

PROGRESSIVE DENTAL MARKETING, LLC
TERMS AND CONDITIONS

This Services Agreement (“Agreement”) is hereby entered into between Progressive Dental Marketing, LLC (“PDM”) and the Client identified in the Order Form (“Client”), collectively referred to as the “Parties,” and governs the Services identified 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 to Client (the “Agreement”). The Parties hereby agree to the following:

1. **Definitions:** The following are some terms used in the Agreement. Other terms are defined throughout the Agreement.
 - a. “Launch” or “Launches” means the date a website is first publicly accessible online after Client approval.
 - b. “Campaign Launch Date” means the date a marketing campaigns are funded and launched

2. **Terms of Services:** Unless otherwise indicated on the Order Form, this Agreement will continue in full force and effect for twelve (12) consecutive months, beginning on the Campaign Launch Date. If not terminated as described below, the Agreement shall automatically renew on a 12-Month basis (“Renewal Term”). All other services shall be for the initial Commitment Length and if not terminated, shall automatically renew for the Renewal Term as specified above.
 - a. **Term Reconciliation:** The term of services shall automatically be extended to coincide with the longest term of any service added by Client. Specifically, any subsequent Order Form shall be incorporated into this Agreement unless specifically stated otherwise. Therefore, subsequent Order Forms are treated as addendums for additional products and services, not a replacement. For example, if Client purchases monthly marketing and wants to reduce the monthly budget, an addendum will be signed to extend the monthly payments to meet the overall contracted total billing amount.
 - b. **Termination of Services:** The Agreement shall remain in full force and effect for the Term as outlined above. The Agreement may be terminated at the end of the existing Term by written notice to the other Party of at least thirty (30) days before the end of the Term. Notwithstanding the foregoing, either Party will have the right to terminate this Agreement if the other Party becomes the subject of a voluntary or involuntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, or liquidation of benefits for a creditor.

- c. **Termination Due To Creative Differences:** Marketing is a creative process. By signing this Agreement, Client represents that it is familiar with PDM's marketing strategies and trusts that it will use its best practices to develop products and services for the Client. Client also represents that it will defer to PDM's creative process during the Term.
3. **Charges, Taxes, and Payment Terms:** In consideration of PDM's performance of Services, as defined herein, Client Agrees to pay PDM the setup Fee, and all other costs and fees due for the current Term. If Client Terminates, other than by invoking the provision of 2(c) above, Client's contract with PDM and/or becomes more than five (5) days delinquent on a Monthly Budget Payment during the Term, Client agrees to liquidated damages to be paid immediately upon termination of the Agreement, equal to fifty percent (50%) of the remaining gross amounts contracted to be paid pursuant to the Agreement which remain outstanding under the Term. By way of example, if Client has three (3) months left on its Term with PDM for Monthly Marketing with a budget of \$10,000 per month (total of \$30,000 remaining to be paid under the Agreement), Client will immediately, upon termination of the Agreement, tender Fifteen Thousand Dollars (\$15,000.00) to PDM in liquidated damages.
 - a. Client further expressly acknowledges that an initiation of credit card chargebacks and/or canceled checks, which may or may not create delinquent or past-due amounts, shall be a material breach which cannot be cured, wherein PDM may immediately terminate the Agreement without notice while reserving all legal rights to be made whole for liquidated damages amount outlined above; and Client further waives any and all rights to seek any damages for this material breach as well as future delivery of PDM's Services under this Agreement. Further, any and all amounts charged-back, canceled or returned will result in Client thereafter being charged up to the maximum legal interest rate on any past due balance which is considered liquidated damages, and is not a penalty. In any instance in which Client initiates a credit card chargeback and/or cancels a check made payable to PDM, a chargeback fee will immediately be due to PDM in the amount of One Thousand Dollars (\$1,000.00), in addition to the liquidated damages due for terminating the Agreement during the Term.
4. **Setup Fee:** Setup Fee is a non-refundable fee due at the time of signing the Agreement which will allow us to immediately begin working on Client's Campaign. The fee covers ministerial tasks of setting up an account and other start up fees necessary to begin your Campaign. Under no circumstances is the setup Fee refundable.
5. **Services and Deliverables:** The following are some of the services and deliverables offered by PDM, which may be included in the Agreement (collectively referred to as "Services"). The Order Form specifically identifies which Services are included in the Agreement. If no specific Services are identified, the Agreement shall be deemed an Agreement for a Monthly Marketing Budget.

