



Master Service Agreement

1. Introduction

This is your Service Agreement with rackAID. Your Service Agreement consists of this document, Service Level Agreements, our Acceptable Use Policy (AUP), Privacy Policy, and any agreements with third parties which are “flowed down” to you through this Service Agreement. Each of these agreements are incorporated into your Service Agreement by this reference, and collectively referred to as the “Service Agreement.” Our AUP and Privacy Policy may be found on our website (<http://www.rackaid.com/legal>). Third party agreements flowed down to you may be provided upon request and vary depending upon the exact services requested. You may request copies of any third party agreements via our helpdesk. These policies may change from time-to-time. We will publish changes to this policy to our helpdesk (<http://my.rackaid.com>) and place a notice in our helpdesk news section. It is your obligation, from time-to-time, to review all agreements incorporated into this Service Agreement.

For ease of review, rackAID, LLC. is referred to as we, us, our or rackAID. The individual or entity entering into this Service Agreement with rackAID is referred to as you, your or Customer. Entities providing services to rackAID’s customer through rackAID are referred to as “Third Party,” and their services as “Third Party Services.” Customers may choose to use the services provided pursuant to this Service Agreement to provide its own services. The recipient of these services is referred to as “End User(s),” and the services you provide “Customer Services.”

It is important to understand that this Service Agreement is only between you and rackAID. Even though you may choose to receive Third Party Services through rackAID, you do not have a Service Agreement with the Third Parties providing Third Party Services. If you provide Customer Services to End Users, rackAID is not a party to your Service Agreement with your End Users. You may not undertake any obligations on rackAID’s behalf in your Service Agreements with End Users.

2. Becoming a customer

To become a customer, you confirm your services through our online sales system. An estimate will be sent for your approval. By approving the Services in the helpdesk, sales system or acceptance of the estimate, you accept the terms as defined in this Service Agreement. The products, services and other items you ask us to supply to you are referred to in this Service Agreement as the “Services.” The date on which we approve your order is the “Effective Date” for this Service Agreement. We are not obligated to provide Services to you, and you are not obligated to purchase these Services, until the Effective Date.

When you complete your order, you are required to provide us with information about you (“Customer Information”). We will rely on this Customer Information, and it is your obligation to provide us with correct, understandable and updated information. If you fail to do so, you will be in material breach of this Service Agreement. The entity set out as the “Account Holder” is considered by us to be our customer, and the owner of all information, equipment, data, and other items associated with the account and Services we provide.

If you administer the account on behalf of another individual or entity, you agree that you will do so on a good faith basis. You agree to indemnify us against all losses and liabilities we sustain should you administer the account in ways that are adverse to an End User, the actual owner of the account, and such an activity results in a claim against us or a third party.

3. The Services we provide

The online sales system and estimate are simply a general description of the Services. The specific features of the Services are set out in our “Service Level Agreements”, hereafter referred to as



“SLA(s)”. The attached SLA(s) set out additional terms and conditions governing the Services are part of and incorporated into this Service Agreement.

3.1. Configuration and Support

3.1.1. The Services are provided to you as configured for our standard customer. In some cases, they may have the manufacturer's default settings. You bear ultimate responsibility to ensure that the Services are configured to meet your operational, privacy and security needs. Your hardware, software and any other items you deem necessary to use the Services, must be compatible with the Services. We are not obligated to modify the Services to accommodate your use other than as outlined in any SLAs. You may not terminate this Service Agreement based on your inability to use the Services because such a use is incompatible with the Service. If your use of the Services damages our network or equipment, you will be charged for any repairs we need to make to the network, Services and/or equipment at our standard hourly rate applicable at the time we begin the repairs. We may suspend your use of the Equipment and/or Services until we determine whether your use has damaged them.

3.1.2. The SLAs may contain descriptions related to speed and upload/download capacity. These descriptions assume that the Service is provisioned in the best possible environment. Because of factors beyond our control, and network capacity restrictions, we do not guarantee any speed and/or upload or download capacity. You may not terminate this Service Agreement based on the speed or capacity of the Service.

