

DIGITAL AGENCY RESELLER AGREEMENT

Beasley Media Group, LLC

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THIS DIGITAL AGENCY RESELLER AGREEMENT CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU.

This Digital Agency Reseller Agreement (this “Agreement”), represents and constitutes the entire agreement between Beasley Media Group, LLC doing business as Guarantee Digital (“GD”) and the entity with whom you represent (“Reseller”). GD and Reseller are referred to in this Agreement collectively as the “Parties” and individually as a “Party.”

Agreement

1. Definitions.

1.1. “Client” means Reseller’s customers or clients that purchase or receive Services on a Reseller-branded basis.

1.2. “Client-Furnished Material” means, collectively: (i) the domain name for Client Websites; (ii) any names, passwords and other account access information for any of the Social Media Sites and Location-Based Sites created by or for Client; (iii) all information, data, content and material furnished by Reseller or Client for storage, use, reproduction, posting, display, exhibition, transmission, publication and/or distribution (as the case may be) whether on or via the Client Properties, GD’s systems, or otherwise, including, without limitation, names, marks, logos, designs, slogans, text, writings, publications, artwork, graphics, images, photos, animations, videos, audios, links, software and social media plug-ins; and (iv) all hardware, software and other goods and services procured and maintained by Reseller or Client pursuant to Section 4.10 of this Agreement.

1.3. “Client Properties” means, collectively, Client Websites, the Social Media Sites and Location-Based Sites (as applicable).

1.4. “Client Websites” means the consumer-facing website of Clients as designed (whether by Reseller or Client using the GD design tools or otherwise), constructed and hosted by GD as part of the Services pursuant to this Agreement.

1.5. “Confidential Information” means any non-public technical, business, or other information or materials disclosed or otherwise made available by either GD or Reseller to the other Party regarding this Agreement or the Services, that are in tangible form and labeled “confidential” or the like, or are provided under circumstances reasonably indicating confidentiality.

1.6. “Excused Outage” means any outage, unavailability, interruption, delay or degradation of the Services or a Client Website resulting from or caused by any of the following: (i) scheduled downtime, maintenance or repair; (ii) any act or omission by Reseller or anyone acting under its authority or on its behalf; (iii) any Client-Furnished Material; (iv) any User-Generated Material; or (v) Force Majeure.

1.7. “Force Majeure” means a cause or event that is beyond the reasonable control of GD and could not reasonably have been foreseen or avoided, including, without limitation, third-party network or system outage, hacking, virus attack or other form of sabotage, Acts of God, acts of government, strikes, lockouts, riots, insurrection, civil commotion, war and terrorist attacks.

1.8. “GD-Furnished Material” means, collectively: (i) all GD names, marks, logos, designs and brand images; (ii) all links and advertisements provided by GD; (iii) all GD systems and all hardware, software, tools, technologies, processes, methods, techniques and know-how provided by GD (whether for use by GD, Reseller, Client

or otherwise) in the rendering of the Services; and (iv) all results, work products and deliverables of the Services (including, without limitation, all Client Properties source code, object code, HTML files, Java files, data files, scripts, programs, templates, user interface designs, themes, page layouts and look and feel, and documentation created by GD), but excluding Client-Furnished Material contained therein.

1.9. “GD Systems” means all computer servers, networks and systems owned, controlled or operated by GD and/or its corporate affiliates in connection with the rendering of the Services.

1.10. “IP” means any and all forms of intellectual property, including, without limitation, patent, trade secret, copyright and trademark.

1.11. “Location-Based Sites” means the local business listing for a Client on certain leading location-based websites selected by GD in its sole discretion. The Location-Based Sites may (but are not required to) include Google, Bing, Yahoo, MapQuest and Yelp.

1.12. “Rate Card” means GD’s rate card for the Services found at guaranteedigital.com, which may be updated, supplemented, amended, revised, or otherwise changed by GD in its sole discretion upon 120 days written notice to Reseller.

1.13. “Services” means the services provided by GD to or on behalf of Reseller as set forth on the Rate Card.

1.14. “Social Media Sites” means certain social media sites selected by GD in its sole discretion. The Social Media Sites may include, without limitation, Facebook, LinkedIn, TikTok, Twitter and YouTube.

1.15. “User” means any individual who visits or uses a Client Website but excludes the Parties and the Client and anyone who uses such Client Website on behalf of a Party or the Client.

1.16. “User-Generated Material” means any content or material uploaded, posted, submitted or transmitted by a User on or via a Client Website.