- a. **Monthly Marketing Budget:** This is a budget that allows PDM flexibility to allocate funds to different marketing avenues such as social media ads (Instagram, TikTok, Facebook), PPC (Pay Per Click) and SEO (Search Engine Optimization). The “Monthly Marketing Budget” is a gross amount that the Client agrees to pay to PDM during the Term stated on the order form. Each amount due for Marketing Service on the Order Form shall include a management fee to PDM (“Management Fee”). Client agrees that the Management Fee is reasonable and necessary to develop and execute the services and marketing products listed below.

Monthly Marketing Management Fees:

- PPC (Pay Per Click) – between 30% - 50% of the spend on PPC Services
 - Social Media Advertising (Instagram, TikTok, Facebook) – 30% of the spend on Social Media ads
 - SEO (Search Engine Optimization) – Work completed internally and not paid out to a 3rd party vendor
- i. **Pay Per Click (“PPC”):** PDM will create up to 3 landing pages for the entirety of the marketing budget. If the client wishes to have a completely custom landing page, an additional fee will be charged. 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).

- ii. **Social Media Advertising:** PDM will utilize the latest social media platforms (ex: Facebook, TikTok, Instagram) to create and post content on the client's behalf. Progressive Dental will utilize any marketing material that has been produced by Progressive Dental for the client. In order to maintain and advertise content on the client's behalf, the client agrees to provide Progressive Dental with access to such platforms in order to run marketing Ads.

All components of the Social Media Services 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.

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

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

1. 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.

2. 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.
3. 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.
- iv. **Traditional Media:** Commercials include television, radio or via an online streaming platform including but not limited to YouTube. Unless this Agreement states otherwise, PDM will determine, based on its marketing strategy for the Client, which type of commercials, if any, are to be used in the marketing campaign for Client. To the extent PDM offers complementary production of television commercials to Client, as part of with the services offered under this Agreement, Client agrees to pay PDM six thousand five hundred dollars (\$6,500) for each complementary commercial produced if the Agreement is cancelled, terminated before the expiration of the Term, or breached by Client as compensation for the commercial(s).
- b. **Website Development:** If the building and creating of a website is part of the Services, Client will have final approval of the content of web pages. Client shall submit the provided questionnaire along with any requested assets (ex: logo, photos, content) that may be necessary to complete the work on the website as requested by PDM. If Client fails to supply PDM with requested assets 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 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. The Client will review the Website to ensure the accuracy of all information before published. Client will immediately notify PDM of any and all inaccuracies on the Website, if any.

To facilitate Launch of Website, PDM will carry-over up to one hundred (100) webpages which includes bios, blogs, testimonials, case results, and other preexisting site webpage content as-is. Before Launch of the website, Client shall have up to a maximum of two (2) pre-Launch edit rounds to provide PDM with specific changes and edits. PDM is under no obligation to copy or maintain Client's pre-existing website, if any. Upon approving the website and setting the website live, any additional website content, color

adjustments or development (website restructure) changes that client wishes to make will be subject to additional cost.

- c. **Video and Photography Services:** In addition to the other cooperation obligations set forth in this Agreement, Client shall provide a location for on-site video production. To the extent the Services include filming Client's patient testimonials, Client must notify the participants (patients) for the video production. Client acknowledges that once the video and/or photographs are approved, Client has the right to use the videography, photography, commercials, and TV Donut spots in the normal course of business but has no right to alter the video or photographs in any way without the written consent of PDM. Client has the right to produced deliverables produced by PDM excluding raw footage content. Client shall have five (5) business days to provide PDM with a list of suggested changes and edits to the final product. Written notice of approval or a written list of changes must be submitted by electronic mail (e-mail) to Client's dedicated PDM account manager. If Client fails to submit a written notice of approval or a written list of changes within five (5) days of receipt by PDM, Client waives its right to have the video or photographs edited, and Client's acceptance of the video and photographs will be assumed. However, PDM is not obligated to proceed with launching the video or photographs until it receives written approval. Upon receipt of any changes, PDM will undertake to make all changes which are reasonably necessary. Changes which, in PDM's reasonable discretion, are beyond the scope of the Order Form shall require an additional Order Form subject to additional cost paid to PDM. Client agrees to pay an hourly video editing fee to change any approved video deliverables pursuant to the fee schedule published by PDM from time to time. After final product is approved, PDM will maintain client's raw footage for two years. Upon the completion of two years, PDM has the right to dispose of raw footage.

i. **CANCELLATION POLICY:**

1. Upon reserving a video production date, Client must provide a minimum of 30-days from the set date of the video production to reschedule the video production. If Client cancels or seeks to postpone the video shoot date within 30-days of the scheduled production date, Client shall forfeit all fees and other sums paid to PDM with respect to the video production..

