

party is not a direct competitor of PRONTO CONSULTING, LLC. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

12.8. **Applicable Law and Venue.** The validity, interpretation, and construction of this Agreement will be governed by and construed in accordance with the laws of the State of Georgia. The parties agree to the exclusive jurisdiction and venue of the state and federal courts sitting in Lowndes County, Georgia for any dispute arising from or relating to this Agreement.

12.9. [Intentionally Left Blank]

12.10. [Intentionally Left Blank]

12.11. **Entire Agreement.** This Agreement, including all Schedules (including Schedule A), exhibits and addenda hereto, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by an authorized representative of the party against whom the modification, amendment, or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any Schedules (including Schedule A), exhibit or addendum hereto, the terms of such Schedules (including Schedule A), exhibit, and addendum, shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Customer's purchase order or other order documentation (excluding the Schedules to this Agreement) shall be incorporated into or form any part of this Agreement unless signed by an authorized representative of both parties, and all such terms or conditions shall be null and void.

12.12. **Georgia Law Addendum.** Attached hereto as Schedule D is an Addendum that is an integral part of this Master Subscription Agreement.

The parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory named below is duly authorized by all necessary and appropriate corporate action to execute this Agreement.

