Dotsquares
GENERAL TERMS AND CONDITIONS

1. THE HOSTING SERVICES AGREEMENT

The Hosting Services Agreement incorporates the following documents by reference: (i) the Services Description that describes the Services you are buying and related fees; (ii) these General Terms and Conditions containing the general terms and conditions applicable to all Services; (iii) the specific Product Terms and Conditions containing the additional terms for the particular Hosting Services you are buying; (iv) the Acceptable Use Policy; and (v) if your Hosted System will be provided from data centres located both in the United Kingdom and one or more non-U.K. jurisdictions, the Country Specific Terms that may be applicable in those jurisdictions. When we use the term "Hosting Services Agreement" or "Agreement" in any of these documents, we are referring collectively to all of them. The Agreement is effective as of the date of the email sent to you by Dotsquares expressly confirming acceptance of your order.

2. DEFINED TERMS

Some words used in the Agreement have particular meanings:

"Acceptable Use Policy" or "AUP" means the Dotsquares Acceptable Use Policy emailed along with, as of the date you sign the Agreement.

"Affiliate" means a subsidiary or holding company of either party to this Agreement and any subsidiary of such holding company .

"Business Day" or "Business Hours" means 8:00 a.m. – 5:00 p.m. Monday through Friday, excluding public holidays in the United Kingdom and 10:00 a.m. – 7:00 p.m. Monday through Friday, excluding public holidays in India.

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including: (i) for you, all information transmitted to or from, or stored on, your Hosted System, (ii) for Dotsquares, unpublished prices and other terms of service, audit and security reports, product development plans, solution diagrams, data centre designs (including non-graphic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

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

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

"Hosting Services" means: (i) Dotsquares's provision for your use of the Hosted System described in the Services Description, and (ii) Support.

"Product Terms and Conditions" means the terms and conditions for the particular Hosting Services you are buying.

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

"Service Level Agreement(s) (SLA)" means a guarantee or guarantees identified as a "Service Level Guarantee" or "Service Level Guarantees" in the applicable Product Terms and Conditions.

"Services" means Hosting Services (Shared, VPS and Dedicated) and Supplementary Services, collectively.

"Supplementary Services" means those services you purchase from Dotsquares other than the Hosting Services, such as database administration or "DBA" services, and assistance or support for the application that you operate on your Hosted System.

"Support" has the meaning stated in the applicable Product Terms and Conditions.

3. OUR OBLIGATIONS

Dotsquares's obligation to begin providing Services is contingent on your satisfaction of Dotsquares's credit approval criteria. Dotsquares will provide the Hosting Services in accordance with the Services Description, the Service Level Guarantees, and other specifications in this Agreement. Dotsquares will perform any Supplementary Services in a good and professional manner. Dotsquares will maintain security practices, and will provide the specific security services described in your Managed Services Description. Dotsquares will perform all Services in accordance with applicable law.

4. YOUR OBLIGATIONS

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

5. PROMISES WE DO NOT MAKE

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

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

5.3 We do not have knowledge of the data you store within your Hosted System, including the quantity, value or use of the data. You are therefore responsible to take all reasonable steps to mitigate the risks inherent in the provision of the Services, including data loss. The Services that Dotsquares has agreed to provide to assist you to mitigate such loss (if required) are set out in the Services Description, which may include backup services and geographically

redundant servers. Dotsquares does not promise to back up your data unless you have purchased backup services. If you purchase backup services Dotsquares does not promise to retain any data backup(s) for longer than the agreed data retention period as set out in the Services Description. In all events, you release Dotsquares from liability for loss of data to the extent that the data has changed since the time that we were last required by the Agreement to perform a backup.

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

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

6. UNAUTHORISED ACCESS TO YOUR DATA OR USE OF THE SERVICES

Dotsquares is not responsible to you or any third party for unauthorised access to your data or the unauthorised use of the Services. You are responsible for the use of the Services by any employee of yours, any person you authorise to use the Services, any person to whom you have given access to the Services, and any person who gains access to your data or the Services as a result of your failure to use reasonable security precautions, even if such use was not authorised by you.

7. TAXES ON SERVICES

If Dotsquares is required by law to collect taxes on the provision of the Services, you must pay Dotsquares the amount of the tax that is due or provide Dotsquares with satisfactory evidence of your exemption from the tax. You must provide Dotsquares with accurate factual information to help Dotsquares determine if any tax is due with respect to the provision of the Services.

8. EXPORT MATTERS

You represent and warrant and undertake that you will not possess, use, import, export or resell (and shall not permit the possession, use, importation, exportation, or resale of) the Services or any information or technical data provided by Dotsquares to you under this Agreement in any manner which would cause Dotsquares or its Affiliates to breach any applicable export control laws, rules, or regulations of any jurisdiction (including without limitation those under UK and US law). Without limitation, you represent and warrant and undertake that you will not use the Services for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles; illegal gambling, terrorism, narcotics, trafficking, or arms trafficking; nor will you provide administrative access to or permit use of the Services by any persons (including any natural person, government or private entity or other form of body corporate) that is located in or is a national of any country that is embargoed or highly restricted under United Kingdom or US export laws, rules or regulations.

