



Foxtrot Media, Inc.

PROFESSIONAL SERVICES AGREEMENT

CLIENT LISTED BELOW OR ON AN ORDER FORM AGREES TO BE BOUND BY THIS AGREEMENT. IF THE PERSON ENTERING INTO THIS AGREEMENT IS DOING SO ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE PERSON ENTERING INTO THIS AGREEMENT REPRESENTS THAT SUCH PERSON HAS THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT.

1. Definitions

"Agreement" means this agreement, Order Forms and Change Orders.

"Change Order" means a written document, including email, by which the parties agree to change, modify or amend an existing Order Form.

"Client" means the person or entity, as applicable, that enters into an Order Form for Professional Services.

"Client Works" means artwork, screen presentations, drawings, audiovisual works, text, graphics, audio and/or video files, software in source and object code form, and other works of authorship created by or on behalf of Foxtrot specifically and exclusively for Client pursuant to the terms of an Order Form, which distinguish the Deliverables from other products which Foxtrot has developed for itself or other clients, but shall not include any Foxtrot Code and Data.

"Deliverables" means all of the components set forth in each executed Order Form which Foxtrot is expected to deliver to Client, including, without limitation, Client Works, design elements, web pages, websites, and any tools or functionalities embedded in such Deliverables solely to the extent such tools or functionalities may be required to operate the Deliverables.

"Foxtrot" means Foxtrot Media, Inc.

"Foxtrot Code and Data" means software, in object code form, and any data and/or tools created, acquired or licensed by or to Foxtrot either before or during the course of performing the Professional Services for Client, and utilized in any manner by Foxtrot in performing the Professional Services, and which are generally applicable to website or software development, and which are not specifically created, acquired or licensed by Foxtrot exclusively for Client pursuant to the terms of an Order Form. Foxtrot Code and Data shall be treated as Confidential Information of Foxtrot.

"Information" means data, materials, images and text which Client owns or is otherwise authorized to use, and which Client provides to Foxtrot in digital or other readily useable format for incorporation into a Deliverable.

"Intellectual Property Rights" means, on a world-wide basis, any and all now known or hereafter known

tangible and intangible (a) rights associated with works of authorship including, without limitation, copyrights, moral rights and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secret rights, (d) patents, designs, algorithms and other industrial property rights, and (e) all other intellectual and industrial property rights of every kind and nature and however designated, whether arising by operation of law, contract, license or otherwise.

"Order Form" means any document (e.g., hard copy, digital, or web form) that sets forth the details of an order for Professional Services, including Specifications and pricing, and incorporates the terms of this Agreement, and which may be in any format.

"Professional Services" means the professional services to be provided by Foxtrot to Client as set forth in this Agreement and in each Order Form and/or Change Order, which may include development, training, support, maintenance, marketing and other professional services offered by Foxtrot from time to time.

"Specifications" means a detailed description included in an Order Form of the features and functionality of a Deliverable.

"Third Party Works" means any third party software, information, or other materials, incorporated by Foxtrot into a Deliverable.

"Trademarks" means the trademarks, service marks, trade names, trade dress, URLs, domain names, and other proprietary designs, and logos used or intended to be used by each party to identify or market its goods and/or Professional Services, as set forth in each executed Order Form.

2. Order Forms

Individual service engagements to be performed under the Agreement will be defined by an Order Form. Order Forms will include a description of the Professional Services to be provided, pricing, a milestone and payment schedule, and special terms and conditions applicable to the specific Order Form, and if applicable, the detailed Specifications for the Professional Services to be performed and/or the deliverables to be developed.

3. Professional Services

Performance of Professional Services. In consideration of payment by Client of the fees set out in each executed Order Form, Foxtrot shall provide the Professional Services and Deliverables described in each executed Order Form. Modifications or changes to an Order Form shall not be effective, and Foxtrot will have no obligation to perform any Professional Services outside the scope of an Order Form unless agreed to by the parties, as evidenced by a Change Order or a new Order Form executed by both parties.

