

PROFESSIONAL and CLIENT each acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service, provided that (a) PROFESSIONAL shall provide written notice to CLIENT of the modified Terms of Service at least sixty (60) days prior to the expiration of the Initial Term (or any successive term); (b) such modified Terms of Service will only take effect during the next renewal and/or successive term of the Agreement; (c) if CLIENT does not agree to the modified Terms of Service, CLIENT can issue a written notice of termination for the next renewal/successive term as provided in Paragraph 4; and (d) if CLIENT does not exercise its termination right, then such modified Terms of Service shall be deemed to be accepted and made part of this Agreement.

#### **4 Term, Termination and Renewal.**

The Initial Term of this Agreement shall be defined in the Scope of Services or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, twelve (12) month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement. Notwithstanding anything herein to the contrary, per OCGA 36-60-13(a), (a) this Agreement shall terminate absolutely and without further obligation on the part of CLIENT at the close of the fiscal year in which it was executed and the close of each succeeding fiscal year for which it may be renewed, (b) this Agreement shall automatically renew unless CLIENT notifies PROFESSIONAL in writing sixty (60) days prior to the close of the then current fiscal year that the Agreement shall terminate, and (c) title to any supplies, materials, equipment, or other personal property shall remain in PROFESSIONAL until fully paid by CLIENT.

If this Agreement is terminated without cause by CLIENT, any unexpired waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT. PROFESSIONAL reserves the right to update the pricing applicable to this Agreement, subject to prior agreement by CLIENT, after the initial term for any renewal terms and/or any subsequent terms occurring after the initial term of the Agreement; PROFESSIONAL shall provide sixty (60) days prior written notice to CLIENT of any such pricing adjustments applicable to any such renewal and/or subsequent terms.

**5 Additional Data Hosting.** PROFESSIONAL's website hosting services allow for storage of up to ten (10) Gigabytes of data and files to include as content for CLIENT's website hosted in PROFESSIONAL's web data server environment. Additional storage and transfer requirements may be negotiated, at PROFESSIONAL's discretion, if CLIENT decides to add additional content to the website – such as orthophotos, scanned documents, etc.

**6 Assignment.** Neither PROFESSIONAL nor CLIENT shall assign or transfer any rights under or interest in this Agreement without the prior written consent of the other of them; except that PROFESSIONAL may assign this Agreement without prior consent of the CLIENT in the event of a merger, acquisition, or change in ownership of PROFESSIONAL. PROFESSIONAL may employ qualified consultants or subcontractors to assist PROFESSIONAL in the performance of the Services; provided, however, that PROFESSIONAL shall remain primarily liable for the work, supervision, and compensation of any such consultants or subcontractors.

**7 Rights and Benefits.** Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third-party beneficiaries to this Agreement.

**8 Successors.** This Agreement is binding on the partners, successors, and permitted assigns of both parties.