9. CHANGES TO THE ACCEPTABLE USE POLICY

9.1 We may change the Acceptable Use Policy to reflect changes in law, regulation or accepted industry practice. The revised AUP will become effective as to you on the first to occur of:

9.1.1 the first day of a renewal term for the Agreement that begins at least thirty (30) days after the time that the revised AUP has been posted or emailed;

9.1.2 your execution of a new or additional agreement for all or part of your Hosted System that incorporates the revised AUP by reference; or

9.1.3 thirty (30) days following our written notice to you of the revision to the AUP.

9.2 If your compliance with the revised AUP would adversely affect your use of the Hosting Services, and you give a written notice of your objection no later than thirty (30) days following the date that the revised AUP would otherwise have become effective as to you, we will not enforce the revision as to you until sixty (60) days following the date the revision would otherwise have become effective as to you, and you will continue to be subject to the prior version. During the sixty (60) day period, you may elect to terminate the Agreement on these grounds by giving written notice. If you do not elect to terminate during the sixty (60) day period, then the revised AUP will become effective as to you as of the end of the sixty (60) day period. If you terminate your Services under this Subsection, we may decide to waive that change as to you and keep your Agreement in place for the remainder of the term.

10. SUSPENSION OF SERVICES

10.1 We may suspend Services without liability if:

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

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

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

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

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

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

11. TERMINATION FOR BREACH

11.1 You may terminate the Agreement for breach if we:

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

11.1.2. fail to meet the Managed Services Support as mentioned.

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

11.2 We may terminate the Agreement for breach if:

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

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

11.2.3. your payment of any invoiced amount is overdue and you do not pay the overdue amount within three (3) Business Days of our written notice;

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

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

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

11.2.7. you breach Section 7 (Export Control) of the AUP;

11.2.8. with the exception of Section 7 (Export Control) of the AUP for which Sub-Section 11.2.7 applies, you breach any provision of the AUP more than once even if you remedy each breach; or

11.2.9. your agreement for any other Dotsquares service is terminated for breach of the acceptable use policy applicable to that service.

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

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

12. CONFIDENTIAL INFORMATION

12.1 Each of us agrees not to use the other's Confidential Information except in connection with the performance or use of the Services, as applicable, the exercise of our respective legal rights under the Agreement, 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:

12.1.1 to each of 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 this General Terms and Conditions; or

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

12.1.3. as required by law; or

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

13. LIMITATION ON DAMAGES

13.1 Subject to clause 13.2, but without prejudice to Dotsquares's right to the fees for the Services, including any early termination fee (if applicable) and your right to service credits under the applicable Service Level Guarantee or SLA:

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

13.1.1.1 for Hosting Services, an amount that is one (1) time the monthly recurring fee under this Agreement as of the time of the occurrence of the event(s) giving rise to the claim; and

13.1.1.2 for Supplementary Services, the greater of the fees paid for the Supplementary Services that are the subject of the claim;

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

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

13.2.1 death or personal injury caused by its negligence; and

13.2.2 any fraud or fraudulent misrepresentation.

13.3 The service credits stated in the Service Level Guarantee are your exclusive remedy for Dotsquares's failure to meet those guarantees for which service credits apply.

13.4 Termination of the Agreement is your exclusive remedy for Dotsquares's failure to meet the Managed Services Support.

13.5 Each party agrees to ensure that it will be responsible for making its own arrangements for the insurance of any loss in excess of its accepted legal liability as necessary.

14. INDEMNIFICATION

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

14.2 We will choose legal counsel to defend the claim, provided that these decisions must be reasonable and must be promptly communicated to you. You must comply with our reasonable requests for assistance and cooperation in the defence of the claim. We may not settle the claim without your consent, although such consent may not be unreasonably withheld, delayed or conditioned. You must pay reasonable legal fees and expenses due under this clause as we incur them.

15. PUBLICITY

You agree that we may publicly disclose that we are providing Services to you and may use your name and logo to

identify you as our customer in promotional materials, including press releases. We will not use your name or logo in a manner that suggests an endorsement or affiliation.

16. SOFTWARE

16.1 General. You may not copy any software we provide for your use, unless expressly permitted by this Agreement. You may not remove, modify or obscure any copyright, trade mark, or other proprietary rights notices that appear on any software we provide for your use. Unless permitted by the terms of an open source software licence, you may not reverse engineer, decompile or disassemble any software we provide for your use except and to the extent that you are expressly permitted by applicable law to do this, and then following at least ten (10) days advance written notice to Dotsquares. In addition to the terms of this Agreement, your use of any Microsoft® software is governed by Microsoft's licence terms, including use restrictions on Microsoft software that is provided for your use under a subscriber access licence or "SAL" or an "anonymous" licence as indicated in your Services Description. If you use any non-Dotsquares supplied software on your Hosted System, you represent and warrant to Dotsquares that you have the legal right to use the software in that manner. On Dotsquares's request you will certify in writing that you are in compliance with this clause and any other software licence restrictions that are part of the Agreement, and will provide reasonable evidence of your compliance as we may reasonably request.