Client Obligations. Client shall cooperate with Foxtrot in performance of the Professional Services, and shall be responsible for providing the following: (a) Client shall deliver sufficient Information to Foxtrot to enable Foxtrot to perform the Professional Services in accordance with the schedule set forth in each executed Order Form; (b) Client shall designate in an Order Form a project manager who is authorized to issue design approvals, accept Deliverables, agree to Change Orders, and otherwise bind Client as necessary; and (c) Client shall maintain a log of any errors experienced in the Deliverables and promptly make such log available to Foxtrot upon Foxtrot's request.

Changes. If Client wishes to implement any changes or revisions that deviate in any material respect from the Specifications or the schedule set out in any Order Form, Client shall submit a change request to Foxtrot specifying in detail such changes or revisions. Foxtrot shall review the change request and promptly submit to Client a written proposal for implementing such changes or revisions, including any price or schedule changes. Client shall have 5 business days from receipt of Foxtrot's proposal to accept or reject, in writing, such proposal. If Client accepts Foxtrot's proposal, the parties shall enter into a Change Order for the changes requested by Client. Foxtrot shall not be responsible for any delays caused by the evaluation and completion of a Change Order, and any such delays shall not be considered a breach of Foxtrot's obligations under this Agreement.

Project Managers. Each party will appoint a project manager, as may be set forth in the applicable Order Form, which may be changed by either party upon written notice. Project managers shall be authorized to bind each party to Change Orders, design approvals and other determinations relevant to the performance of an Order Form.

Modifications By Client. The parties agree that Foxtrot shall be neither responsible nor liable for modifications of or any work relating to the Deliverables performed by Client or by any third party not retained and compensated by Foxtrot.

4. Payment for Professional Services

Charges. Client will pay all charges for as set forth in an Order Form. Client is responsible for paying all federal, state, and local sales, use, value added, excise duty and any other taxes assessed with respect to the Professional Services, other than taxes based on Foxtrot's net income.

Reimbursable Expenses. Client shall reimburse Foxtrot for pre-approved out-of-pocket costs and expenses incurred by Foxtrot in performing the Professional Services under this Agreement.

Payment. Client will pay charges in advance or in arrears as set forth in the Order Form. Client authorizes Foxtrot to charge Client's credit or debit card to pay for any charges that may apply to Client's account. Client must notify Foxtrot of any changes to Client's card account (including, applicable account number or cancellation or expiration of the account), Client's billing address, or any information that may prohibit Foxtrot from charging Client's account. If Client has not authorized payment by credit/debit card, then payments are due within 15 days of invoice, unless otherwise set forth in an Order Form. Client's failure to fully pay any fees and taxes within 72 hours from the applicable due date is a material breach of this Agreement, justifying Foxtrot to suspend its performance and terminate this Agreement. If Foxtrot terminates for Client's material breach, Client will be required to pay immediately all fees and costs accrued before the termination date, all monthly recurring fees for each month remaining in the term of the Order Form and any other amounts Client owes to Foxtrot under this Agreement. Late payments may incur a late fee of 1.5% per month, or the highest fee allowable under applicable law, if less. Client is responsible for any costs Foxtrot incurs in enforcing collection, including reasonable attorneys' fees, court costs and collection agency fees.

Refund and Disputes. All payments to Foxtrot are nonrefundable. This includes any applicable setup fees and subsequent charges regardless of usage. All overcharges or billing disputes must be reported within 60 days of the time the dispute occurred.

5. Delivery, Installation and Acceptance of Deliverables

Delivery and Installation. Foxtrot shall use commercially reasonable efforts to deliver the Deliverables to Client in accordance with the schedule set forth in the applicable Order Form, provided that (a) the Agreement or Order Form has not been terminated prior thereto, and (b) there has not been an unremedied default by Client. Notwithstanding the foregoing, all schedule milestones, including completion dates, are estimates and non-binding, due to the multiple variables required in the performance of projects.

Limitations. Notwithstanding any other provision of the Agreement, and except as provided in a properly executed Order Form, Foxtrot shall not be responsible for: (i) system administration of any Deliverable after hard launch; (ii) installation of upgrades to Third Party Products after hard launch; (iii) installation and configuration of network equipment on the hosting premises; (iv) browser compatibility; (v) changes to third party APIs during or after launch; (vi) data entry; (vii) training; (viii) unreported software errors after hard launch.

