

## Web Hosting General Terms of Service (01/2008)

These Terms of Service (the "Agreement") are an agreement between Simplemac Solutions Inc ("Simplemac Solutions Inc" or "us" or "our") and you ("User" or "you" or "your"). This Agreement sets forth the general terms and conditions of your use of the products and services made available by Simplemac Solutions Inc and of the Simplemac Solutions Inc website (collectively, the "Services"). By using the Services, you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the Services.

- Additional terms may also apply to certain Services, and are incorporated by reference herein as applicable. For example, if you register a domain name with us, then the Domain Registration Agreement will also apply to you and would be incorporated herein.
- It is your responsibility to provide accurate, current, and complete information to Simplemac Solutions Inc, including an email address. If there is ever an abuse issue or we need to contact you, we will use the primary email address we have on file. It is your responsibility to ensure that the contact information for your account, including any domain accounts is accurate, correct and complete at all times. Simplemac Solutions Inc is not responsible for any lapse in the Services, including without limitation, any lapsed domain registrations due to outdated contact information being associated with the domain. If you need to verify or change your contact information, you may contact us [support@simplemacinc.com](mailto:support@simplemacinc.com) or 630-435-6552 to update your contact information. Providing false contact information of any kind may result in the termination of your account. In dedicated server purchases or certain other cases, you may be required to provide government issued identification and possibly a scan of the credit card used for verification purposes. Failure to provide the information requested may result in your order being denied.
- You agree to be fully responsible for all use of your account and for any actions that take place through your account. It is your responsibility to maintain the confidentiality of your password and other information related to the security of your account.
- Any dedicated IP order in addition to those provided with a hosting package may be subject to IP justification. IP justification practices are subject to change to remain in compliance with the policies of the American Registry for Internet Numbers (ARIN). We reserve the right to deny any dedicated IP request based on insufficient justification or current IP utilization.
- The Service and any data you provide to Simplemac Solutions Inc is hosted in the United States (U.S.) unless otherwise provided. If you access the Service from outside of the U.S., you are voluntarily transferring information (potentially including personally-identifiable information) and content to the U.S. and you agreeing that our collection, use, storage and sharing of your information and content is subject to the laws of the U.S., and not necessarily of the jurisdiction in which you are located.
- Simplemac Solutions Inc Content Except for User Content (as defined below), all content available through the Services, including designs, text, graphics, images, video, information, software, audio and other files, and their selection and arrangement, and all software used to provide the Services (collectively, " Simplemac Solutions Inc Content"), are the proprietary property of Simplemac Solutions Inc or Simplemac Solutions Inc licensors. Simplemac Solutions Inc Content may not be modified, copied, distributed,

framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, sold or exploited for any purpose in any form or by any means, in whole or in part, other than as expressly permitted in this Agreement. You may not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from any Simplemac Solutions Inc Content. Any use of Simplemac Solutions Inc Content, other than as specifically authorized herein, is prohibited and will automatically terminate your rights to use the Services and any Simplemac Solutions Inc Content. All rights to use Simplemac Solutions Inc Content that are not expressly granted in this Agreement are reserved by Simplemac Solutions Inc and Simplemac Solutions Inc's licensors.