2. **Appointment and Authority of Reseller.**

2.1 **Appointment.** Subject to the terms and conditions set forth in this Agreement, GD appoints Reseller to resell the Services on a Reseller-branded basis to Clients.

2.2 **Direct Sales by GD or Sales by Third Parties.** Subject to the terms and conditions set forth in this Agreement, GD and its affiliates reserve the right, and shall have the right, exercisable in its sole discretion, to (a) market, solicit, sell, and offer for sale the Services directly to digital marketing and services customers (including Clients) and (b) appoint third parties to refer, solicit, or resell the Services to customers of digital marketing services (including Clients), in either case, without the consent of or notice to Reseller; provided, however, that in no event shall GD directly or indirectly target Reseller’s Clients or use GD’s Confidential Information to target Reseller’s Clients.

3. **Reseller Duties.** Reseller, for itself and on behalf of its Clients, shall be responsible for: (a) compliance with any and all applicable third-party terms of service, privacy policies and similar documents for platforms, networks and/or websites that Reseller or a Client uses in connection with the Services; (b) the legality, accuracy and quality of Client-Furnished Material, including ensuring that Reseller’s use or a Client’s use of the Services to collect, process, store and transmit User Personal Information (as defined below) is compliant with all applicable laws and regulations as well as any and all privacy policies, agreements or other obligations Clients may maintain or enter into with its Users such as all legally required consents and permissions; (c) obtaining any and all rights or licenses from Client to use, reproduce, post, display, exhibit, transmit, publish, and/or distribute (as the case may be) such Client’s Client-Furnished Material solely for the purposes of providing the Services during the Term; (d) any Client-Furnished Material infringing upon or violating any right of any third party; (e) requiring Clients to maintain terms of use and

privacy policies on Client Websites that comply with the terms and conditions of this Agreement and applicable law and regulations; and (f) to the extent applicable, complying with any and all of Social Media Sites terms and conditions. Notwithstanding anything to the contrary in this Agreement, Reseller shall not directly or indirectly: make any representations, warranties, guarantees, indemnities, or other commitments (i) actually, apparently or ostensibly on behalf of GD to a Client or (ii) to any Client with respect to the Services that have not been expressly made by GD to Reseller hereunder.

4. **Services.**

4.1 **Services.** Subject to the terms and conditions of this Agreement, GD shall provide the Services. GD reserves the right to add Services or modify and replace with a substantially-similar Service from time-to-time in its sole discretion. GD agrees to use commercially reasonable efforts to ensure that during the Term, Client Websites will be operational and accessible to Users 99.9% of the time, except during any Excused Outage.

4.2 **Subcontractors.** Reseller acknowledges and agrees that GD may, in its sole discretion, use one or more third-party contractors (each, a “Subcontractor”) to provide the Services and/or other services related to the operations of the Client Properties, which may include, without limitation, data processing and storage, data security, website design and hosting, technical support, purchase and payment processing, order fulfillment, and other e-commerce related functions.

4.3 **Feedback.** If Reseller or a Client provides GD with any feedback or suggestions regarding the Services (“Feedback”), Reseller, for itself and on behalf of Clients, hereby assigns to GD all rights in and to such Feedback and agrees that GD shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. GD will treat any Feedback provided to GD as non-confidential and non-proprietary. Reseller agrees, for itself and on behalf of Clients, that Reseller and Clients will not submit to GD any information or ideas that are considered by either of them to be confidential or proprietary.

4.4 **Reservation of Rights.** Notwithstanding anything in this Agreement to the contrary, Reseller acknowledges and agrees that GD shall have the absolute right, at any time and with or without notice to Reseller, to (i) suspend, disable, block, restrict or limit access to Client Websites or any portions thereof and/or (ii) take down and remove any content or material (including, without limitation, any Client-Furnished Material, any User-Generated Material, or any GD-Furnished Material) from a Client Website, if doing so, in GD’s sole judgment, is necessary or advisable in order to comply with any applicable law or regulation or to protect GD or its corporate affiliates from actual or potential claims or liabilities, or for any content or material which GD determines is offensive (including any pornographic images, any foul language, disparaging remarks, references to illegal substances, derogatory remarks regarding the religion, sexuality, politics, appearances or other characteristics or beliefs of any other person or entity, etc.), or infringes, misappropriates or violates any IP or other right of any person or entity.

4.5 **GD-Furnished Material.** Subject to the terms and conditions of this Agreement, GD hereby grants to Reseller a non-exclusive, non-transferable, non-sublicensable (other than to Clients), limited right and license to use GD-Furnished Material solely for the purposes of making the Services available to Clients during the Term.