Client Delays. In the event that Client have delayed Foxtrot's performance for any reason including, without limiting the generality of the foregoing, (i) failure to cooperate with or respond to a reasonable request of Foxtrot, (ii) failure to timely provide the Information to Foxtrot, (iii) failure of Client to meet deadlines for approval of Deliverables, or (iv) requests from Client for change requests, then the applicable schedule shall be deemed modified to allow Foxtrot to deliver the Deliverables within a reasonable period from the date specified in the original Order Form, in light of Client's actions or omissions.

Acceptance. After Foxtrot's delivery of a Deliverable to Client, Client shall have up to 7 calendar days (or such other period as specified in the applicable Order Form) to review, test and evaluate the Deliverable (the "Acceptance Period"). During the Acceptance Period, Client shall accept the Deliverable by notifying Foxtrot in writing or, alternatively, shall provide Foxtrot with written notice of material discrepancies between the Deliverable as delivered and the features and/or functionality of the Deliverable as described in the Order Form and Specifications, and request that Foxtrot correct such material discrepancies. Discrepancies will be corrected on a time and materials basis, unless the Order Form indicates fixed fee charges. Notwithstanding the foregoing, if the Deliverable contains all material features and functionality as described in the applicable Order Form and Specifications, Client shall accept the Deliverable. Client acknowledge that web pages and computer software are not generally error-free, that the final delivery of a Deliverable which includes software or web pages may contain errors, and that the presence of such errors shall neither constitute a breach of Foxtrot's obligations under this Agreement nor preclude acceptance of the Deliverable. If, at the end of any Acceptance Period, Client has not issued a written request that Foxtrot revise material discrepancies, or if at any time Client use a Deliverable in a production environment, the Deliverable will be deemed to have been accepted by Client.

Revisions. Foxtrot shall notify Client upon completion of its revision of any material discrepancies specified by Client in accordance with the prior Section "Acceptance." After Foxtrot so notifies Client, Client shall have 5 calendar days (the "Retesting Period") to review, test and evaluate the revised Deliverable, unless the parties mutually agree to an alternative time period. Within such time period, so long as the previously specified discrepancies are substantially revised, Client shall accept the Deliverable by notifying Foxtrot in writing. If the material discrepancies are not revised, the parties shall repeat the acceptance procedures described herein until the revisions have been completed. Failure of Client to notify Foxtrot in writing during

a Retesting Period that the previously reported material discrepancies have not been revised, or use by Client of a Deliverable in a production environment, shall be deemed to be acceptance by Client. Revisions under this Section will be charged to Client at the hourly rates set forth in the applicable Order Form.

Hosting; Migration. All projects are required to be developed on Foxtrot's web hosting platform. There are usually no fees for hosting during project development, unless otherwise indicated in an Order Form. Upon project completion, Client may order a hosting plan from Foxtrot under an Order Form or migrate the project to another hosting provider. Client will incur charges for Foxtrot assistance necessary for performing a migration, usually charged at Foxtrot standard hourly rates. If Client does not migrate a project from the Foxtrot servers within 14 days of project completion or suspension, then Client will begin to incur charges for the continued hosting.

6. Ownership Rights, Assignment and License

Client Works. Upon full payment of all amounts due under an Order Form, Client will own the Client Works, and upon such full payment the Client Works will be deemed "works made for hire" as defined under the U.S. Copyright Act. If ownership of all Intellectual Property Rights in the Client Works does not so vest in Client, then Foxtrot hereby assigns all right, title and interest in such Intellectual Property Rights in the Client Works to Client.

Foxtrot Code and Data. Foxtrot shall retain all right, title and interest in and to the Foxtrot Code and Data, including any updates or enhancements thereto. Foxtrot hereby reserves all rights in and to the Foxtrot Code and Data not expressly granted to Client herein, and Client shall have no ownership rights of any kind in or to the Foxtrot Code and Data.

License of the Foxtrot Code and Data. Subject to the terms and conditions of this Agreement, and full payment of fees due hereunder, Foxtrot hereby grants to Client a worldwide, non-exclusive, royalty-free license to use and reproduce the Foxtrot Code and Data, to the extent that such Foxtrot Code and Data are (a) incorporated into the Deliverables, and (b) required for operation of the Deliverables. Such license shall be effective upon acceptance of the applicable Deliverable by Client.