3.1.3. The description of our standard support for the Services is set out on the applicable SLAs. This support is provided as part of the Services. At your request, we may agree to provide support to you other than that necessary to support the Services (“Additional Support”). This support is provided at our discretion, and will be charged at our standard consulting rate.

3.1.4. Additional Support is provided on a reasonable efforts basis, and is subject to the disclaimers of warranties set out in this Service Agreement. Should your support needs exceed that which we are prepared to provide to support the Services, we would be pleased to prepare a professional services quote for you. We are under no obligation to provide Additional Support and each request will be handled on a case-by-case basis.

3.1.5. We each have an obligation of courtesy in our dealings with one another. We realize that working with technology is often time consuming and frustrating. However, should your interactions with our support team reach a level in which you use profanity, threaten or harass our staff, you will be in material breach of this Service Agreement, and it will be terminated.

3.2. Modifications to the Service

3.2.1. We may make non-material changes to the Service at our discretion. For the purposes of this sub-paragraph only, non-material changes means changes that, as a whole, would not reasonably be expected to affect the use of the Services for the majority of our customers.

3.2.2. Third Parties may have reserved the right to make changes to the Third Party Services. We will use reasonable efforts to determine whether these changes will alter our Services, and work with the Third Parties to mitigate this change. However, we have no liability for these changes and you may not terminate this Service Agreement even if these changes are material changes.



- 3.2.3. If we determine that aspects of the Services pose a material risk of harm to our network, we may make changes to them. We will use reasonable efforts to determine whether these changes will alter our Services, and attempt to mitigate this change. You may not terminate this Service Agreement even if these changes are material changes. We will use reasonable efforts to ensure that the Services set out in your order are available during the Term. However, in certain circumstances we may be unable to continue to provide the Services to you.
- 3.2.4. We will not be in breach of this Service Agreement if we are unable to provide the Services to you (i) because a Third Party stops making key aspects of the Services available to us; (ii) a law, regulation or order prohibits us from providing the Services; (iii) circumstances beyond our reasonable control make it cost prohibitive for us to continue to provide the Services to you; (iv) an "alpha" or "beta" period ends; (v) a trial period ends; or (vi) at any time prior to a Renewal Term.
- 3.2.5. IP Address. If we provide an IP address to you we will retain ownership of it. It may only be used by you while using the Services, and may not be transferred. Upon Termination of this Service Agreement your right to use this IP address will end. IP addresses are recycled.

4. Patching and software support

You control the configuration, updating and general security of the Services not specifically covered by an SLA. There may be certain circumstances in which we apply updates, patches or configuration changes to the Services (Updates) beyond the scope defined in our SLAs. For example, if you have failed to install security Updates and endanger our network, IP reputation or Third Party service contracts, we may act to mitigate this disruption. We have no liability, and you agree to release us from any liability, that results from our actions installing Updates to mitigate such events.

5. Cooperation

- 5.1. We each agree that, in order to carry out our respective obligations set out in this Service Agreement, a level of cooperation and civility is required. While we have endeavored to set out specific instances in which cooperation is required, we each agree to work together to the extent reasonably possible.
- 5.2. You are responsible for legal compliance in your use of the Services. Any advice we provide you about the use of our Services is on an advisory basis. It is important that you secure professional advice and counsel prior to using the Services for any legal matters. No advice given should be construed as legal advice.
- 5.3. rackAID requires that you respect the intellectual property of others. You are required, upon request, to provide us with valid licenses to use software that we install on the Services on your behalf. If we determine, or are informed, that your use of software, or any other item, is not authorized, you agree to cooperate with us to establish that your use is in fact authorized including, but not only, providing us with copies of your license.

6. Confidential Information.

- 6.1 Obligations.

Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to Affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates' employees and agents to



whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its Affiliates' employees and agents in violation of this Section. Confidential Information means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Customer Data is Customer's Confidential Information.