- d. **Other Services and Deliverables:** PDM is constantly developing new services and deliverables. To the extent PDM offers additional services and deliverables that are not specifically identified herein, the Order Form shall specify a summary of those deliverables and services. Client agrees that if it does not understand what is included under the additional services and deliverables, it has an obligation to request clarification of such services and deliverables before Client signs the Order Form. Any clarification will be

- included into the Order Form. Once Client signs the Order Form, it is expressly agreed and understood that the Parties agree that the consideration paid for the additional services and deliverables is reasonable and shall not later be challenged by Client.
6. **Website and Video Content Ownership:** The Parties agree that PDM owns all content and deliverables created by PDM as indicated in Section 10 below. Under no circumstances may the Website or Video Content be acquired unless Client is current on its payments to PDM under the Order Forms.
 - a. The Website Content transferred to Client will NOT include working files (e.g. Photoshop, website structural layouts, etc.), search engine optimization beyond the keywords in the written content, and any other back end confidential marketing directing or strategies performed by PDM.
 - b. Client reserves the right to the created footage produced by PDM. Footage may be requested by the client subject to a charge. Such charge will include completed deliverable files and raw footage for video services paid for.
 7. **Client Responsibility:** Client shall have completed PDM's Questionnaire(s) 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 purchased services such as websites, Videography, and all marketing services. 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 any marketing strategy calls. 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.
 8. **Client Representations for All Products and Services Offered by PDM:** Client makes the following representations and warranties for the benefit of PDM:
 - a. 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.

- b. 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.
 - c. 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.
 - d. Client represents that all licenses and certifications that Client is advertising are in good standing with the appropriate governing agencies and licensing boards.
9. **PDM's Responsibilities:** During the term of this Agreement, PDM will use best efforts to deliver the Services identified in this Agreement in commercially reasonable manner and without undue delay.
10. **Website Hosting:** During the term of the Agreement the website will be hosted on the server of PDM's choosing and may be changed at any time at PDM's sole discretion.
11. **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 (collectively the acquisition cost and registration fees are referred to as "Domain 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.
12. **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.

13. **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 non-disclosing 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.
14. **Non-solicitation of Staff:** Client hereby agrees that during the term of this Agreement and for a period of one (1) 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.
15. **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 including attorneys' fees that relate to, or arise from, (1) Client's use of the website, (2) any content and materials provided by, or approved by, the Client, (3) a breach of this Agreement by Client, and (4) compliance with applicable laws, including 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).

16. **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.
17. **Grant of Rights:** Throughout the term of this Agreement, Client hereby grants to PDM a non-exclusive, 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.
18. **Disclaimer of All Warranties:** PDM DOES NOT AND CANNOT WARRANT OR GUARANTY RESULTS OF ANY ADVERTISING, MARKETING, OR OTHER SERVICE. PDM DOES NOT WARRANT THAT THE SEO SERVICES AND PPC SERVICES WILL MEET THE CLIENT’S EXPECTATIONS OR REQUIREMENTS. 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.
19. **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.
20. **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 e-mail

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 Services.

21. **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.
22. **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.
23. **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.
24. **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 Pinellas 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. Client specifically submits to the jurisdiction of Florida as to the enforcement of this Agreement since the Services are primarily provided in Clearwater, Florida. 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.
25. **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.
26. **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.
27. **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 related to the Services listed in the Order Form, and any and all prior oral agreements, understandings, and representations regarding this Agreement are hereby terminated and cancelled in their entirety and are of no further force and effect. Subsequent Order Forms are hereby merged as discussed above as they relate to additional services and do not replace or terminate prior services unless expressly stated in the Order Form.

28. **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.
29. **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.