- User Content

- You may be able to upload, store, publish, display and distribute information, text, photos, videos and other content on or through the Services (collectively, "User Content"). User Content includes any content posted by you or by users of any of your websites hosted through the Services ("User Websites"). You are solely responsible for any and all User Content and any transactions or other activities conducted on or through User Websites. By posting or distributing User Content on or through the Services, you represent and warrant to Simplemac Solutions Inc that (i) you have all the necessary rights to post or distribute such User Content, and (ii) your posting or distribution of such User Content does not infringe or violate the rights of any third party. Solely for purposes of providing the Services, you hereby grant to Simplemac Solutions Inc a non-exclusive, royalty-free, worldwide right and license to: (i) use, reproduce, publicly perform, publicly display, modify, translate, excerpt (in whole or in part), publish and distribute User Content; and (ii) make archival or back-up copies of User Content and User Websites. Except for the rights expressly granted herein, Simplemac Solutions Inc does not acquire any right, title or interest in or to the User Content, all of which shall remain solely with you.
- Simplemac Solutions Inc exercises no control over, and accepts no responsibility for, User Content or the content of any information passing through Simplemac Solutions Inc's computers, network hubs and points of presence or the Internet. Simplemac Solutions Inc does not monitor User Content. However, you acknowledge and agree that Simplemac Solutions Inc may, but is not obligated to, immediately take any corrective action in Simplemac Solutions Inc's sole discretion, including without limitation removal of all or a portion of the User Content or User Websites, and suspend or terminate any and all Services without refund if you violate the terms of this Agreement. You hereby agree that Simplemac Solutions Inc shall have no liability due to any corrective action that Simplemac Solutions Inc may take.

- Third Party Products and Services

- Third Party Providers
- Simplemac Solutions Inc may offer certain third party products and services. Such products and services may be subject to the terms and conditions of the third party provider. Discounts, promotions and special third party offers may be subject to additional restrictions and limitations by the third party provider. You should confirm the terms of any purchase and the use of goods or services with the specific third party provider with whom you are dealing. Simplemac Solutions Inc does not make any representations or warranties regarding, and is not liable for, the quality, availability, or timeliness of goods or services provided by a third party provider. You undertake all transactions with these third party

providers at your own risk. We do not warrant the accuracy or completeness of any information regarding third party providers. Simplemac Solutions Inc is not an agent, representative, trustee or fiduciary of you or the third party provider in any transaction.

- Simplemac Solutions Inc as Reseller or Licensor
- Simplemac Solutions Inc may act as a reseller or licensor of certain third party services, hardware, software and equipment used in connection with the Services ("Non-Simplemac Solutions Inc Products"). Simplemac Solutions Inc shall not be responsible for any changes in the Services that cause any Non-Simplemac Solutions Inc Products to become obsolete, require modification or alteration, or otherwise affect the performance of the Services. Any malfunction or manufacturer's defects of Non-Simplemac Solutions Inc Products, either sold, licensed or provided by Simplemac Solutions Inc to you will not be deemed a breach of Simplemac Solutions Inc's obligations under this Agreement. Any rights or remedies you may have regarding the ownership, licensing, performance or compliance of any Non-Simplemac Solutions Inc Product are limited to those rights extended to you by the manufacturer of such Non-Simplemac Solutions Inc Product. You are entitled to use any Non-Simplemac Solutions Inc Product supplied by Simplemac Solutions Inc only in connection with your use of the Services as permitted under this Agreement. You shall make no attempt to copy, alter, reverse engineer, or tamper with such Non-Simplemac Solutions Inc Product or to use it other than in connection with the Services. You shall not resell, transfer, export or re-export any Non-Simplemac Solutions Inc Product, or any technical data derived therefrom, in violation of any applicable law, rules or regulations.
- Third Party Websites
- The Services may contain links to other websites that are not owned or controlled by Simplemac Solutions Inc ("Third Party Sites"), as well as articles, photographs, text, graphics, pictures, designs, sound, video, information, and other content or items belonging to or originating from third parties ("Third Party Content"). We are not responsible for any Third Party Sites or Third Party Content accessed through the Services. Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us. If you decide to access Third Party Sites or to access or use any Third Party Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable third party's terms and policies, including privacy and data gathering practices of any website to which you navigate.
- Prohibited Persons (Countries, Entities, And Individuals).
- The U.S. Department of the Treasury, through the Office of Foreign Assets Control ("OFAC"), prohibits U.S. companies from engaging in all or certain commercial activities with certain sanctioned countries (each a "Sanctioned Country") and certain individuals, organizations or entities, including without limitation, certain "Specially Designated Nationals" ("SDN") listed by OFAC. If you are located in a Sanctioned Country or are listed as an SDN, you are prohibited from registering or signing up with, subscribing to, or using the Services. Unless otherwise provided with explicit permission, Simplemac Solutions Inc also does not register, and prohibits the use of any of our Services in connection with, any Country-Code Top Level Domain Name ("ccTLD") for any Sanctioned Country.
- Account Security and Simplemac Solutions Inc Systems.