4.6 **Domain Names.** Reseller shall, to the extent necessary for GD to provide the Services, give GD full access to the Client’s domain name account and authorize GD to maintain and manage the account during the Term. Upon the expiration or termination of this Agreement, GD shall turn over the control of Client Websites domain names to Reseller.

4.7 **User Personal Information.** To the extent Users can register, open an account, make a purchase, or otherwise disclose their personal information (i.e. information that is personally identifiable of a User, which may include name, email address, phone number, mailing address, date/year of birth, and credit card or other payment account information) (collectively “User Personal Information”) on a Client Website, the Parties acknowledge and agree that all User Personal Information collected on or from such Client Website is owned by such Client and may be used by such Client in accordance with such Client’s privacy policy. Reseller shall require Clients to: (i) assume full responsibility for the safeguarding of the security of all User Personal Information in its possession or control and

(ii) comply with its privacy policy all applicable laws and regulations pertaining to the privacy or security of User Personal Information, and shall cause all those acting under Client's authority or on Client's behalf to do the same.

4.8 **User Aggregate Data.** Reseller, for itself and on behalf of Clients, acknowledges and agrees that GD may (whether directly or through one or more Subcontractors) collect and derive aggregate data (i.e., information that does not identify any User individually, such as site traffic data and anonymous demographic information about Users) from the Client Properties, and that all such aggregate data shall become the property of GD and may be freely used by GD and its corporate affiliates for any and all lawful purposes.

4.9 **Restrictions on Use.** Reseller shall not and shall cause Clients to not: (i) use any of the Services or the Client Properties or any GD-Furnished Material to engage in fraudulent, deceptive or misleading activities or practices; (ii) use any of the Services or the Client Properties or any GD-Furnished Material to engage in infringement, misappropriation or violation of any IP or other rights of any person or entity; (iii) use any of the Services or the Client Properties or any GD-Furnished Material to engage in spam or transmission or distribution of unsolicited commercial messages in violation of applicable laws or regulations; (iv) use or handle any User Personal Information in violation of the published privacy policy for a Client Website or any applicable law or regulation pertaining to the privacy or security of User Personal Information; (v) use any of the Services or the Client Properties or any GD-Furnished Material to offer or promote illegal, unlawful, violent, harassing, discriminatory, derogatory, defamatory, libelous, pornographic, obscene, sexual, vulgar, or otherwise objectionable or offensive content or activities; (vi) use any of the Services or the Client Properties or any GD-Furnished Material in violation of U.S. export control laws or regulations; (vii) except as otherwise contemplated in this Agreement, copy, reproduce, distribute, sell or resell, or prepare derivative works from, any of the Services or the Client Properties or any GD-Furnished Material; (viii) reverse-engineer, decompile or disassemble the Client Properties or any GD-Furnished Material; (ix) use any of the Services to advertise or sell cannabis or cannabis related products; or (x) solicit, induce, cause or authorize others to do any of the above.

4.10 **Hardware.** Reseller acknowledges agrees that GD will not be responsible for procuring and maintaining any hardware, software, Internet access, network connections, and other goods and services required for a Client or Reseller to access or use the Services.

4.11 **Third-Party Accounts.** To the extent that a Client is required to provide GD with access to any Social Media Sites, Location-Based Sites, or domain name sites in order for GD to provide the Services for and on behalf of Reseller, Reseller shall, or shall cause such Client to, (a) provide GD with the ability or right to create its own login and passwords on such sites or platforms and (b) not provide to GD any of such Client's login information or passwords.

4.12 **CBD and Hemp.** To the extent Reseller requests that GD provide advertising of hemp or CBD related products for and on behalf of a Client, Reseller represents, warrants, and covenants that: (i) such Client is located in a state in which it is legal to sell and advertise the products such Client will advertise with GD, such Client's business complies with that state's laws, including any applicable licensing requirements, and any applicable federal laws, the products such Client is selling have been legally produced and distributed and such Client is legally authorized to distribute, market, or sell those products under applicable federal and state laws; (ii) the CBD products are derived from industrial hemp grown in compliance with a federal, state, or tribal program in compliance with the Agriculture Improvement Act of 2018 (sometimes called the "2018 Farm Bill") and are properly considered "hemp" as defined in that law; (iii) any advertisements such Client provides to Reseller for publication or included on such Client Website complies with federal and state law, including all restrictions the state places on hemp-CBD-related advertising; (iv) the content of such Client's advertisements are not targeted at people under the age of 18 and such Client will not attempt to use the Services to target advertisements at people under the age of 18; (v) the content of such Client's advertisements does not link hemp-CBD to a disease or health related condition nor claim or imply that hemp-CBD is intended for use in the diagnosis, cure, mitigation, treatment, or prevention of any disease or other health condition, nor claim or otherwise imply that hemp-CBD is intended to affect the structure or any function of the body; and (vi) GD has final approval rights on all advertising content and may reject any advertisement, in its sole discretion for any or no reason.