- 6.2 Exceptions.

Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

- 6.3 Required Disclosure.

Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

7. Security

7.1. The security of our network is maintained according to generally accepted industry standards. If we determine that your use of the Services endangers the security of our network, or any of our other customers or third parties, you are required to cooperate with us in a security review. If we determine that your use of the Services has in fact compromised the security of the items, you will be charged for any security remediation. Your ability to use the Services may be suspended during this time. If your security breach is material, we may terminate this Service Agreement.

7.2. You are required to implement industry standard methods to maintain the security of the Services. This includes, but is not limited to, only uploading data, software and other items that you have determined are free of security issues. Your End Users have the same obligation, and you are responsible for their failure to do so.

7.3. You are responsible for the maintenance and security of any software not explicitly identified in the SLA(s).

7.4. You may use the helpdesk to report security breaches to us. It is your obligation to report any security breaches in the Services. Additional fees may apply to assist with security issues not explicitly identified in your SLAs).

8. Service Level Agreements. Please review your SLA(s). You may find current SLA documents in the SLA section of our helpdesk. Our SLAs are your sole and exclusive remedy for disruptions to, or complete failure of, the Service. The SLAs describe specifically the services provided to and the terms and conditions associated with each service. Multiple SLAs may be needed to complete the Service. When there is a conflict between the SLA and this document (Master Service Agreement), the terms and stipulations in this document shall apply.

9. Term



The term of this Service Agreement, or of a particular Service you purchase from us, begins on the Effective Date, and continues through the date set out in your order (Initial Term). It renews for a period of equal length if not properly terminated (Renewal Term). Throughout this Service Agreement, the Initial Term and Renewal Term are referred to collectively as the Term. Unless otherwise stated, the Term is a minimum of one (1) calendar month. Unless otherwise stated, the Renewal Term is one (1) month. rackAID, at its discretion, may prorate the Initial Term as needed to meet internal billing requirements. The Initial Term shall not be greater than one (1) month unless stated on the Order.

10. Fees

- 10.1. The fees (Fees) for the Services are set out on your Order and begin to accrue on the Effective Date.
- 10.2. You are responsible for all fees, charges, taxes and assessments imposed on your use of the Services.
- 10.3. We may offer special promotions during the Initial Term. These special promotions do not apply during any Renewal Terms. Following the Effective Date, any special promotions or discounts offered by us will not be applied to you.
- 10.4. We screen all initial orders for potential fraud. You consent to our use of this screening process, and termination of this Service Agreement should your order fail to meet our screening criteria.
- 10.5. If your negligence, or failure to cooperate with our reasonable requests for assistance to secure our Network, creates tasks for us above and beyond those set out herein, you will be charged emergency rates for our activity. Our emergency rates are twice our current hourly rates.
- 10.6. If you have committed to purchase the Services for a period of time, you must honor this commitment. If you terminate this Service Agreement, other than as permitted in it, you agree to pay us the Fee that would have been due to us had you honored this commitment (Early Termination Fee). The Early Termination Fee will be calculated based on the Service you have terminated, the Fee charged for the Service, multiplied by the Time left in the Term. You agree that the Early Termination Fee is to compensate us for foregoing other opportunities and the costs of making the Service available to you for a fixed period of time, and is not a penalty. The Early Termination Fee will be due immediately on your early termination. No refunds are given for unused portions of the Term.

11. Payment

- 11.1. Your credit card will automatically be charged for the Initial Term, Renewal Terms, emergency charges, bandwidth overages, and any other charges set out in this Service Agreement or in the Order. Invoices may be sent for Additional Services and are due in accordance with our Billing Policy.
- 11.2. It is your responsibility to keep an accurate and valid credit card on file with us. We have no liability to you or any third party should your access to the Services be disrupted by your failure to provide us with a valid credit card, or should the charges on your credit card be declined. You may be charged an additional \$1.00 each time your credit card is declined, and a \$150 Fee should you request to have the Service reinstated following a declination.
- 11.3. If your credit card is declined, or you fail to pay the Fees, the Service will be suspended. This means that the Services will have no access to the Internet. You must pay all past due Fees,



a reconnect fee of \$100 per service, and any other charges, before we will reconnect the Services. If the Services are suspended, you have 15 days to bring your account into compliance or services will be terminated. Our equipment will be recycled in 30 days, and the data on the Services will not be recoverable.