- It is your responsibility to ensure that scripts/programs installed under your account are secure and permissions of directories are set properly, regardless of the installation method. When at all possible, set permissions on most directories to 755 or as restrictive as possible. Users are ultimately responsible for all actions taken under their account. This includes the compromise of credentials such as user name and password. You are required to use a secure password. If a weak password is used, your account may be suspended until you agree to use a more secure password. Audits may be done to prevent weak passwords from being used. If an audit is performed, and your password is found to be weak, we will notify you and allow time for you to change or update your password before suspending your account.
- The Services, including all related equipment, networks and network devices are provided only for authorized customer use. Simplemac Solutions Inc may, but is not obligated to, monitor our systems, including without limitation, to ensure that use is authorized, to facilitate protection against unauthorized access, and to verify security procedures, survivability, and operational security. During monitoring, information may be examined, recorded, copied and used for authorized purposes. By using the Services, you consent to monitoring for these purposes.
- Any account found connecting to a third party network or system without authorization from the third party is subject to suspension. Access to networks or systems outside of your direct control requires the express written consent of the third party. Simplemac Solutions Inc may, at our discretion, request documentation to prove that your access to a third party network or system is authorized.
- Any account which causes us to receive an abuse report may be terminated and/or have access to services suspended. If you do not remove malicious content from your account after being notified by Simplemac Solutions Inc of an issue, we reserve the right to leave access to services disabled.
- Simplemac Solutions Inc reserves the right to migrate your account from one data center to another in order to comply with applicable data center policies, local law or for technical or other reasons without notice.
- HIPAA Disclaimer. We are not "HIPAA compliant."
- You are solely responsible for any applicable compliance with federal or state laws governing the privacy and security of personal data, including medical or other sensitive data. You acknowledge that the Services may not be appropriate for the storage or control of access to sensitive data, such as information about children or medical or health information. Simplemac Solutions Inc does not control or monitor the information or data you store on, or transmit through, the Services. We specifically disclaim any representation or warranty that the Services, as offered, comply with the federal Health Insurance Portability and Accountability Act ("HIPAA"). Customers requiring secure storage of "protected health information" as defined under HIPAA are expressly prohibited from using the Services for such purposes. Storing and permitting access to "protected health information" is a material violation of this Agreement, and grounds for immediate account termination. We do not sign "Business Associate Agreements" and you agree that Simplemac Solutions Inc is not a Business Associate or subcontractor or agent of yours pursuant to HIPAA. If you have questions about the security of your data, you should contact [feedback@Simplemac Solutions Inc.com](mailto:feedback@SimplemacSolutions.com).
- Compatibility with the Services
  - You agree to cooperate fully with Simplemac Solutions Inc in connection with Simplemac Solutions Inc's provision of the Services. It is solely your

responsibility to provide any equipment or software that may be necessary for your use of the Services. To the extent that the performance of any of our obligations under this Agreement may depend upon your performance of your obligations, Simplemac Solutions Inc is not responsible for any delays due to your failure to timely perform your obligations.