4.13 **Ownership.** As between the Parties: (i) all GD-Furnished Material and all IP rights associated therewith shall remain the sole property of GD and all use thereof by Reseller or Clients shall inure to the sole benefit

of GD and (ii) all Client-Furnished Material and all IP rights associated therewith shall remain the sole property of Clients and all uses thereof by GD and Reseller shall inure to the sole benefit of Client.

4.14 Third-Party Links & Ads. The Services may contain links to third-party websites and services (including, without limitation, WPEngine), and/or display advertisements for third parties (collectively, “Third-Party Links & Ads”). Such Third-Party Links & Ads are not under the control of GD, and GD is not responsible for any Third-Party Links & Ads. GD provides access to these Third-Party Links & Ads only as a convenience to Reseller and Clients, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. Reseller acknowledges and agrees that Reseller and Clients will use all Third-Party Links & Ads at such party’s own risk, and should apply a suitable level of caution and discretion in doing so. When Reseller or a Client visits any Third-Party Links & Ads, the applicable third party’s terms and policies apply, including the third party’s privacy and data gathering practices. Reseller should make whatever investigation it feels necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links & Ads.

5. Fees and Payment.

5.1 Fees. In consideration for the Services and for the right to resell the Services to Clients on a Reseller-branded basis, in each case, in accordance with and subject to the terms and conditions set forth in this Agreement, Reseller shall pay GD the fees in the amounts and at the times as set forth in the then-applicable Rate Card (the “Fees”). All Fees are NON-REFUNDABLE regardless of whether Reseller has been paid by the applicable Client for the Services related to such Fees. Reseller shall reimburse GD, within thirty (30) days of being invoiced by GD, for any out-of-pocket costs incurred by GD in rendering the Services (the “Miscellaneous Costs”), including, without limitation: (i) to the extent applicable, the costs of maintaining the domain name for Client Websites; and (ii) if applicable, the costs of providing e-commerce features, customer support services and other solutions (e.g., shopping cart and electronic ordering/purchase processing, dedicated customer support hours and other services).

5.2 Billing and Contact Information. Reseller shall provide GD with current and accurate billing and contact information and shall promptly notify GD of any change in such information. If the billing or contact information provided by Reseller is incorrect or incomplete or becomes outdated, GD shall have the right to immediately suspend the Services and access to the Client Properties without any liability to Client, until current and correct billing and contact information is provided by Reseller.

5.3 Timely Payment. Reseller acknowledges and agrees that: (i) timely payment of the Fees for each billing period is essential to the continuation of the Services; (ii) Reseller’s failure to pay the Fees on time for a given billing period shall entitle GD to immediately suspend the Services and access to the Client Properties without any liability to Reseller; and (iii) if Reseller’s account is delinquent for thirty (30) days or more, then in addition to its other rights and remedies, GD shall have the right to terminate this Agreement with immediate effect upon notice to Reseller, upon which GD will, without any liability to Reseller, cease all of the Services, permanently deactivate and terminate the Client Properties, and permanently delete the Reseller account and all Client-Furnished Material from GD’s systems.

5.4 Taxes. The Parties agree that Reseller shall pay the full amount of the Fees, exclusive of any sales, use, excise, value-added or other similar taxes, all of which shall be the responsibility of Reseller.

6. Term and Termination.

6.1 Term. This Agreement shall commence on the Effective Date and shall continue for twelve (12) months and will renew for successive twelve (12) month periods thereafter, unless otherwise terminated in accordance with Section 6.2. The initial term and any annual renewal thereafter shall be referred to herein as the “Term.”

6.2 Termination. Reseller may terminate this Agreement at any time by providing notice to GD and immediately ceasing the resale and use of the Services. GD may terminate this Agreement (a) if Reseller is in breach of this Agreement and fails to cure the breach upon 30 days’ notice by GD (such notice only being required if curing the breach is feasible) and (b) upon 90 days’ notice for any reason. GD may also terminate this Agreement immediately if Reseller is the subject of any voluntary or involuntary bankruptcy or insolvency petition or proceeding.

