



Floburn General Terms

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Floburn Inc. is not a law firm and does not provide legal advice. Retain your own counsel for advice specific to your situation.

What these terms are. These terms are part of each MicroForensics Engagement Letter that names this version by its date, as if set out in it. Where these terms and that signed document disagree, the signed document prevails. Floburn keeps every version of these terms at its own address for as long as an Agreement that names it runs, and gives the Client a PDF of any version on request. A later version binds the Client only by a Change Order, Operated-Service Order or amendment signed by both Parties, as the Agreement provides. In these terms "the Agreement" means that Engagement Letter with its Schedules and every Statement of Work, Operated-Service Order and Change Order signed under it; "the Client" and "Floburn" are its Parties, each a "Party"; and a capitalized term has the meaning the Agreement gives it.

When a notice takes effect

An email notice takes effect when sent on a Business Day before 5:00 PM Pacific, otherwise the next Business Day, and a bounced email is no notice; a mailed or couriered notice takes effect on the carrier's recorded delivery date.

A text message, or a reply to an automated message, is never a notice.

Waiver and severability

A waiver is in a signed writing naming it; delay or a single exercise waives nothing. An unenforceable term applies as far as it can and the rest stands.

Force majeure

Neither Party is in breach for a delay or failure caused by an event outside its reasonable control that it could not reasonably have prevented (fire, flood, earthquake, wildfire or evacuation order, epidemic, government act, others' labor disputes, or carrier, internet, power or hosting failure) for as long as it lasts. The affected Party promptly tells the other and reasonably works around it.

Never excused: payment for service already delivered; each Party's confidentiality and data-protection duties; and Floburn's duty to restore the already-captured Record and deliver the export to the Custodian of Records as soon as the event allows.

If such an event stops work under a Statement of Work for more than thirty consecutive days, either Party may end that phase by notice. Floburn's staffing, a vendor's change to the Client's payroll, timekeeping or telematics system, and lack of money are not such events.

Assignment

Neither Party may assign the Agreement or delegate its duties without the other's written consent, except on notice to a successor to substantially all of its business that assumes it in writing.

Talking first

Before filing anything over a breach, a Party gives notice of it, and for thirty days a Floburn officer and the Sponsor or a Client officer discuss it in good faith, limitation periods paused meanwhile; this delays no notice, suspension, records request, hold or court order, and a court order protecting the Record or Confidential Information may be sought at any time.

Counterparts and electronic signatures

Counterparts and electronic signatures have the effect of ink, and each Party consents to electronic notices.

How the Agreement reads

Headings do not affect interpretation; bold quoted terms keep their meaning throughout; a clause reference is to the Agreement unless another document is named.

Taxes

Fees exclude taxes; the Client pays any sales, use or similar tax on its purchases, and Floburn pays the taxes on its own income and business, passes none through, and delivers a California Form 590 with its first invoice.

Purchase orders and portal terms

A purchase order, vendor form, portal terms or invoice acknowledgment adds nothing, even if Floburn signs it to be paid.

Site visits

On the Client's site Floburn's people follow the Client's safety rules and escort, and the Client tells them of hazards a visitor needs to know.