- You are solely responsible for ensuring that all User Content and User Websites are compatible with the hardware and software used by Simplemac Solutions Inc to provide the Services, which may be changed by Simplemac Solutions Inc from time to time in our sole discretion.
- You are solely responsible for backing-up all User Content, including but not limited to, any User Websites. Simplemac Solutions Inc does not warrant that we back-up any User Content, and you agree to accept the risk of loss of any and all User Content.
- **Billing and Payment Information**
  - **Prepayment.**
  - It is your responsibility to ensure that your payment information is up to date, and that all invoices are paid on time. You agree to pay for the Services in advance of the time period during which such Services are provided. Subject to applicable laws, rules, and regulations, payments received will be first applied to the oldest outstanding invoice in your billing account.
  - **Taxes.**
  - Listed fees for the Services do not include any applicable sales, use, revenue, excise or other taxes imposed by any taxing authority. Any applicable taxes will be added to Simplemac Solutions Inc's invoice as a separate charge to be paid by you. All fees are non-refundable when paid unless otherwise stated.
  - **Late Payment.**
  - All invoices must be paid within ten (10) days of the invoice due date. Any invoice that is outstanding for more than ten (10) days may result in the suspension or termination of Services. Access to the account will not be restored until payment has been received. If you fail to pay the fees as specified herein, Simplemac Solutions Inc may suspend or terminate your account and pursue the collection costs incurred by Simplemac Solutions Inc, including without limitation, any arbitration and legal fees, and reasonable attorneys' fees. Simplemac Solutions Inc will not activate new orders or activate new packages for customers who have an outstanding balance on their account.
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  - **Fraud.**
  - It is a violation of this Agreement for you to misuse or fraudulently use credit cards, charge cards, electronic funds transfers, electronic checks, or any other payment method. Simplemac Solutions Inc may report any such misuse or fraudulent use, as determined in Simplemac Solutions Inc's sole discretion, to governmental and law enforcement authorities, credit reporting services, financial institutions and/or credit card companies.
  - **Invoice Disputes.**
  - You have ninety (90) days to dispute any charge or payment processed by Simplemac Solutions Inc. If you have any questions concerning a charge on your account, please reach out to our billing department for assistance.
  - **Payment Card Industry Security Standard Disclaimer.**
  - Simplemac Solutions Inc complies with the Payment Card Industry Security Standard ("PCI Standard") in connection with the collection and processing of our

customer's data and billing information. However, you are solely responsible for the security of the data and billing information on your User Website. Simplemac Solutions Inc does not monitor User Websites for PCI compliance and we are not able to verify whether a User Website complies with the PCI Standard.

- Cancellations and Refunds

- Payment Method.
- We accept Credit Cards and Check payments.
- Cancellation Process.
- You may terminate or cancel the Services by giving Simplemac Solutions Inc written notice via email to [support@simplemacinc.com](mailto:support@simplemacinc.com) or call 630.435.6552. In such event: (i) you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation and (ii) Simplemac Solutions Inc may, in our sole discretion, refund all pre-paid fees for basic hosting services for the full months remaining after the effectiveness of such cancellation (i.e. no partial month fees shall be refunded) less any setup fees, applicable taxes and any discount applied for prepayment, provided that you are not in breach of this Agreement. Once we receive your cancellation notice and have confirmed all necessary information with you via email, we will cancel your account.
- Domains.
- Domain renewals are billed and renewed thirty (30) days before the renewal date. It is your responsibility to notify Simplemac Solutions Inc to cancel any domain registration at least thirty (30) days prior to the renewal date. No refunds will be given once a domain is renewed. All domain registrations and renewals are final.
- Termination
- Simplemac Solutions Inc may terminate your access to the Services, in whole or in part, without notice in the event that: (i) you fail to pay any fees due; (ii) you violate this Agreement; (iii) your conduct may harm Simplemac Solutions Inc or others or cause Simplemac Solutions Inc or others to incur liability, as determined by Simplemac Solutions Inc in our sole discretion; or (iv) as otherwise specified in this Agreement. In such event, Simplemac Solutions Inc shall not refund to you any fees paid in advance of such termination, and you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such termination. Additionally, Simplemac Solutions Inc may charge you for all fees due for the Services for the remaining portion of the then current term.
- UPON TERMINATION OF THE SERVICES FOR ANY REASON, USER CONTENT, USER WEBSITES, AND OTHER DATA WILL BE DELETED.
- CPU, Bandwidth and Disk Usage
  - Permitted CPU and Disk Usage.
  - All use of hosting space provided by Simplemac Solutions Inc is subject to the terms of this Agreement and the Acceptable Use Policy.
  - Shared hosting space may only be used for web files, active email and content of User Websites. Shared hosting space may not be used for storage (whether of media, emails, or other data), including, as offsite storage of electronic files, email or FTP hosts. Simplemac Solutions Inc expressly reserves the right to review every shared account for excessive usage of CPU, disk space and other resources that may be caused by a violation of this Agreement or the Acceptable Use Policy. Simplemac Solutions Inc may, in our sole discretion, terminate access to the Services, apply additional fees, or remove or delete User Content for those accounts that are found to be in violation of Simplemac Solutions Inc's terms and

