

PROGRESSIVE DENTAL MARKETING, LLC TERMS AND CONDITIONS

The following terms and conditions govern the products being sold and services rendered by Progressive Dental Marketing, LLC (“PDM”) for the Client as set forth in the Order Form. Upon the Client’s signature on the Order Form, the Client and PDM shall be bound by these terms and conditions. The Order Form and these terms and conditions collectively constitute the agreement for the purchase and sale of products and services (the “Agreement”). The products and services being provided to the Client are outlined in the Order Form and are referred to herein as the “Project.”

1. **Term and Termination:** This Agreement shall be in effect for the term set forth in the Order Form. Should Client decide not to renew this Agreement upon its expiration, it shall provide PDM with written notice thereof at least thirty (30) days in advance of the expiration date; failure to provide such notice shall result in an automatic renewal of the Agreement for an additional twelve (12) months. PDM reserves the right to not renew the Agreement in its discretion. **THIS AGREEMENT MAY NOT BE TERMINATED BY CLIENT PRIOR TO ITS EXPIRATION UNLESS OTHERWISE STATED HEREIN.**
 - i. **Termination of Monthly Media Buys:** Client acknowledges that: (a) PDM has expended substantial effort and expense and in most cases has committed to a long term buy of advertising in reliance on the Client’s commitment to the Project represented by this Agreement, and (b) any termination prior to the expiration of the Agreement will cause substantial hardship to PDM as a result. If, however, termination is unavoidable due to, for example, the closing of an office or the sale of a practice, the Client agrees that it shall pay the lump sum within forty - five (45) days to PDM under the Agreement through the end of the term thereof and that such payment is reasonable under the circumstances. Any engagement with Client hereunder that requires the acquisition of a television and/or newspaper advertising campaign (“Media Campaign”) shall require a minimum term of six (6) months and shall require the payment of a deposit consisting of an amount equal to two months (first and last) of the campaign. If PDM is providing a Media Campaign, the Agency of Record Agreement, once signed by the Client, is incorporated herein. **Non-solicitation of Third Party Media Providers:** Client hereby agrees that during the term of this Agreement and for a period of three (3) months following the termination of this Agreement, whether the termination shall be voluntary or involuntary, with or without cause, or whether the termination is solely due to the expiration of this Agreement, Client will not hire or attempt to hire any third party media provider used by PDM for Client’s media campaign. If Client terminates this Agreement prior to the end of such six (6) months (or other term, if that term is longer than six (6) months), then, in addition to any other amount owed by the Client as a result of such termination, Client shall forfeit any and all such deposited money, and shall remain liable for the payment of any other amounts remaining under this Agreement and any collateral agreement with a third party advertising provider.
 - ii. **Termination of Monthly Maintenance, Hosting & Support:** If at any point Client elects to terminate the Monthly Maintenance, Hosting & Support of Client’s website, Client shall give written notice to its designated Account Manager. Within five (5) days

of PDM's receipt of Client's request to cancel, the Account Manager shall provide Client with termination paperwork that must be completed and returned to PDM. Once the paperwork is returned to the designated Account Manager, PDM will complete the domain and site transfer. Such transfer typically takes twenty (20) days, but may take longer depending on Client's cooperation. Client will continue to be billed the Monthly Maintenance, Hosting & Support Fee until the transfer of the domain and site files is complete.