16.2 Customer Provided Licences. If we have agreed to install, patch or otherwise manage software for you in reliance on your licence with a software vendor (rather than Dotsquares's or its data center's licence with the software vendor), then you represent and warrant that you have a written licence agreement with the software vendor that permits Dotsquares to perform these activities. You agree that you will provide Dotsquares with evidence of licensing as Dotsquares may reasonably require prior to the scheduled deployment date, and from time to time as necessary to update the status of the licence. If you fail to provide the required evidence of licensing, Dotsquares may, at its option, either:

16.2.1. delay the deployment date for the Hosted System that was to include such software until such time as the required evidence is provided;

16.2.2. deploy the Hosted System in reliance on Dotsquares or its Datacenter's licensing agreement with the software vendor, and charge you its standard fee for the use of the software until such time as the required evidence is provided; or

16.2.3. suspend or terminate the Agreement.

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

17. RECOMMENDATIONS

Dotsquares personnel may from time to time recommend third party software or other products and services for your consideration. Dotsquares MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING SUCH PRODUCTS AND SERVICES. Your use of any products and services not provided by Dotsquares, is governed by the terms of your agreement with the provider of those products and services, and is at your sole risk. Dotsquares is not responsible in any way for the third party product's performance, features or failures.

18. WHO MAY USE THE SERVICES

You may permit your subsidiaries and affiliated companies to use the Services if you wish, however you are responsible for the acts or omissions of your permitted users. Dotsquares will provide support only to you, not to

your customers, subsidiaries or affiliates. There are no third party beneficiaries to the Agreement, meaning that your customers, subsidiaries, affiliates, and other third parties do not have any rights against either of us under the Agreement.

19. DATA PROTECTION

Each of us agrees to comply with our respective obligations under the Data Protection Act 1998 (the "Act") as applicable to personal data that it controls or processes as part of, or in connection with, its use or provision of the Services. Specifically, but without limitation, you must comply with the Act as it relates to personal data that you store or transfer using your Hosted System. You agree that, subject to the requirements of this paragraph and Dotsquares's obligations stated in Section 27 (Assignment,Subcontractors), Dotsquares may give its affiliates and subcontractors outside of the European Economic Area (EEA) access to personal data you store on your Hosted System. For example, we may provide our India or US offices/affiliates with access to your Hosted System so that the India or US office/affiliate may provide Support to you during our off office hours in the UK.

20. DATA CENTRES

We are constantly upgrading our data centre facilities and in order for you to benefit from this, you agree that we may relocate your servers within our data centres, make changes to the provision of the Services, URLs and your IP addresses and may establish new procedures for the use of the Services. We may also make changes to DNS records and zones on Dotsquares operated or managed DNS servers as we deem necessary for the operation of the shared network infrastructure. In each case, we will give you reasonable advance notice (except in emergency) and use all reasonable endeavours to minimise the effect that such change will have on your use of the Services.

21. NO HIGH RISK USE

You may not use the Services in any situation where failure or fault of the Services could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, you may not use, or permit any other person to use, the Services in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or medical life support devices.

22. SERVICES MANAGEMENT AGENT

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

23. NOTICES

Your routine communications to Dotsquares regarding the Services, including any notice of non-renewal, should be sent to your Dotsquares Support team using the email.

Dotsquares's routine communications regarding the Services and legal notices will be send by electronic mail to the individual(s) you designate as your contact(s) on your account. Notices are deemed received as of the time delivered, or if that time does not fall on a Business Day, 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.

24. 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 Dotsquares during the performance of the Service(s) shall belong to Dotsquares unless we have agreed with you in advance in writing that you shall have an interest in the intellectual property.

25. OWNERSHIP OF OTHER PROPERTY

You do not acquire any ownership interest in or right to possess the Hosted System, and you have no right of physical access to the Hosted System. We do not acquire any ownership interest in or right to the information you transmit to or from or store on your Dotsquares servers or other devices or media.

26. INTELLECTUAL PROPERTY INFRINGEMENT

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

27. ASSIGNMENT/SUBCONTRACTORS

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

28. FORCE MAJEURE

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

29. GOVERNING LAW, LAWSUITS

The Agreement is governed by the English law and each of us expressly and unconditionally submits to the exclusive jurisdiction of the courts of England and Wales except that Dotsquares may seek to enforce any judgment anywhere in the world where you may have assets. Each of us agrees that it will not bring a claim under the Agreement more than six (6) months years after the event giving rise to the claim occurred.

30. SOME AGREEMENT MECHANICS

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

signed Agreement will govern the entire Hosted System, unless otherwise agreed in writing.

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

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

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

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

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

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

30.8 Survival. All terms of the Agreement requiring you to pay any fees for Services provided prior to the time of expiration or termination or requiring you to pay an early termination fee, and all other provisions of the Agreement that by their nature are intended to survive expiration or termination of the Agreement.

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

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

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