6.3 **Effect of Termination.** Upon any termination or expiration of this Agreement: (i) all unpaid and accrued Fees and Miscellaneous Costs amounts (including interest thereon, if any) owed by Reseller shall become immediately due and payable to GD; (ii) all rights and licenses granted by each Party to the other Party under this Agreement shall automatically cease and terminate; (iii) GD will cease all of the Services, permanently deactivate and terminate the Client Properties, and permanently delete the Client account and all Client-Furnished Material from GD's systems; (iv) Reseller shall have no further right or permission to access or use, except for the Client-Furnished Materials: (1) the Client Websites, including any templates, designs or look-and-feel contained therein; (2) GD's systems; (3) any of the GD-Furnished Material; and (4) any of the Services; (v) to the extent Client is in possession of any GD-Furnished Material (including any copies thereof), Reseller shall, or, as applicable cause each Client to, promptly return the same to GD or, if so requested by GD, promptly destroy (or have destroyed) the same; and (vi) notwithstanding anything herein to the contrary, all of the provisions of Sections 1, 3, 4.3, 4.7, 4.8, 4.13, 4.14, 5, 6.3, 7, 8, 9, 10, 11, and 12 (including all definitions pertaining thereto) of this Agreement shall specifically survive any termination or expiration of this Agreement. Once this Agreement has been terminated, (a) GD will not, and will not be able, to assist Reseller with any website migration tasks; and (b) any use of a Client Website may require Reseller or Client, as the case may be, to obtain certain license rights from third parties (i.e., WPEngine). As between the Parties, it is Reseller's sole responsibility to maintain offline backups of Client Websites at all times.

7. **Indemnification.** Reseller shall indemnify, defend and hold harmless GD and its corporate affiliates and their respective directors, officers, employees, agents and representatives from and against all third-party claims, demands, actions, suits and proceedings, as well as all associated liabilities, judgments, awards, damages, settlements, penalties, fines, costs and expenses (including, without limitation, attorneys' fees) (collectively "Third-Party Claims"), which result from or are caused by: (i) use or misuse, storage, or handling of any User Personal Information by Reseller or anyone acting under its authority or on its behalf; (ii) violation by Reseller, a Client, or anyone acting under its authority or on its behalf, of the published privacy policy for a Client Website or any applicable law or regulation pertaining to the privacy or security of User Personal Information; (iii) the registration or use of a Client Website Domain Name; (iv) any Client-Furnished Material; (v) use of the Client Properties, or any activity conducted on or via the Client Properties, by Reseller or a Client or anyone acting under its authority or on its behalf; (vi) violation of any applicable law or regulation by Reseller or a Client or anyone acting under its authority or on its behalf; (vii) any breach of this Agreement by Reseller or anyone acting under its authority or on its behalf; or (viii) any disputes between Reseller and Clients.

8. **Disclaimers.** EXCEPT AS EXPRESSLY OTHERWISE STATED HEREIN, ALL OF THE SERVICES AND THE CLIENT PROPERTIES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, GD HEREBY SPECIFICALLY DISCLAIMS, WITH RESPECT TO THE SERVICES AND THE CLIENT PROPERTIES, ANY AND ALL (I) IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, (II) WARRANTIES OF TITLE AND NON-INFRINGEMENT, (III) WARRANTIES ARISING FROM ANY COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND (IV) WARRANTIES THAT THE SERVICES AND THE CLIENT PROPERTIES WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE.

9. **Limitations of Liability.**

9.1 **No Consequential Damages.** IN NO EVENT WILL GD BE LIABLE HEREUNDER TO RESELLER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF BUSINESS OR OPPORTUNITY, OR LOSS OF USE OR DATA, EVEN IF GD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

9.2 **Maximum Liability.** IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF GD HEREUNDER TO CLIENT, REGARDLESS OF THE FORM OF CLAIM OR ACTION, EXCEED A SUM EQUAL TO THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY RESELLER TO GD DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ARISING OF THE RELEVANT CLAIM OR ACTION.