- iii. **Termination of Pay Per Click ("PPC") and Search Engine Optimization ("SEO") Services:** If PDM is providing PPC and SEO Services to Client, PDM shall require a minimum of a ten (10) month term ("Minimum Term") from the first date the PPC and SEO Services commence, as stated in the Order Form. After the Minimum Term, Client may cancel the services by providing thirty (30) days written notice to Client's designated Account Manager. Client will continue to be billed for PPC and SEO Services until the expiration of the thirty (30) day notice.
2. **Control and Exclusivity:** PDM shall solely determine the methods it shall use to produce the Project, including, without limitation, the programs, tools, and labor required as part of the Project, the geographic areas where advertising and marketing efforts shall be directed, and the tools it employs as part of the Project. PDM reserves the right to retain any third party contractors, vendors, or service providers that it deems necessary to assist in such work. The Client understands that PDM provides marketing and web services for numerous entities, including other oral health care providers and accordingly, neither this Agreement nor any of the services are exclusive to Client. The geographic focus of advertising or marketing efforts are based on factors such as, but not limited to, the Client's budget and its market demographics, and the Client understands and acknowledges that other PDM clients may be competitive with the Client.
3. **Charges, Taxes, and Payment Terms:** In consideration of PDM's performance of the Project, Client agrees to pay PDM the initial fees, monthly fees, and any other one-time or recurring charges set forth in the Order Form. Services beyond the scope of the Order Form which are requested by the Client shall be billed at PDM's then current rate for which PDM provides services at the time the services are provided. Client agrees to pay for creative work and any other additional services provided by PDM unless otherwise agreed to in writing by both parties ("Additional Work"). Additional Work by PDM outside the scope of the initially agreed upon Project budget shall be billed at One Hundred Twenty Dollars (\$120.00) per hour with 0.33 hour minimum increments. Client agrees that these terms and conditions will apply to all additional work PDM performs at Client's request that is in addition to the original scope of the Project. If the Client orders a stop work on any Project for any reason, Client agrees to pay for services performed by PDM in full within forty-five (45) days from the date the work was stopped on presentation of an invoice. Any usage, sales, or other taxes levied by any governmental agency or authority based on the provision of the services, shall be paid by the Client, whether or not identified on the Order Form. Monthly payments for the Project and Additional Work shall commence immediately, except that charges for the website will commence once it is substantially complete. No refunds of any fees or charges paid by Client will be made, except as may be expressly stated on the Order Form. To the extent PDM contracts with third party service providers, including search engines and other Internet

marketing or advertising providers, any amounts paid thereto are subject to a management fee to cover monitoring, creation, and advancement of all search engine marketing campaigns. Such management fee shall equal fifty percent (50%) of the amount paid to such providers. All payments are due upon date of invoice, and payments not received within forty-five (45) days of such date shall be subject to a late charge in the amount of one and one-half percent (1.5%) of the unpaid amount for each month (or partial month) such amount remains unpaid (or the highest amount allowed by law, if less). Furthermore, if any invoice amount is not paid when due, PDM reserves the right to accelerate all of the payments remaining due under the Agreement and to demand payment thereof from Client five (5) days after written notice; provided that, if Client pays all previously invoiced amounts then due within said five (5) days, such acceleration shall be withdrawn.

4. **Additional Remedies for Breach:** If Client is in breach of this Agreement, whether through its failure to make payments due hereunder or otherwise, PDM shall be entitled, at its sole discretion, and in addition to any other remedies available to it hereunder, to discontinue and remove placement of Client's website and any advertisements, and such discontinuance shall not constitute a breach of the Agreement by PDM, nor shall it entitle Client to any set-off, reduction, or abatement of the payments due by Client to PDM hereunder, or to any delay in the timing of the payments which are due hereunder. If the website is removed for nonpayment and the Client desires to have the site re-established by PDM, after payment of all past due amounts, Client shall pay a reactivation fee of Six Hundred Fifty Dollars (\$650.00), which amount must be paid prior to reactivation of the website.
5. **Client Responsibility:** Client shall have completed PDM's Questionnaire to the best of its ability; it being understood that the information provided by the responses to the Questionnaire are a critical part of the process of developing, designing, and building the website and creating any advertising. Further, Client agrees that it shall: (1) be responsive to calls and e-mails during the building and creating process; (2) attend a website review call; (3) review all finished materials; (4) approve content for marketing purposes; and (5) attend a marketing strategy call. PDM shall provide training to Client's staff with regard to all aspects of the Project including, but not limited to, the handling of calls and other inquiries generated by advertising and the website. Such initial training is included in the initial fee for the Project paid pursuant to the Order Form; provided that Client shall pay all of its own costs and expenses of attending such training. It is critical that the Client provide an adequate number of staff to attend such training in order to take full advantage of the Project. Additional training shall be made available from time to time thereafter during the term of the Agreement, in PDM's sole discretion, and may be offered remotely (via webcast or teleconference). In-person training or other training that is beyond the scope of that offered to other clients shall be subject to additional charges. Training resources, such as online videos and certain written materials, are available free of charge either on request or on PDM's website.
6. **Client Representations for All Products and Services Offered by PDM:** Client makes the following representations and warranties for the benefit of PDM:
 - i. Client represents to PDM and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to PDM are owned by Client, or that Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend PDM and its subcontractors,