conditions..

- Uptime Guarantee.
- If your shared has a physical downtime that falls short of the 99% uptime guarantee, you may receive one (1) month of credit on your account. This uptime guarantee does not apply to planned maintenance. Approval of any credit is at the sole discretion of Simplemac Solutions Inc and may be dependent upon the justification provided. Third party monitoring service reports may not be used for justification due to a variety of factors including the monitor's network capacity/transit availability. The uptime of the server is defined as the reported uptime from the operating system and the Apache Web Server which may differ from the uptime reported by other individual services. To request a credit, please contact [support@simplemacinc.com](mailto:support@simplemacinc.com) or call 630.435.6552 to request a credit to our Billing department with justification [within thirty (30) days of the end of the month for which you are requesting a credit].
- Shared accounts may not be used to resell web hosting to others. If you wish to resell hosting you must use a reseller account..
- Price Change
- Simplemac Solutions Inc reserves the right to change prices or any other charges at any time. It is your sole responsibility to periodically review billing information provided by Simplemac Solutions Inc.
- Limitation of Liability
- IN NO EVENT WILL SIMPLEMAC SOLUTIONS INC ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SERVICES, OR ANY USER CONTENT, USER WEBSITES OR OTHER MATERIALS ACCESSED OR DOWNLOADED THROUGH THE SERVICES, EVEN IF SIMPLEMAC SOLUTIONS INC IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SIMPLEMAC SOLUTIONS INC'S LIABILITY TO YOU, OR ANY PARTY CLAIMING THROUGH YOU, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO SIMPLEMAC SOLUTIONS INC FOR THE SERVICES IN THE THREE (3) MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT.
- Indemnification
- You agree to indemnify, defend and hold harmless Simplemac Solutions Inc, our affiliates, and their respective officers, directors, employees and agents (each an "Indemnified Party" and, collectively, the "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 attorney's 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 Services, (ii) any breach or violation by you of this Agreement; or (iii) any acts or omissions by you. The terms of this section shall survive any termination of this Agreement..
- Independent Contractor
- Simplemac Solutions Inc and User are independent contractors and nothing contained in this Agreement places Simplemac Solutions Inc and User in the relationship of principal and agent, partners or joint venturers. Neither party has, expressly or by implication, or may represent itself as having, any authority to make contracts or enter into any agreements in

the name of the other party, or to obligate or bind the other party in any manner whatsoever.

