

parties.

12.3. No Third-Party Beneficiaries. This Agreement is for the benefit of the parties and their successors and permitted assigns and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party. Notwithstanding the foregoing, the parties acknowledge that OEM Product providers may be direct and intended third-party beneficiaries of this Agreement and may be entitled to enforce it directly against either party to the extent this Agreement relates to OEM Products, if any.

12.4. Notices. All notices required to be given under the terms of this Agreement must be in writing, postage or shipping charges prepaid, sent by both U.S. Postal Service regular mail and either certified mail return receipt requested, U.S. Postal Service Express Mail, UPS, or Federal Express, to the individuals and addresses specified below. Notices are effective upon receipt.

TO Customer:

Lowndes County Board of Commissioners
327 N. Ashley Street
3rd Floor
Valdosta, Georgia 31601
Attn: County Manager

TO PRONTO CONSULTING, LLC:

Pronto Consulting, LLC
106 Colony Park Drive
Suite 700
Cumming, Georgia 30040
ATTN: Legal

12.5. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

12.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.7. Assignment. A party may not assign or delegate any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, Customer may assign this Agreement in its entirety (including, without limitation, the rights granted hereunder) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets to an Affiliate or third party, in each case only if such Affiliate or third