agents, employees, insurers, and assigns from any claim or suit arising from the use of such elements furnished by Client.

- ii. Client guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to PDM for inclusion on the website above are owned by Client, or that Client has received permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and defend PDM and its subcontractors from any liability or suit arising from the use of such elements.
 - iii. From time to time, governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. Client agrees that the Client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend PDM and its subcontractors from any claim, suit, penalty, tax, or tariff arising from Client's exercise of Internet electronic commerce.
 - iv. Client represents that all licenses and certifications that Client is advertising are in good standing with the appropriate governing agencies and licensing boards.
7. **Website Content:** If the building and creating of a website is part of the Project, PDM will have final approval of the content of any web pages. Client shall submit any artwork and copy that may be necessary to complete the work on the website as requested by PDM. If Client fails to supply PDM with artwork and copy that PDM deems necessary (or that the Client has specifically requested to be included) to complete its work on the website, PDM may at its option do one or all of the following: (1) create a website for the Client or, if that isn't practical or desirable in PDM's sole discretion, (2) declare the Client in breach of this Agreement; and unless such breach is promptly remedied, further declare that full payment of all amounts then due or that shall become due thereafter under the Agreement is immediately due and owing.
8. **Website Hosting:** During the term of the Agreement, and unless the Client elects to host the website on its own servers, the website will be hosted on the server of PDM's choosing, and may be changed at any time at PDM's sole discretion.
9. **Domain:** As may be required pursuant to the Order Form, PDM shall obtain a domain name (URL) for the Client if the Client does not already have one and the Client shall pay for same at the time of acquisition, as well as any ongoing registration fees. The Client retains ownership of the URL at all times. As part of the Project, PDM will manage the domain registration on the Client's behalf. If, however, Client retains control of the domain, Client represents that all changes requested by PDM will be fulfilled within thirty (30) days from the date of PDM's request. If Client fails to fulfill PDM's request within thirty (30) days, PDM shall have the right to take Client's website offline. Client will be subject to a \$650.00 reactivation fee to put the website back online.
10. **Substantial Completion:** PDM will notify the Client at substantial completion of the website, which means that the website is nearly complete and ready to launch. The Client will then have thirty (30) calendar days from the date of such notice to request further changes. After said thirty (30) days, the website shall be considered complete and any further changes based on the Client's requests after such time will be billed at One Hundred Twenty Dollars (\$120.00) per hour for any PDM personnel involved in such work with a .33 hour increment minimum,

or at PDM's then prevailing rates, if different whichever is higher. Changes can be sent via e-mail but shall require a confirmation e-mail for validation. All such change requests may be sent to: changes@progressivedental.com.

