

GEORGIA LOBBY, LLC SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Agreement") is made between Georgia Lobby, LLC and any individual or representative of an entity (the "Customer") who has subscribed to any of the Georgia Lobby, LLC services set forth on the Georgia Lobby, LLC website located at www.galobby.com (the "Website"). This Agreement sets forth the terms and conditions under which Georgia Lobby, LLC will provide the lobbying services subscribed to by the Customer. By subscribing to any of the lobbying services of Georgia Lobby, LLC, Customer agrees to establish and maintain an account with Georgia Lobby, LLC for such services.

TERMS AND CONDITIONS

- SERVICES.** Subject to the terms and conditions set forth herein, Georgia Lobby, LLC will provide the services to Customer and each Authorized User (as said term is defined hereinbelow) which have been subscribed to and purchased by Customer via e-mail address(es) registered with Georgia Lobby, LLC in accordance with the procedures set forth on the Website. Customer and each Authorized User are solely responsible to: (i) maintain his/her own e-mail account with a provider of e-mail, (ii) ensure that the e-mail address registered in the Georgia Lobby, LLC system for receipt of the services and notifications is monitored for correctness. Georgia Lobby, LLC is not responsible for e-mail bounce backs (e-mails not properly received by Customer or an Authorized User's e-mail provider) or re-sending notifications. Customer agrees that, from time to time, such services may be inaccessible or inoperable for various reasons, including: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Georgia Lobby, LLC may undertake from time and time; or (iii) causes beyond the control of Georgia Lobby, LLC, or which are not reasonably foreseeable by Georgia Lobby, LLC, including interruption or failure of digital transmission links, hostile attacks, network failures or other failures.
- GRANT/ADDITIONAL USERS.** Georgia Lobby, LLC grants to Customer and each Authorized User an individual, personal, non-sub licensable, non-exclusive, non-transferable, limited right to the Georgia Lobby, LLC services. Georgia Lobby, LLC services are only available to Customers and each Authorized User who have purchased the Georgia Lobby, LLC services and have validly registered their e-mail address with Georgia Lobby, LLC. Each Customer upon purchase of their subscription is entitled to register one (1) e-mail address to which the Georgia Lobby, LLC Services are available and to which notifications will be sent. In the event that the Customer is an entity, except as set forth herein, the Customer shall designate one

(1) person and his/her e-mail address, to receive said services and no other person in such entity shall be entitled to such services. In the event that a Customer is an entity and desires to have more than one (1) individual that either owns or is employed by such entity receive the Georgia Lobby, LLC services, such Customer may register additional authorized users ("Additional Users") who are principals or employees of such Customer under Customer's account by registering such individuals with Georgia Lobby, LLC and providing their respective e-mail addresses. For each Additional User that has been validly registered with Georgia Lobby, LLC, Customer shall, in addition to the fees payable by the Customer for the services set forth herein, pay an amount equal to one-half of the applicable service fees for the Georgia Lobby, LLC services, not including any fees for Additional Users. Each Customer is responsible for all Additional Users registered under their account, including payment of any applicable service fees or charges for services to its Additional Users. All Additional Users, by registering their e-mail addresses with Georgia Lobby, LLC and receiving any of the Georgia Lobby, LLC services hereby agree to be bound by and agree to all the terms and conditions of this Agreement applicable to Customer. Customer agrees and acknowledges and agrees that a default of any of the terms and conditions of this Agreement by an Additional User registered under Customer's account shall be deemed a default of Customer hereunder.

3. **RESTRICTIONS ON USE.** Customer agrees to comply with any copyright notices or other limitation on use applicable to services, notifications, data or other information provided through Georgia Lobby, LLC services. Customer agrees that Customer will not use the trademark "Georgia Lobby, LLC" or any of the Georgia Lobby, LLC services identified in any fashion unless specifically authorized to do so in writing by Georgia Lobby, LLC. All services provided by Georgia Lobby, LLC are for the Customer's and each Additional User's exclusive, personal and internal use and may not be shared, sold, republished or otherwise distributed to any other parties. Services provided by Georgia Lobby, LLC, including notifications and e-mails provided by Georgia Lobby, LLC hereunder are not to be transferred or made available to other parties by any means, including but not limited to, the forwarding, relaying, posting to public web or computer sites, saving and/or making available in shared databases or networks to which other parties have access, or otherwise transferring by electronic or mechanical means. E-mail forwarding and relaying are strictly prohibited. Customer acknowledges that the materials included in the services provided by Georgia Lobby, LLC have been gathered, organized and verified by Georgia Lobby, LLC through investment of substantial time, effort and expense. Any violation of the provisions of this paragraph or any unauthorized access by others shall constitute a material breach of this Agreement entitling Georgia Lobby, LLC to terminate this Agreement and prohibit Customer and each Additional

User associated with Customer's account from accessing the services, retain any fees paid in advance by Customer, and pursue all available legal and equitable remedies.