12. Termination

12.1. Termination by you In order to terminate this Service Agreement, or a particular Service, you are required to provide us with written notice of your intent to terminate the Services (Termination Notice). The Termination Notice must be sent to us through the helpdesk no later than 7 days prior to the expiration of the Initial Term or a Renewal Term. Your Termination Notice is only effective if provided through the helpdesk and only if acknowledged by us. All Terminations must be confirmed by providing answers to identity challenges such as your invoice amount, last four digits of your credit card or similar identifying information. The Termination will not be processed until confirmation is successfully completed by us. You should not consider your Termination Notice accepted until confirmed by us. If you fail to receive a response from our helpdesk within one business day, please call our billing department. You will not receive a refund for any prepaid, or unused, Services.

12.1.1. Upon termination, the Service will be disconnected from the Internet. You will have no access to the Service at that time. Once the Service is disconnected, our equipment will be placed in the recycling queue, and recycled without notice to you. You will lose all data on the Service. It is your obligation to arrange for transfer of your data prior to termination.

12.2. Termination by us

12.2.1. We will provide you notice of our intent to terminate this Service Agreement, or a particular Service, 30 days prior to the expiration of an Initial Term or a Renewal Term unless an earlier termination is provided in this Service Agreement. Notice will be provided to you through the helpdesk.

12.2.2. If you fail to pay any Fees due within 15 days of the due date, we will send you a Termination notice. If Fees are not paid, we may terminate the Service without further notice.

12.2.3. We may terminate this Service Agreement, or a particular Service, without notice if: (i) you or an End User violates our AUP and that breach endangers our network or our ability to provide the Services; (ii) a Third Party Vendor stops making essential elements of the Service available to us and we are unable to secure replacement services on reasonable terms; (iii) you file for bankruptcy or reorganization, or such an action is filed against you; (iv) you do not provide us with technical information necessary for us to implement the Service in a commercially reasonable amount of time; and (v) you do not have the level of technical expertise necessary to use the Services, and your use of our technical support services indicates this.

12.3. Termination for material breach. Either party may terminate this Service Agreement, or a particular Service, for the other party's material breach. The party claiming a material breach must provide written notice to the allegedly breaching party, and 10 calendar days to cure. Any notice must contain sufficient information that would allow the allegedly breaching party to cure the material breach. Your termination of this Service Agreement, or a particular Service, is your sole and exclusive remedy for our material breach. The following activities shall be considered to be a material breach on your part entitling us to immediate termination of this Service Agreement without opportunity for you to cure: (i) failure to pay Fees when due; (ii) failure to cure your, or an End User's, violation of our AUP; or (iii) failure to cooperate with our security requests. Either party may terminate this Service Agreement, or a particular Service, immediately if a material breach is incapable of cure.



13. Warranties, Disclaimers And Limitations Of Liability

13.1. Reciprocal Warranties. We each warrant to the other that: (i) we each have the power, authority and legal right to enter into this Service Agreement; and (ii) we each have the power, authority and legal right to perform our obligations under this Service Agreement and all incorporated provisions.

13.2. Your Warranties

13.2.1. You represent and warrant that: (i) you have the experience and knowledge necessary to use the Service; (ii) you understand and appreciate the risks inherent to you, your business and your person, that come from accessing the Internet; (iii) you have sufficient knowledge regarding administering, designing and operating the functions facilitated by the Service to take advantage of the Service; (iv) that in entering into this Service Agreement, and performing the obligations set out in it, you will not violate any applicable laws and regulations; (v) **that you will make backup copies of your data even if you purchase “back up” services from us;** (vi) that you are over the age of 18; and/or (vii) that you will pass through the terms of our AUP and Privacy Policy to End Users in your agreements with them.