11. **Copyright Notice; Right Upon Termination:** Copyright to the finished website produced by PDM will be owned by PDM; provided, however, upon termination or expiration of this Agreement, and as long as the Client has paid all sums due to PDM as of such date, the Client will be assigned all necessary rights to use the website content for their own purposes, except that rights to licensed works, including photos, graphics, source code, work-up files, and computer programs, which have not previously been transferred to the Client, will remain the property of their respective owners. To the extent the Client's use of such property is restricted by the owner or subject to a license fee, transfer, or other charge, such arrangements and costs shall be the Client's responsibility. Subject to the foregoing, Client may transfer the site to another server, provided that such server is compatible. PDM is not responsible for site functionality or performance during a transfer or after a transfer has been completed. PDM reserves the right to display graphics used for the Client as examples of their work in their respective portfolios, including on PDM's website. Client agrees to allow PDM to use their testimonial statements for promotional purposes. All Web Design Projects will contain a copyright/legal statement with a link to PDM's website.
12. **Video Services:** If the creation and production of video(s) is part of the Project, PDM will produce and create video(s) for airing on media outlets and/or the Client's website, as detailed in the Order Form. In addition to the cooperation obligations set forth in this Agreement, Client shall provide a location for the video and participants for the video and shall participate timely in the video shoot. Client shall provide more than thirty (30) days notice to reschedule a video shoot. If less than thirty (30) days notice of rescheduling is provided, then Client agrees to pay a \$1000 rescheduling fee and agrees to pay all non-refundable travel expenses PDM incurs as a result of the cancellation. Client acknowledges that once the video is delivered, Client has the right to use the video in the normal course of business, but has no right to alter the video in any way without the written consent of PDM. Client will promptly schedule the video shoot. Upon completion of each video, Client will be provided the opportunity to review the video. Client shall have five (5) business days to provide PDM with a list of suggested changes. Written notice of approval or a written list of changes must be submitted by electronic mail (e-mail) to changes@progressivedental.com. If Client fails to submit a written notice of approval or a written list of changes within five (5) days, Client waives its right to have the video edited, and Client's acceptance of the video will be assumed. PDM is not obligated to proceed with launching the video until it receives written approval. Upon receipt of any changes, PDM will undertake to make all changes which are reasonably necessary. Changes beyond the scope of the Order Form shall require a Change Order and may result in an additional fee paid to PDM.
13. **SEO Services:** If the Project includes Search Engine Optimization ("SEO Services"), PDM agrees to provide Client with SEO Services as described in this Agreement. PDM is authorized to use the specific keywords and/or phrases provided by Client for development, improving the ranking of, and/or positioning the contents of the Client's URL(s) in search engines and/or directories. SEO Services are intended to provide the Client with preferential positioning in selected search engines and report results on an ongoing and timely basis. SEO Services may include the following:

- i. Research keywords and phrases to select appropriate and relevant search terms.
- ii. Submit Client's pages to search engines and directories as set forth in this Agreement.
- iii. Modify the title tags, meta tags, content, HTML code, URLs, and other on-page factors.
- iv. Create positioning reports showing rankings in the major search engines by keyword search.

14. **Client Responsibilities for SEO:** For the purposes of providing these services, Client agrees:

- i. To provide PDM with FTP access to its websites for uploading new pages, and making changes for the purpose of SEO Services optimization or provide approval for such changes to go through a third party.
- ii. To authorize PDM's use of all Client's logos, trademarks, website images, etc., for use in creating informational pages and any other uses as deemed necessary by PDM for each engine positioning and optimization.
- iii. That if Client's website(s) is deficient in textual content, Client will provide additional relevant text content in electronic format for the purpose of creating additional web pages.

15. **Search Engines:** Selected search engine submissions may include: Google, Yahoo, Bing, AOL, and Ask.

16. **Client Acknowledgments for SEO Services:** Client understands, acknowledges, and agrees that:

- i. PDM has no control over the policies of search engines or directories with respect to the type of sites and/or content that they accept now or in the future. Client's web site(s) may be excluded from any search engine or directory at any time at the sole discretion of the search engine or directory entity. PDM will resubmit those pages that have been dropped.
- ii. Some search engines and directories may take as long as two (2) to four (4) months, and in some cases longer, after submission to list Client's website(s). Occasionally, search engines and directories will stop accepting submissions for an indefinite period of time. Occasionally, search engines and directories will drop listings for no apparent or predictable reason. Often, listings will "reappear" without any additional submissions. Should the listing not reappear, PDM will re-submit the website(s) based on the current policies of the search engine or directory in question.
- iii. Some search engines and directories offer expedited listing services for a fee. PDM encourages Client to take advantage of these expedited services. Client is responsible for all expedited service fees.