4. **FEES, PAYMENT AND TERM OF SERVICE.** As consideration for the services purchased by Customer, including the fee for any Additional User, Customer agrees to pay Georgia Lobby, LLC the applicable service(s) fees set forth on the Website at the time of Customer's subscription, registration of Additional Users, or, if applicable, upon receipt of the invoice from Georgia Lobby, LLC for any renewal term. All fees are due immediately and are non-refundable, except as otherwise set forth herein or on the Website. Upon receipt by Georgia Lobby, LLC of Customer's fees for services, the term of the Agreement shall commence and Georgia Lobby, LLC will begin providing the requested services. The terms and conditions of the Agreement between Georgia Lobby, LLC and Customer are memorialized on the Agreement provided on Georgia Lobby, LLC's Website. Paying of the fees for the requested services binds Georgia Lobby, LLC and Customer to the terms and conditions of the Agreement on Georgia Lobby, LLC's Website, a copy of which is available to be downloaded by Customer at Customer's convenience. Unless otherwise specified herein or on the Website, each Georgia Lobby, LLC service is for a one (1)-year initial term. Any renewal of services with Georgia Lobby, LLC is subject to Georgia Lobby, LLC's then current terms and conditions, including, but not limited to, successful completion of any applicable authentication procedure, and payment of all applicable service(s) fees at the time of renewal. Georgia Lobby, LLC will provide Customer with notice prior to the renewal of your services at least thirty (30) days in advance of the one (1)-year anniversary of the then-current term (the "Renewal Date"), including any changes to the costs of the services provided hereunder. Prior to the Renewal Date, Georgia Lobby, LLC will send Customer an invoice for the services; terms of invoice shall be net fifteen (15) days. Additionally, all changes to the costs of the services provided hereunder will appear on Georgia Lobby, LLC's Website. Renewal of services will be contingent on receipt of payment by Georgia Lobby, LLC on or before the Renewal Date, or within fifteen (15) days from Customer's receipt of the invoice for renewal, whichever is the last to occur, the "Paid Renewal Date," for the same terms then currently in place for the service, and at the then-current price for the service. Failure by Customer to remit payment for services and for Georgia Lobby, LLC to receive said payment for the immediately following one (1)-year term by the Paid Renewal Date subjects Customer to the immediate termination of services by Georgia Lobby, LLC. All subsequent one (1)-year renewals will become effective upon receipt by Georgia Lobby, LLC of Customer's payment for renewal. The invoice for renewal shall contain language substantially the same as follows: "Paying of the fees for renewal of the requested services binds Georgia Lobby, LLC and Customer to the terms and conditions of the Agreement on Georgia Lobby, LLC's Website, a copy of which is available to

be downloaded by Customer at Customer's convenience." Customer acknowledges and agrees that all one (1)-year renewals will be entered into by payment for requested services at the time such payment is received by Georgia Lobby, LLC subjecting both Customer and Georgia Lobby, LLC to the terms and conditions of the then current version of the Agreement. Customer acknowledges and agrees that the renewal price may be higher or lower than the price Customer paid for the then-current term of the service. In any event, Customer is solely responsible for the payment. In addition, Customer is solely responsible for ensuring the services are renewed. Georgia Lobby, LLC shall have no liability to Customer or any third party in connection with the renewal as described herein, including, but not limited to, any failure or errors in renewing the services. Customer acknowledges and agrees that in order to process a renewal, Georgia Lobby, LLC may use third-party vendors for the purpose of updating the expiration date and account number of your credit card on file. Such third-party vendors maintain relationships with various credit card issuers and may be able to provide Georgia Lobby, LLC with the updated expiration date and account number for your credit card by comparing the information Georgia Lobby, LLC has on file with the information the third-party has on file. Customer acknowledges and agrees that Georgia Lobby, LLC may share your credit card information with such a third-party vendor for the purpose of obtaining any update to your credit card expiration date and account number.

LIMITATION OF LIABILITY.