13.2.2. You expressly warrant that you own the entire right, title and interest to, or have an appropriate license to use, all materials provided to us, or those which may be accessed or transmitted using the Service. You also warrant that to the extent you do business with other parties using the Service, that they have the same ownership interests in the materials provided to you, or accessed via you, that are set out in this sub paragraph.

13.3. Other than set out in the paragraph entitled “Reciprocal Warranties” we make no warranties, and any implied warranties are expressly disclaimed. In particular, we make no warranties whatsoever about the materials posted on our FAQ, support, or other self-help websites. Your use of this information is at your own risk.

13.4. THE SERVICE IS PROVIDED AS-IS. YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. WE DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS, AND/OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICE WILL MEET ANY OR ALL OF YOUR EXPECTATIONS; WILL OPERATE IN ALL OF THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY YOU; OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. NO EMPLOYEE OR AGENT IS AUTHORIZED TO MAKE ANY WARRANTY ON OUR BEHALF.

13.5. YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU WILL NOT UNDER ANY CIRCUMSTANCES INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, HOLD US OR OUR LICENSORS, AGENTS, EMPLOYEES, OFFICERS AND/OR THIRD PARTY VENDORS, LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, COST SAVINGS, REVENUE, BUSINESS, DATA OR USE, OR ANY OTHER PECUNIARY LOSS BY YOU OR ANY OTHER THIRD PARTY. YOU AGREE THAT THE FOREGOING LIMITATIONS APPLY WHETHER IN AN ACTION IN SERVICE AGREEMENT OR TORT OR ANY OTHER LEGAL THEORY AND APPLY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL WE BE LIABLE TO YOU IN THE AGGREGATE WITH RESPECT TO



ANY AND ALL BREACHES, DEFAULTS, OR CLAIMS OF LIABILITY UNDER THIS SERVICE AGREEMENT FOR AN AMOUNT GREATER THAN THE FEES ACTUALLY PAID BY YOU TO US DURING THE 1 MONTH PERIOD PRECEDING A CLAIM GIVING RISE TO SUCH LIABILITY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; YOU AGREE THAT IN THOSE JURISDICTIONS OUR LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

14. Indemnification

14.1. You agree to indemnify, defend and hold harmless us, our parent, subsidiary and affiliated companies, third party service providers and each of their respective officers, directors, employees, shareholders and agents (each an "indemnified party" and, collectively, "indemnified parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative), and expenses (including, but not limited to, reasonable attorneys' fees) threatened, asserted, or filed by a third party against any of the indemnified parties arising out of or relating to: (i) your use of the Service; (ii) any violation by you of any of our policies; (iii) any breach of any of your representations, warranties or covenants contained in this Service Agreement; and/or (iv) any acts or omissions by you. The terms of this section shall survive any termination of this Service Agreement. For the purpose of this paragraph only, the term "you" as set out in subparagraphs (i) through (iv) include you, End Users, visitors to your website, and users of your products or services, the use of which is facilitated by us.