17. **Pay Per Click Services (“PPC”):** Landing page content for your PPC campaign will be copied directly from your website. You are solely responsible for the content on your website, chosen keywords and phrases, compliance with all laws, regulations, licensing, and ethical requirements associated with your industry or profession, and use of the PPC Service under this Agreement. You will immediately provide PDM with written notification of any non-compliance or restrictions related to, or which may impact, the PPC Services. All components of the PPC Service are subject to the continued availability of the applicable programs and features from each search engine and their related sites. The search algorithms, rules, and guidelines of each search engine are subject to change. PDM will attempt to comply with all changes to the search engine rules and guidelines, but PDM does not guarantee paid placement results and specific results, and placement in each case will vary. Enhanced rankings or paid positioning may not be available or achieved for all search engines at all times, depending on, among other things, the competition and bidding for selected keywords, the budget selected by the Client for competitive bidding for paid placement, the content of the Client’s website, and other factors beyond the reasonable control of PDM. If you choose to grant PDM access to your site for implementation of tagging, coding, or content enhancement, you grant PDM a limited nonexclusive license to access the site (using login information you provide, as necessary) and to download from or upload to your site and publish on the site or Internet, in whole or in part, HTML, or other electronic files or data necessary for such implementation. PDM shall not be responsible for any defects in your site or its content or for any unintentional errors in such implementation. PDM also reserves the right to control the look and feel of your PPC landing pages which may differ slightly from the overall theme of your website. PDM is not responsible for changes made to Client’s website(s) by other parties that adversely affect the search engine or directory rankings of Client’s website(s).
18. **Client’s Website:** Unless Client’s website is designed and provided by PDM as a part of the Project, Client hereby acknowledges that PDM is not responsible for the development, maintenance, and operation of the Client’s website(s), nor for any content or other materials that appear on, and all visits to, the Client’s website(s), nor is PDM responsible for order entry, payment processing, shipping, cancellations, returns, or customer service concerning orders placed on Client’s website(s). Client further warrants that it will not add to or place upon its site any PDM owned or licensed content, including but not limited to any PDM search listings, except pursuant to a separate and signed affiliate agreement with PDM.
19. **Confidentiality:** The parties agree to hold each other’s Proprietary or Confidential Information in strict confidence. “Proprietary or Confidential Information” shall include, but is not limited to, written or oral contracts, trade secrets, know-how, business methods, business policies, memoranda, reports, records, computer retained information, notes, or financial information. Proprietary or Confidential Information shall not include any information which: (1) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party; (2) was previously known to the receiving party or rightly received by the receiving party from a third party; (3) is independently developed by the receiving party; or (4) is subject to disclosure under court order or other lawful process. The parties agree not to make each other’s Proprietary or Confidential Information available in any form to any third party or to use each other’s Proprietary or Confidential Information for any purpose other than as specified in this Agreement. Each party’s Proprietary or Confidential Information shall remain the sole and exclusive property

of that party. The parties agree that in the event of use or disclosure by the other party other than as specifically provided for in this Agreement, the nondisclosing party may be entitled to equitable relief. Notwithstanding termination or expiration of this Agreement, PDM and Client acknowledge and agree that their obligations of confidentiality with respect to Proprietary or Confidential Information shall continue in effect for a total period of three (3) years from the termination of this Agreement.