10. **Confidential Information.**

10.1 **Protection.** Either Party (the “recipient”) may use Confidential Information of the other Party (the “discloser”) disclosed to it in connection with this Agreement solely to exercise its rights and perform its obligations under this Agreement or as otherwise permitted by this Agreement. The recipient shall use reasonable care to protect the Confidential Information of the discloser in the same manner as the recipient protects its own Confidential Information of a similar nature, but in any event with not less than reasonable care. The recipient may disclose the discloser’s Confidential Information only to the recipient’s employees, or to third parties, who have a need to know the Confidential Information for purposes of this Agreement, and who are under a duty of confidentiality no less restrictive than as specified in this Section 10.

10.2 **Exceptions.** The recipient’s obligations under Section 10.1 with respect to any of the discloser’s Confidential Information will terminate if the recipient can show by written records that the information: (i) was, at the time of disclosure by the discloser, already rightfully known to the recipient without any obligation of confidentiality; (ii) was disclosed to the recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; (iii) at the time of disclosure is, or through no fault of the recipient has become, generally available to the public; or (iv) was independently developed by the recipient without access to or use of the discloser’s Confidential Information. If the recipient is required by subpoena, court order, agency action, or any other legal or regulatory requirement to disclose any of the discloser’s Confidential Information, the recipient shall provide the discloser with notice and a copy of the demand as soon as practicable, unless the recipient is prohibited from doing so pursuant to applicable law. If the discloser requests, the recipient will, at the discloser’s expense, take reasonable steps to contest any required disclosure. Notwithstanding Section 10.1, the recipient may share the discloser’s Confidential Information as required by such subpoena, court order, agency action, or other legal or regulatory requirement, but the recipient will limit the scope of any disclosure to only the information the recipient is required to disclose.

10.3 **Injunctive Relief.** Nothing in this Agreement limits either Party’s ability to seek equitable relief.

11. **Governing Law; Venue.** This Agreement, including all disputes and controversies between the Parties arising from or connected to this Agreement, shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to its conflict of laws rules. The parties irrevocably consent to the personal jurisdiction of the state courts located in the State of Florida or the federal courts, in each case, located in the Southern District of Florida for any suit or action arising from or related to this Agreement.

12. **Miscellaneous.**

12.1 **Publicity.** Neither Party shall issue any press release or public announcement about this Agreement or the relationship of the Parties hereunder unless such press release or announcement is issued jointly by the Parties.

12.2 **Relationship of the Parties.** The relationship of the Parties hereunder is that of independent contractors. Nothing in this Agreement shall be deemed or construed to constitute an agency, partnership or joint venture between the Parties.

12.3 **No Assignment.** Reseller may not assign this Agreement, in whole or in part, without the prior written consent of GD which consent will not be unreasonably withheld, conditioned or delayed. attempted assignment without such consent shall be null and void. GD may assign this Agreement, without consent, to any successor to all or substantially all its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Subject to the foregoing, this Agreement will inure to the benefit of the parties’ permitted successors and assigns.

12.4 **Notices.** All notices and other communications required or permitted under this Agreement shall be in writing and sent by courier or via e-mail or facsimile to the respective addresses set forth on the signature page below. Any Party may change its address for notification under this Agreement, by notifying the other Party in accordance with this Section.

12.5 **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings, communications and

agreements, written or oral, between them with respect thereto. Other than with respect to the Rate Card, this Agreement may not be amended or modified, except by a written instrument executed by both Parties. This Agreement may be amended from time to time by GD in GD's sole and absolute discretion. Changes to this Agreement will take effect 7 days after GD has posted an initial notification on GD's website or otherwise provides written notice of the change to Reseller; provided, however, that changes to the Rate Card will take effect 120 days following the date of written notice to Reseller. Client's Order may not be amended or modified, except by a written instrument executed by both Parties. If Reseller elects to not accept the changes to this Agreement, Reseller must (i) provide written notice to GD and (ii) promptly cease using and reselling the Services. In the case the Reseller does not provide such notice prior to the amendments becoming binding, by continuing to use and resell the Services, Reseller agrees that it is consenting to any such changes to this Agreement.

12.6 **Severability.** If any provision or any portion of any provision of this Agreement is held to be illegal, invalid or unenforceable, such shall be deemed stricken and deleted from this Agreement to the same extent and effect as if never incorporated herein, but all other provisions of this Agreement and any remaining portion of any provision which is not deemed illegal, invalid or unenforceable shall continue in full force and effect.

12.7 **No Waiver.** No failure or delay by a Party to exercise any remedy in the event of a breach of this Agreement by the other Party will in any way operate as a waiver of such remedy, nor will any single or partial enforcement of any remedy for breach preclude the further enforcement of such remedy or the enforcement of any other remedy.

12.8 **Third Party Rights.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or confers upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.