5. **EXCLUSIVE REMEDY.** THE REMEDIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND CUSTOMER AGREES THAT GEORGIA LOBBY, AND ITS SHAREHOLDERS, MEMBERS, MANAGERS, MEMBERS, OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES, ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY GEORGIA LOBBY SERVICE(S) PROVIDED UNDER THIS AGREEMENT AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT CUSTOMER PAID FOR SUCH SERVICE(S) DURING THE PREVIOUS TERM OF THIS AGREEMENT. IN NO EVENT SHALL GEORGIA LOBBY, AND ITS SHAREHOLDERS, MEMBERS, MANAGERS, MEMBERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, LICENSORS AND CONTRACTORS (INCLUDING THIRD PARTIES PROVIDING SERVICES AS PART OF THE SUBSCRIPTION SERVICE FOR GEORGIA LOBBY) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUES, EVEN IF GEORGIA LOBBY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER UNDERSTANDS AND RECOGNIZES THAT THE SYSTEM BY WHICH THESE SERVICES ARE OFFERED MAY EXPERIENCE PROBLEMS OF VARIOUS KINDS RESULTING IN AN INABILITY TO PROVIDE SERVICES.

6. **Limitations on Claims and Filing Claims.** Customer agrees that Georgia Lobby, LLC will not be liable for any claim or demand of any nature or kind whether asserted against Georgia Lobby, LLC or against Customer by a third party, arising out of the Services or materials provided or use of same; Customer agrees to indemnify and hold Georgia Lobby, LLC harmless from claims of third parties arising out of the Customer's use of the services or materials provided pursuant to this Agreement. Georgia Lobby, LLC shall not be liable or deemed in default for any delays or failures in performance or interruption of services resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including problems with or delays caused by its database or other providers. No action or suit, regardless of form, other than an action for payments due Georgia Lobby, LLC, arising out of transactions pursuant to this agreement may be brought by either party more than one (1) year after the cause of the action accrues.

WARRANTY

7. **By Georgia Lobby, LLC.** ALL GEORGIA LOBBY SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS. GEORGIA LOBBY, LCC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. WHILE GEORGIA LOBBY, LCC STRIVES FOR ACCURACY AND COMPLETENESS OF DATA AND SERVICES FURNISHED PURSUANT TO THIS AGREEMENT, NO WARRANTY OR REPRESENTATION IS MADE OR IMPLIED AS TO SUCH.
8. **By Customer.** Customer warrants that it is aware of, and will comply with, all applicable federal, state or other laws with regard to access to, or use of, any and all information or services provided by Georgia Lobby, LLC hereunder.

TERMINATION.

9. **By Customer.** Customer may terminate this Agreement at any time upon written notice to Georgia Lobby, LLC for any reason. In the event Georgia Lobby, LLC receives Customer's notice of termination within fourteen (14) days after Customer's initial subscription and purchase of the Georgia Lobby, LLC services hereunder, the Customer shall be entitled to a full refund, If notice of termination is not received by Georgia Lobby, LLC from Customer within such fourteen (14)-day time period, no refund will be made.
10. **By Georgia Lobby, LLC.** Georgia Lobby, LLC may terminate this Agreement or any part of the Georgia Lobby, LLC services at (i) any time in the event Customer breaches any obligation hereunder; (ii) Customer fails to respond within ten (10) calendar days to an inquiry from

Georgia Lobby, LLC concerning the accuracy or completeness of the information referred to in Section 3 of this Agreement; or (iii) any time upon written notice to Customer for any reason, provided Georgia Lobby, LLC shall provide a pro rata refund for the time remaining on the Agreement if Georgia Lobby, LLC terminates this Agreement pursuant to Section 6 (b) (iii).

11. **Effect of Termination.** Unless otherwise set forth in this Agreement or the Website, upon termination of this Agreement, Customer shall not receive any refund for payments already made by Customer as of the date of termination. Further, if termination of this Agreement is due to Customer's default hereunder, Georgia Lobby, LLC may exercise all right and remedies as set forth in this Agreement or pursuant to applicable law.

12. **GENERAL CONDITIONS.** This Agreement is between Georgia Lobby, LLC and Customer, and is not for the benefit of any third party, whether directly or indirectly (including, if applicable, any Additional User(s) accessing the Georgia Lobby, LLC services by means of an account established by Customer). The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Georgia Lobby, LLC's prior written consent, which may be withheld for any reason. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS THEREOF. CUSTOMER AND GEORGIA LOBBY, LLC AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS LOCATED IN THE COUNTY OF FULTON IN THE STATE OF GEORGIA. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous or contemporaneous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in writing signed by both parties, except as otherwise provided herein. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent by next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

13. **AUTHORITY.** By clicking "I Agree", executing this Agreement and delivering same to Georgia Lobby, LLC or accessing any of Georgia Lobby, LLC services hereunder, Customer represents and warrants to Georgia Lobby, LLC, that Customer has the full power and authority to enter into and perform this Agreement, has received, read and clearly understands the terms and conditions of this Agreement and agrees to be bound by the terms and conditions of this Agreement.

I have read the terms of the contract and I agree to the terms of the contract.

Signed: _____ [name of subscriber]

Date: _____

Revised 3/3/2021