20. **Non-solicitation of PDM's Staff:** Client hereby agrees that during the term of this Agreement and for a period of two (2) years following the termination of this Agreement, whether the termination shall be voluntary or involuntary, with or without cause, or whether the termination is solely due to the expiration of this Agreement, Client will not hire or attempt to hire any employee of PDM or otherwise encourage or attempt to encourage any employee or independent contractor of PDM to leave PDM.
21. **Non-Disparagement of PDM:** Client hereby agrees that during the term of this Agreement and following the termination of this Agreement, whether the termination shall be voluntary or involuntary, with or without cause, or whether the termination is solely due to the expiration of the term of this Agreement, that Client will not disparage, denigrate, or comment negatively upon PDM or any of PDM's directors, management team, officers, or clients, either orally, in writing, electronically, by the use of social media, or in any other manner whatsoever, to any person or entity.
22. **Indemnity and Limitation of Liability:** Client agrees to defend, indemnify, and hold PDM, its officers, directors, employees, agents, and successors harmless from and against any and all claims, suits, expenses, costs, losses, and liability that may at any time be incurred by any of them by reason of any claims, suits, or proceedings (collectively being referred to herein as a "Claim") for, including without limitation, libel, violation of right of privacy or publicity, copyright infringement, trademark infringement, or other infringement of any third party right, fraud, false advertising, misrepresentation, product liability, or violation of any law, statute, ordinance, rule, or regulation throughout the world in connection with the Project performed on behalf of Client, Client's website(s) or contents therein, Client's conduct, acts or omissions, or any alleged or proven breach by Client of any term, condition, agreement, representation, or warranty herein, including reasonable attorneys' fees and associated costs and expenses, consequently, directly or indirectly arising out of: (1) the content of any website; (2) any act or omission of Client; (3) any written content, animation, video, or audio content, photographs, materials, software, or technology supplied by Client; or (4) any Claim arising from a Claim which is brought, made, or levied against PDM, including, without limitation, a claim that the website or any part thereof or any advertisement or other broadcast message shall constitute or cause a disclosure of protected health information in violation of Health Insurance Portability and Accountability Act of 1996 (HIPAA), as further described in Section 23 below. If the Client's website is hosted by PDM, the Client understands and agrees that PDM is not liable to the Client or any third party for the consequences of any outages not directly caused by the negligence of PDM. If an Internet outage should occur, the extent of PDM's liability shall be limited to a credit of the pro-rated portion of the actual cost charged to the Client by PDM for hosting, and only if the actual time of an outage exceeds twenty-four (24) consecutive hours. PDM provides no support and shall have no liability whatsoever for outages or other problems arising from website hosting by any third party or by Client.

IN NO CASE SHALL PDM, ITS AGENTS, ASSIGNS, EMPLOYEES, CONTRACTORS, OR REPRESENTATIVES BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES SUFFERED BY CLIENT, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, AND REGARDLESS OF THE CAUSE AND REGARDLESS OF WHETHER PDM WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In any case where PDM is held to be liable, its aggregate liability to Client for any and all claims shall be limited to the monthly fee for products and services paid to PDM by Client in the six (6) months preceding the incident(s) giving rise to the Claim(s).

23. **HIPAA Warranty:** In addition to, and without in any way limiting any other warranty or representation made by Client herein, Client warrants and represents that the existence, content, and operation of its website are in compliance with the provisions of HIPAA, and in particular, the HIPAA Privacy Rule (45 CFR Part 160 and Subpart A and E of Part 164). Accordingly, Client specifically warrants that it does not and shall not disclose “protected health information” (as that term is defined by HIPAA) of any person, except as may be expressly permitted in accordance with the provisions of HIPAA, whether on its website or otherwise.
24. **Grant of Rights:** Throughout the term of this Agreement, Client hereby grants to PDM a nonexclusive, transferrable, worldwide royalty-free right to store, use, reproduce, modify, edit, and display all Client’s content supplied by Client hereunder or created under this Agreement for PDM’s use in connection with creating Client’s website video, and other products and services being provided to Client as stated in the Order Form.
25. **Disclaimer of All Warranties:** PDM DOES NOT WARRANT THAT THE SEO SERVICES AND PPC SERVICES WILL MEET THE CLIENT’S EXPECTATIONS OR REQUIREMENTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE IS WITH CLIENT. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, PDM PROVIDES ITS PRODUCTS AND SERVICES “AS IS” AND WITHOUT WARRANTY OF ANY KIND. THE PARTIES AGREE THAT (1) THE LIMITED WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY EACH PARTY, AND (2) EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THIS AGREEMENT, PERFORMANCE, OR INABILITY TO PERFORM UNDER THIS AGREEMENT.
26. **Force Majeure:** Neither party will be liable for, or will be considered to be in breach of, or in default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such party’s reasonable control, and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to minimize the impact of the event.