License to Information. Client hereby grants to Foxtrot a royalty-free, non-exclusive license to use, reproduce, modify, transmit, digitize, adapt and publicly display the Information solely as necessary to perform its obligations under the Agreement.

Third Party Works. To the extent Client elects to include Third Party Products as a component of a Deliverable, or to the extent Third Party Products are otherwise required to maintain the functionality or design of a Deliverable, Client shall acquire, and if applicable, pay for, any licenses to such Third Party Products. Such licenses shall include all rights necessary for Foxtrot to modify or otherwise utilize the Third Party Products in a manner consistent with Foxtrot's obligations under the Agreement. Client hereby grants to Foxtrot a royalty-free, non-exclusive license to use, modify, reproduce and publicly display all such Third Party Products contemplated by this Section solely as necessary to perform its obligations under the Agreement.

7. Trademarks

Client hereby expressly grants Foxtrot the right to use and reproduce Client's Trademarks to create any Deliverables, as specified or contemplated in the Specifications. Subject to the terms and conditions of this Agreement, Foxtrot grants to Client the right to use the Foxtrot's Trademarks solely for the purpose of providing Foxtrot credit for the development of the Deliverables, as described below. If the Deliverables include Client's website, Foxtrot may include on the pages of the website an external hyperlink to Foxtrot's website. Upon request from Client, Foxtrot will remove such external hyperlink. Each party shall be the sole and exclusive owner of its Trademarks, and any goodwill arising from either party's use of such Trademarks shall inure solely to the benefit of the Trademark owner. Each party shall use the other party's Trademarks in conformance with any trademark guidelines provided by the party owning the Trademarks, which guidelines may reasonably be revised from time to time. The party owning the Trademarks shall have the right to monitor the other party's use of any of its Trademarks. Upon reasonable request by the owning party, the other party shall provide the owning party with representative samples of each such use prior to the time such Trademarks are published on the Internet or in promotional materials. If the owning party determines that the other party is using such Trademarks improperly, the owning party shall notify the other party, and the other party shall promptly remedy the improper use following receipt of such notice.

8. Representations, Warranties & Indemnification

By Foxtrot. Foxtrot warrants that (i) the Professional Services shall be performed by skilled personnel in a workmanlike manner, and (ii) to the best of Foxtrot's knowledge, the Deliverables as delivered do not infringe Intellectual Property Rights of any other person or entity. Notwithstanding the foregoing, Foxtrot shall not be deemed to have breached the warranties contained in this Section to the extent that Client, Client's employees, agents, independent contractors or assigns have modified the Deliverable in any manner, or to the extent that the Deliverable is based on Specifications provided by Client, incorporates third party materials through the use of Third Party Products, or incorporates Information provided by Client.

Client's Warranty of Responsibility. Client acknowledges that Client has directed Foxtrot to develop the Deliverables utilizing the Specifications, Information, and, where applicable, Third Party Products. Except as expressly provided herein, Client shall be solely responsible for the Information, and media included in the Deliverables; any means or methods of, or items placed into, commerce via the Deliverables; any membership programs and/or benefits available on or contained within the Deliverables; and conforming the Deliverables to any and all applicable laws, rules and/or regulations.

Client's Non-Infringement Warranty and Indemnity. Client represents and warrants that (i) Client owns or has the right to use and to sublicense to Foxtrot, as specified in this Schedule, all Information, Third Party Products, and any Trademarks supplied by Client, including the right to publicly display, publish, and distribute the Information on the Internet and to authorize Foxtrot to use the same in accordance with the Agreement; (ii) Client is authorized to use the Information in connection with the advertising, promotion and exploitation of the Deliverables as provided herein; (iii) the use by Foxtrot of any Information or Third Party Works in accordance with the Agreement shall not violate the Intellectual Property Rights of any third party; and (iv) Client has obtained any authorizations necessary for hyperlinks, if any. Subject to the conditions contained in Section "Conditions to Indemnity", Client agrees to defend, indemnify, and hold harmless Foxtrot, its parent, subsidiaries, and affiliates, and each of their respective directors, officers, employees and agents from and against any claim, demand, cause of action, debt or liability (including reasonable attorneys' fees) arising out of the breach of this Agreement.