- **Governing Law; Jurisdiction**
- Any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based upon an alleged tort, shall be governed by the substantive laws of the State of Texas. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
- **Disclaimer**
- Simplemac Solutions Inc shall not be responsible for any damages your business may suffer. Simplemac Solutions Inc makes no warranties of any kind, expressed or implied for the Services. Simplemac Solutions Inc disclaims any warranty of merchantability or fitness for a particular purpose, including loss of data resulting from delays, delivery failures, wrong deliveries, and any and all service interruptions caused by Simplemac Solutions Inc or our employees.
- **Backups and Data Loss**
- Your use of the Services is at your sole risk. Simplemac Solutions Inc's backup service runs once a week and overwrites any of our previous backups. Only one week of backups are kept at a time. This service is provided only to shared and reseller accounts as a courtesy and may be modified or terminated at any time at Simplemac Solutions Inc's sole discretion. Simplemac Solutions Inc does not maintain backups of dedicated accounts. Simplemac Solutions Inc is not responsible for files and/or data residing on your account. You agree to take full responsibility for all files and data transferred and to maintain all appropriate backup of files and data stored on Simplemac Solutions Inc's servers. Any shared account using more than 20 gigs of disk space will be removed from our off site weekly backup with the exception of databases continuing to be backed up. All data will continue to be mirrored to a secondary drive to help protect against data loss in the event of a drive failure.
- **Limited Warranty**
- THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE BASIS." EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, SIMPLEMAC SOLUTIONS INC AND OUR AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, FOR THE SERVICES PROVIDED HEREUNDER. SIMPLEMAC SOLUTIONS INC AND OUR AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES (I) THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR COMPLETELY SECURE; (II) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES; OR (III) AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION PROVIDED THROUGH THE SERVICES. SIMPLEMAC SOLUTIONS INC AND OUR AFFILIATES, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS ARE NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM USERS OR STORED BY USERS ON OR THROUGH THE SERVICES. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.
- **Disclosure to Law Enforcement**
- Simplemac Solutions Inc may disclose User information to law enforcement agencies without further consent or notification to the User upon lawful request from such agencies. We



- cooperate fully with law enforcement agencies.
- Entire Agreement.
- This Agreement, including documents incorporated herein by reference, supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof, and this Agreement constitutes the sole and entire agreement between the parties with respect to the matters covered hereby.
- Headings.
- The headings herein are for convenience only and are not part of this Agreement.
- Changes to the Agreement or the Services
  - Simplemac Solutions Inc may modify, add, or delete portions of this Agreement at any time. If we have made significant changes to this Agreement, we will post a notice on the Simplemac Solutions Inc website for at least thirty (30) days after the changes are posted and will indicate at the bottom of this Agreement the date of the last revision. Any revisions to this Agreement will become effective when posted unless otherwise provided. You agree to any modification to this Agreement by continuing to use the Services after the effective date of any such modification.
  - Simplemac Solutions Inc reserves the right to modify, change, or discontinue any aspect of the Services at any time.
- Severability
- If any provision or portion of any provision of this Agreement is found to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions or portions (unless otherwise specified) thereof shall remain in full force and effect.
- Waiver
- No failure or delay by you or Simplemac Solutions Inc to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of any right or remedy. No express waiver of, or assent to, any breach of or default in any term or condition of this Agreement by any party hereto shall constitute a waiver of, or an assent to, any succeeding breach of or default in the same or any other term or condition hereof.
- Assignment; Successors
- You may not assign or transfer this Agreement or any of your rights or obligations hereunder, without the prior written consent of Simplemac Solutions Inc. Any attempted assignment in violation of this Agreement shall be null and void and of no force or effect whatsoever. Simplemac Solutions Inc may assign our rights and obligations under this Agreement, and may engage subcontractors or agents in performing our duties and exercising our rights hereunder, without the consent of User. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- Force Majeure
- Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.
- Third-Party Beneficiaries
- Except as otherwise expressly provided in this Agreement, nothing in this Agreement is

intended, nor shall anything herein be construed to confer any rights in any person other than the parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, user acknowledges and agrees that any supplier of a third-party product or service that is identified as a third-party beneficiary in the service description, is an intended third-party beneficiary of the provisions set forth in this Agreement as they relate specifically to its products or services and shall have the right to enforce directly the terms and conditions of this Agreement with respect to its products or services against user as if it were a party to this Agreement.