27. **Advertising Agency or Other Client Representative:** If this Agreement is signed by an advertising agency instead of the Client, then the advertising agency shall be deemed to have executed this Agreement both as principal and as agent for the Client receiving the benefits of the products and services provided pursuant to the Order Form Payment to the advertising agency by the Client shall not constitute payment of any amount owed under this Agreement to PDM, unless such sums are actually remitted to PDM. If this Agreement is signed on behalf of a Client by an agent or representative of the Client in his or her agency or representative capacity, the signature shall be construed as agent or representative as well as individual. In any case where an advertising agency or any other third party agent or representative of the Client executes the Order Form, PDM shall be entitled to rely on the representations made by such agent or representative that such agent or representative has actual authority to execute and enter into this Agreement on behalf of the Client.
28. **Notices:** Any notice required or permitted to be given hereunder shall be sufficient if delivered by e-mail. If notice is required to be provided by Client, Client shall provide such notice by email to its designated Account Manager. If notice is required to be provided by PDM, PDM shall provide notice to Client's e-mail address that is used by PDM to communicate about the Project.
29. **Ownership of Non-Client Property:** Title and full ownership rights in and to the Project, together with any and all ideas, concepts, campaign optimizations, computer programs, and other technology supporting or otherwise relating to PDM's operation of the PDM network, and website(s) (collectively, the "PDM Materials"), shall remain at all times solely with PDM and/or with the respective outsourced service provider or author. Client acknowledges that it has not acquired any ownership interest in the PDM Materials and will not acquire any ownership interest in the PDM Materials by reason of this Agreement.
30. **Assignability:** Client may not assign this Agreement or the rights and obligations thereunder to any third party without the prior express written consent of PDM. PDM reserves the right to assign subcontractors as needed to this Project to ensure on-time completion.
31. **Agreement Binding on Successors:** The provisions of the Agreement shall be binding upon and shall inure to the benefit of the Parties hereto; their heirs, administrators, successors, and assigns.
32. **Governing Law; Venue; Jury Waiver; Attorneys' Fees:** This Agreement shall be governed by and interpreted in accordance with Florida law, which shall prevail in the event of any conflict of law with the laws of another state. It is specifically understood that in the event of any suit or action brought by either party against the other that is in any way related to this Agreement, venue shall be in the state courts located in Hillsborough County, Florida; and Client specifically acknowledges and understands that they are waiving their right to claim that such venue is inconvenient or inappropriate or to raise any other objection to such venue. The parties agree to waive their right to a jury trial, which waiver includes all causes of action, counterclaims, cross claims, and defenses which could be asserted. In the event it is necessary for PDM to enforce any provision of the Agreement, it shall be entitled, in addition to such sums or damages as may be due under the Agreement or such other relief to which it may be entitled, to reimbursement of reasonable attorney's fees as well as court costs and all other reasonable expenses of enforcement or collection.

33. **Modification:** Client understands that PDM may modify its standard terms and conditions and service offerings from time to time and that PDM reserves the right to adjust the pricing of such services, effective upon the next automatic renewal date of the affected services, after no less than thirty (30) days advance written notice to Client.
34. **Waiver:** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver. No waiver of any breach or default of this Agreement by either party hereto shall be considered to be a waiver of any other breach or default of this Agreement.
35. **Severability:** In the event that any clause, term, or provision of this Agreement is found to be unenforceable or otherwise disfavored under law or public policy such that a court would not enforce the same, then the same shall be severed from this Agreement and the remainder of the Agreement shall remain in full force and effect, and applied in a manner which most closely fulfills the original intent of the Parties.
36. **Entire Understanding:** This Agreement, with any other materials, documents, understandings, or agreements incorporated by reference herein, and any exhibit, schedule, or other supplementary document attached hereto, constitutes the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and cancelled in their entirety and are of no further force and effect.
37. **Read and Understood:** Each party to this Agreement acknowledges that it has read and understands this Agreement and agrees to be bound by its Terms and Conditions.
38. **Acceptance of these Terms and Conditions:** By signing the Order Form, Client or its agent represents that the Client has read and understands these Terms and Conditions and expressly accepts these Terms and Conditions, which are incorporated into the Order Form.

Rev. 02/2019