of the events giving rise to the claim.

19. INDEMNIFICATION. If we, our affiliates, or any of our or their respective employees, agents, or suppliers (the “Fast On Site Indemnitees”) is faced with either: (i) a legal claim by a third party arising out of your actual or alleged gross negligence, willful misconduct, violation of law, failure to meet the security obligations required by the Agreement, violation of the AUP, or violation of Section 16 (Export Matters) of these Terms of Service, or (ii) any legal claim by your authorized workgroup member, then you will pay the cost of defending the claim (including reasonable attorney fees) and any damages award, fine or other amount that is imposed on the Fast On Site Indemnitees as a result of the claim. Your obligations under this subsection include claims arising out of the acts or omissions of your employees, 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. We will choose legal counsel to make decisions regarding the defense of the claim, provided that these decisions must be reasonable and must be promptly communicated to you. We may not settle the claim without your consent, although such consent may not be unreasonably withheld. You must pay expenses due under this Section as we incur them.

20. MICROSOFT SOFTWARE. Cloud Files relies in part on Microsoft software. Microsoft requires that we include Microsoft's license terms that appear at <http://www.rackspace.com/information/legal/microsoftlicense.php>

21. CHANGES TO THE ACCEPTABLE USE POLICY. We may change our Acceptable Use Policy provided that any changes are reasonable and consistent with applicable law and industry norms. Any such changes made during the term of your Agreement will become effective as to you upon the first to occur of: (i) renewal, (ii) your execution of a new/additional Order for your account that incorporates the revised AUP or these Terms of Service, or (iii) ten (10) days following our notice to you describing the change. If the change materially and adversely affects you, you may terminate the Agreement by giving us written notice of termination on such grounds no later than ten (10) days following the date the change became effective as to you and we will not enforce the change as to you for ten (10) days following the date of your notice.

Fast On Site'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, United States mail, or overnight courier. Notices are deemed received as of the time delivered, or if that time does not fall within a business day, as defined below, as of the beginning of the first business day following the time 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 Fast On Site during the performance of the Services shall belong to Fast On Site unless we have agreed with you in advance in writing that you shall have an interest in the intellectual property.

24. ASSIGNMENT/SUBCONTRACTORS

You may not assign the Agreement or sublicense the Software without Fast On Site's prior written consent. We may assign the Agreement in whole or in part as part of a corporate reorganization or a sale of our business, and we may transfer your Confidential Information as part of any such transaction. Fast On Site may use third party service providers to perform all or any part of the Services, but Fast On Site remains responsible to you under this Agreement for work performed by its third party service providers to the same extent as if Fast On Site performed the Services itself.

25. FORCE MAJEURE

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

26. GOVERNING LAW, LAWSUITS

The Agreement is governed by the laws of the State of Illinois, exclusive of any Illinois choice of law principle that would require the application of the law of a different jurisdiction, and the laws of the United States of America, as applicable. The Agreement shall not be governed by the United Nations Convention on the International Sale of Goods. **Exclusive venue for all disputes arising out of the Agreement shall be in the state or federal courts in DuPage County, Illinois, and we each agree not to bring an action in any other venue.** You waive all objections to this venue and agree not to dispute personal jurisdiction or venue in these courts. You agree that you will not bring or participate in any class action lawsuit against Fast On

Site or any of its employees or affiliates. Each of us agrees that we will not bring a claim under the Agreement more than two years after the time that the claim accrued.

27. EVALUATION USE OF SERVICES. If Fast On Site authorizes your use of the Services without charge on an evaluation or trial basis, then notwithstanding anything to the contrary herein, Fast On Site provides the evaluation Services "AS IS" with no representation or warranty. You must stop using the Services at the end of your designated trial period or any time that Fast On Site revokes your trial use rights.

28. SOME AGREEMENT MECHANICS

If these Terms of Service are incorporated in your Order by reference to a page on the Fast On Site website and we revise the Terms of Service posted on that page, those revisions will not be effective as to an Order that we accepted prior to the date we posted the revision until the first day of the renewal period that follows the effective date of the amendment by at least thirty days. However, if over time you sign multiple Orders for a single account, then the Terms of Service posted on the effective date of the latest Order will govern the entire account. Any Terms of Service that you accept as part of the installation of a new version of or update to the Software shall supersede and replace these terms of service in their entirety. Fast On Site may accept or reject any Order you submit in its sole discretion. Fast On Site's provisioning of the Services described in an Order shall constitute Fast On Site's acceptance of the Order.

An Order may be amended by a formal written agreement signed by both parties, or by an exchange of correspondence, including electronic mail that includes the express consent of an authorized individual for each of us. Any such correspondence that adds or modifies Services in connection with an account established by an Order shall be deemed to be an amendment to that Order, notwithstanding the fact that the correspondence does not expressly refer to the Order.

Other than as stated herein, the Agreement may be modified only by a formal document signed by both parties.

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: Order, Terms of Service, Acceptable Use Policy. If any part of the Agreement is found unenforceable by a court or other tribunal, the rest of the Agreement will nonetheless continue in effect and we agree that the tribunal may reform the unenforceable part if it is possible to do so consistent with the material economic incentives of the parties resulting in this Agreement. Each of us may enforce each of our respective rights under the Agreement even if we have waived the right or failed to enforce the same or other rights in the past. Our relationship is that of independent contractors and not business partners. Neither of us is the agent for the other, and neither of us has the right to bind the other on any agreement with a third party. 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." Sections 14, 17, 18, 19, 23, 26, and 29 of these Terms of Service and all other provisions that by their nature are intended to survive expiration or termination of the Agreement shall survive expiration or termination of the Agreement.

If you have made any change to the Agreement documents that you did not bring to our attention in a way that is reasonably calculated to put us on notice of the change, the change shall not become part of the Agreement.

Facsimile signatures, signatures on an electronic image (such as .pdf or .jpg format), and electronic signatures or consent to enter into contract shall be deemed to be original signatures.