Conditions to Indemnity. In claiming any indemnification hereunder, the indemnified party shall promptly provide the indemnifying party with written notice of any claim which the indemnified party believes falls within the scope of this the indemnity. The indemnified party shall, at the indemnifying party's expense, reasonably assist in the defense of such claims, provided that the indemnifying party shall control such defense and all negotiations relative to the settlement of any such claim, and further provided that any settlement intended to bind the indemnified party shall not be final without the indemnified party's prior written consent, which shall not be unreasonably withheld.

Disclaimed Warranties. EXCEPT AS EXPRESSLY SET FORTH HEREIN OTHERWISE, ALL SERVICES PERFORMED UNDER THIS AGREEMENT ARE PERFORMED "AS IS" AND WITHOUT WARRANTY. FOXTROT DOES NOT MAKE AND DISCLAIMS, AND CLIENT WAIVES ALL RELIANCE ON, ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE. FOXTROT DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

9. Confidentiality

Confidential Information Defined. "Confidential Information" means all information not generally known to the public, relating to each party's business, in any form, including, but not limited to, all information that is produced or developed under this Agreement and/or in connection with an Order Form, regardless of whether such information or material is marked "Confidential" or "Proprietary" or by another similar marking. Confidential Information includes, but is not limited to, all information known by a party to be considered confidential and proprietary by the other party or from all relevant circumstances should reasonably be assumed by Client or Foxtrot to be confidential and proprietary to the other, including, without limitation, trade secrets, inventions, software, technical processes and formulas, and development methodologies. Confidential Information also includes any information described above which Client or Foxtrot obtains from another party and which Client or Foxtrot designates as Confidential Information.

Non-Disclosure of Confidential Information. Client and Foxtrot recognize that in carrying out this Agreement, they may receive, develop, or otherwise acquire Confidential Information of the other party. All Confidential Information which the parties may now possess, obtain or create during or after the work contemplated by this Agreement will be held confidential by the parties for the benefit of the other, using the same standard of care that each uses to protect its own confidential and proprietary information to prevent the disclosure of the Confidential Information, but in no event less than reasonable care. Client and Foxtrot will not directly or indirectly reveal, report, publish or disclose such Confidential Information to any person, firm or corporation not expressly authorized by the owner of such Confidential Information to receive such Confidential Information, or use (or assist any person to use) such Confidential Information except for the benefit of the owner thereof and in the course of their work hereunder. In addition, neither Client nor Foxtrot shall appropriate the Confidential Information to its own use, or to the use of any third party. Each party shall require that each of its employees and independent contractors who work on or have access to the Confidential Information be bound to a suitable confidentiality agreement and be advised of the confidentiality provisions of this Agreement.

Disclosure Exception. The foregoing will not apply to the extent Client or Foxtrot is required to disclose any Confidential Information by applicable law or legal process, nor will any information be deemed

confidential that the receiving party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain without violation of this Agreement by Client or Foxtrot as the receiving party, (b) is already in Client's or Foxtrot's possession as evidenced by written documents prior to the disclosure thereof by the other party, or (c) is subsequently learned, without violation of this Agreement by the receiving party, from a third party not under a confidentiality obligation to the disclosing party.

Remedy. Client and Foxtrot acknowledge that breach of this Section, including disclosure of any Confidential information, or disclosure of other information which, at law or in good conscience or equity, ought to remain confidential, may give rise to irreparable injury to the disclosing party or the owner of such information, that may be inadequately compensable in damages. Accordingly, the disclosing party may seek to obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available.