14.2. We shall indemnify and hold you harmless from, and at our own expense agree to defend, or at our option to settle, any claim, suit or proceeding brought or threatened against you so far as it is based on a claim that the Service infringes any issued U.S. patent or registered U.S. copyright. This indemnification provision is expressly limited to aspects of the Service which are fully owned by us. It does not extend to products or services provided by third parties, including, but not limited to, Third Party Vendors, even if incorporated into the Service. If set out in our agreements with suppliers of third party Services, we will flow down similar intellectual property indemnification provisions to you. This paragraph will be conditioned on your notifying us promptly in writing of the claim and giving us full authority, information, and assistance for the defense and settlement of that claim. You shall have the right to participate in the defense of the claim at your expense. If such claim has occurred, or in our opinion is likely to occur, you agree to permit us, at our option and expense, either to: (i) procure for you the right to continue using the Service; (ii) replace an individual component of the Service with a product or service, regardless of manufacturer, performing the same or similar function as the infringing aspect of the Service, or modify the same so that it becomes non-infringing; or (iii) if neither of the foregoing alternatives is reasonably available, immediately terminate our obligations (and your rights) under this Agreement with regard to such Service and refund to you the price originally paid by you to us for the Service, or the Fee actually received by us from you for the 1 month period immediately preceding the occurrence of the event on which the indemnification claim is based. This shall be your only remedy, and our only obligation to you, should a third party allege that the Service infringes any issued U.S. patent or registered U.S. copyright.

15. General Provisions

15.1. Each of our rights and obligations set out in this Service Agreement are undertaken as independent contractors. Neither of the parties shall have the right to create an obligation on behalf of the other, unless expressly set out in this Service Agreement.



- 15.2. We are not required to provide information to you in conjunction with any civil litigation. If we choose to provide this information to you, it will be subject to a separate agreement, and you will be charged for our expenses in providing this information, including legal fees.
- 15.3. Except for the obligation to pay the Fees, neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including, without limitation, acts of God, weather, hurricanes, floods, earthquake, labor disputes, shortages of supplies, riots, war, fire, epidemics, failures of telecommunication carriers, delays of common carriers, or other circumstances beyond its reasonable control. The obligations and rights of the excused party shall be extended on a day to day basis for the time period equal to the period of the excusable delay. The party affected by such an occurrence shall notify the other party as soon as possible, but in no event less than 10 days from the beginning of the event.
- 15.4. This Service Agreement shall be governed by the internal laws of the State of Florida, excluding its choice of laws. All disputes concerning this Service Agreement shall be brought before the U.S. District Court for the Middle District of Florida located in Jacksonville, Florida. The parties agree that venue and jurisdiction is proper before this court, and agree not to contest notice therefrom. The U.N. Convention on the International Sale of Goods shall not apply to this Service Agreement.
- 15.5. No waiver of rights under this Service Agreement, or any of our policies, or other agreement between the parties shall constitute a subsequent waiver of this or any other right under this Service Agreement.
- 15.6. This Service Agreement may not be assigned by you. It may be assigned by us.
- 15.7. This Service Agreement, the SLA(s), AUP, and Privacy Policy shall be construed as one document and shall supersede all previous understandings of the parties whether oral or written. To the extent that there is a conflict between the terms of these documents, they shall have the following precedence: AUP, Privacy Policy, SLAs, Service Agreement..
- 15.8. This Service Agreement may be executed in one or more counterparts, transmitted by facsimile and acknowledged electronically each of which shall be deemed an original, but which together shall constitute one and the same document.
- 15.9. You agree that we may use your name, and refer to you as a client on our website, on our client lists, and in our marketing. We agree to only use your trademark for this purpose, and not to file any claim that we are entitled to ownership of your trademark.
- 15.10. Both parties have been given the opportunity to review, and if desired, negotiate this Service Agreement. This Service Agreement shall not be construed in favor of one party or the other, for any reason, including, but not limited to, the fact that it was drafted by us.
- 15.11. If we are required to provide notice to you, we will provide it to the address listed for the "account holder." If you are required to provide notice to us, you will provide it to us at the address listed on our website under "contact us" to the attention of "General Counsel." All notices are effective upon receipt. If there is no confirmation of receipt, notices will be effective seven calendar days after placed with a reputable delivery service. Email notices must be accompanied by a form of notice capable of confirmation. However, either party may provide the other with notice, as allowed in this Service Agreement, through the control panel without a requirement of confirmation. Legal notices may not be delivered via the control panel.



15.12. The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument

15.13. The following provisions shall survive the termination or expiration of this Service Agreement: 6, 10, 11, 12.2,13, 14,15