10. Limitation and Exclusion of Liability.

Limitations. NEITHER FOXTROT, ITS AFFILIATES, NOR ITS SUPPLIERS WILL HAVE LIABILITY WITH RESPECT TO FOXTROT'S OBLIGATIONS UNDER THIS AGREEMENT, OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF FOXTROT HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. THE LIABILITY OF FOXTROT AND ITS SUPPLIERS TO CLIENT FOR ANY REASON AND UPON ANY CAUSE OF ACTION IS LIMITED TO THE AMOUNT CLIENT ACTUALLY PAID TO FOXTROT UNDER THIS AGREEMENT OR THE APPLICABLE ORDER FORM DURING THE 6 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ACCRUED. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. THE FEES FOR THE SERVICES SET BY FOXTROT UNDER THIS AGREEMENT HAVE BEEN AND WILL CONTINUE TO BE BASED UPON THIS ALLOCATION OF RISK. ACCORDINGLY, CLIENT RELEASES FOXTROT AND ITS SUPPLIERS FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THE LIMITATION STATED IN THIS SECTION.

11. Term and Termination.

Term. This Agreement shall commence execution and continue for a period of one (1) year. Thereafter, this Agreement shall automatically renew for subsequent periods of one (1) year each unless either party notifies the other party in writing at least thirty (30) days prior to the end of the initial term or prior to the end of any renewal term of such party's intent that this Agreement not renew, unless earlier terminated as provided in this Section. Any Order Forms in effect on the date of any termination or expiration of this Agreement shall remain in effect under the terms of this Agreement until completed or otherwise terminated.

Termination for Cause. In addition to any other right or remedy provided by this Agreement or by law, each party shall be entitled to terminate this Agreement and/or any Order Form for cause either (a) upon the expiration of ten (10) calendar days following written notice to the other party of its material breach of any of its obligations under this Agreement, provided that the other party has not remedied such breach within such ten (10) day period; or (b) if a petition in bankruptcy is filed by or against the other party and is not withdrawn within sixty (60) days, or if the other party becomes insolvent, or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law, or if the other party discontinues its business or if a receiver is appointed for its business.

Termination for Convenience. Foxtrot may terminate this Agreement or any Order Form for convenience, with or without cause, at any time, and upon such a termination, Foxtrot will refund to Client any prepaid unused fees.

Effect of Termination. In the event of termination, Client shall pay Foxtrot all fees due for Services rendered prior to termination and Client will have the right to retain all Deliverables delivered to it under this Agreement prior to termination (subject to full payment of all fees due).

12. Miscellaneous Provisions.

Client hereby expressly grant Foxtrot the right to use and reproduce Client's trademarks in Foxtrot's marketing materials, advertisements, press releases, promotional brochures, presentation portfolios, Foxtrot's website, or in any media now known or later developed, solely for the purpose of identifying Client as a client and describing and displaying Foxtrot's Services provided to Client. THIS AGREEMENT IS MADE UNDER AND WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MARYLAND (EXCEPT THAT BODY OF LAW CONTROLLING CONFLICTS OF LAW) AND SPECIFICALLY EXCLUDING FROM APPLICATION TO THIS AGREEMENT THAT LAW KNOWN AS THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS AND THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA). EXCLUSIVE VENUE FOR ALL DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE THE STATE AND FEDERAL COURTS WITH JURISDICTION OVER BALTIMORE COUNTY, MARYLAND, AND EACH PARTY IRREVOCABLY CONSENTS TO SUCH PERSONAL JURISDICTION AND WAIVES ALL OBJECTIONS THERETO. In the event any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party. Client may not sell, assign or transfer its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of Foxtrot, and any attempted assignment or delegation without such consent will be void. Foxtrot may assign this Agreement in whole or part. Foxtrot also may delegate the performance of certain Services to third parties. All notices, demands, requests or other communications required or permitted under this Agreement shall be deemed given when delivered personally, sent by facsimile or email upon confirmation, sent and received by return receipt email, or upon receipt of delivery of overnight mail. Client and Foxtrot are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Client and Foxtrot. This Agreement, including all documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. Amendments to this Agreement must be agreed to in writing. Except for the failure to pay any money due hereunder, any failure by a party to perform any obligation arising under or in connection with this Agreement shall be excused, if such failure shall have been caused by any act or circumstance beyond the reasonable control of a party. Any provisions of this Agreement that, in order to fulfill the purposes of such provisions, need to survive the termination or expiration of this Agreement, shall be deemed to survive for as long as necessary to fulfill such purposes.