

MASTER PARTNER AGREEMENT

This Master Partner Agreement (the “**Agreement**”) is between the applicable Rapid Web Services, LLC, a Florida Limited Liability Company d/b/a The SSL Store located at 146 2nd Street North #201, St. Petersburg, FL 33701 (“**The SSL Store**”) and the entity or business engaging as a partner with The SSL Store under one or more of The SSL Store’s partner programs (“**Partner**”) and, together with any Addendum Partner may enter into with The SSL Store, govern Partner’s access to and participation in the Partner Network. By executing an Addendum that references this Agreement, by electronically accepting this Agreement via The SSL Store’s online services, or by otherwise enrolling in the Partner Network, Partner hereby accepts this Agreement. If you are an individual or individuals entering into this Agreement on behalf of Partner, you represent and warrant that you are authorized representatives of Partner with the authority to bind Partner to this Agreement.

1. DEFINITIONS

“**Addendum**” means a mutually agreed upon addendum, purchase schedule, order form, or other purchasing document, including a Specific Partner Addendum, setting forth commercial and other terms related to the Partner’s provision of Services under the Partner Network, whether such document is in hard copy or online.

“**Associates**” refers to any person or entity engaged by Partner to sell, market, or advertise Services or to otherwise communicate with Customers.

“**Certificates**” means any type of digital certificate.

“**Confidential Information**” refers to all information, documentation, knowledge, data, techniques, or know-how, through any medium of expression, in any form or format including but not limited to the software, electronic, web-based, video, DVD/CD-Rom, audiotape, and print, of The SSL Store or its agents, representatives, or affiliates, that is not generally known to the public that is disclosed by The SSL Store to Partner or that is otherwise learned by or comes into the possession or knowledge of Partner in connection with, or as a result of this Agreement and that has been identified or is treated as being proprietary or confidential or that by the nature of the circumstances surrounding the disclosure or receipt, or by the nature of the information itself, would be treated as proprietary and confidential by a reasonable person.

“**Customer**” refers to persons or entities purchasing Services from Partner, regardless of whether such Customer is the end user or a sub-Partner.

“**Customer Agreement**” has the meaning assigned to it in Section 5.1

“**EULA**” refers to the terms of use of the Vendor which govern the sale, use, maintenance, and support of Services. If the Services are provided by DigiCert, Inc. (“DigiCert”), DigiCert’s EULA is located at www.digicert.com/subscriber-agreement/, and if the Services are provided by Sectigo Limited (“Sectigo”) Sectigo’s EULA is located at <https://sectigo.com/legal>, each as updated from time to time.

“**Export Control**” has the meaning assigned to it in Section 15.

“**Intellectual Property Rights**” means any and all now known or hereafter existing rights associated with intangible property including, but not limited to, registered and unregistered United States and foreign copyrights, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how, and all other intellectual property and proprietary rights (of every kind and nature throughout the universe and however designated).

“**Marks**” refers to logos, symbols, drawings, icons, or intellectual property provided to Partner by The SSL Store or a Vendor.

“**Materials**” refer to marketing materials, sales guides, or other writings, videos, images provided to Partner.

“Partner Network” means the resources, benefits and programs made available to The SSL Store partners as set forth in the Partner Portal, including those associated with specific partner types, tiers, territories, or other differentiations.

“Partner Portal” means SSL Store’s web-based application that allows Partner to obtain direct access to marketing resources, technical details, training resources, and support forums relating to the Services, and information regarding the Partner Network. The Partner Portal is accessed through thesslstore.com and requires the use of secure log-on credentials assigned to Partner.

“Services” means any type of Certificates or other products, software, and services that The SSL Store makes available to Partner through the Partner Network or an Addendum, as such Services may be updated, upgraded, or revised from time to time in The SSL Store’s sole discretion.

“SSL Store CertCentral” means a DigiCert CertCentral account that is controlled by The SSL Store.

“Vendors” refers to entities which license Services to The SSL Store for resale, including but not limited to, as of the effective date, DigiCert and Sectigo.

“Vendor Technology” has the meaning assigned to it in Section 15.

2. **“Territory”** means the geographic location where Partner may conduct activities under this Agreement, as more fully described in the Addendum. Unless otherwise specified in an Addendum and amendment to this Agreement signed by both parties, the Territory is worldwide (subject to the exclusions set forth in Section 15 (Compliance with Law)).

PURCHASE OF RIGHTS

2.1. Partner is granted the right to purchase Services from The SSL Store during the term of this Agreement (and successor terms, if applicable), subject to the limitations set forth herein. The Partner may sell the Services to Customer, subject to the limitations of this Agreement. The SSL Store’s grant of rights to the Partner is non-exclusive to Partner. The Partner may not transfer, sell, assign, or otherwise hypothecate its rights under this Agreement, whether by assignment or operation of law, change of control, merger, or otherwise without the prior express written approval of The SSL Store. Any attempted assignment in violation of this Section shall be void. The SSL Store, however, may assign its rights granted by this Agreement. The SSL Store retains all rights not expressly granted to Partner.

2.2. Partner is also granted the revocable right to use Materials provided by The SSL Store, however, such right is subject to any limitations conveyed to Partner by The SSL Store or a Vendor at any time. Such limitations are subject to change in The SSL Store’s or a Vendor’s sole discretion. The parties recognize that rights to certain Materials belong to Vendors, although, The SSL Store nevertheless may enforce any of its rights or the rights of Vendors with respect to the trademark, copyrights, or ownership of the Materials or intellectual property contained therein. The SSL Store retains all intellectual property rights in Materials created by The SSL Store. Partner may not attempt to register or claim ownership in any Services or Materials.

3. NATURE OF RELATIONSHIP

3.1. Partner has purchased the right to advertise, market, and sell Services, however, Partner shall not represent itself as an agent, employee, employer, partner, or affiliate of The SSL Store. Likewise, The SSL Store shall not represent itself as an agent, employee, employer, or affiliate of Partner. Each party shall be considered independent contractors and neither shall have the authority, expressed or implied, to commit or obligate or bind the other in any manner whatsoever, except as specifically authorized in writing by an authorized representative or agent of The SSL Store or Partner.

3.2. The Partner recognizes that Services may originate from Vendors with whom Partner must enter into written agreements regarding the marketing, advertising, and sale of Services as well as customer support. The SSL Store is in no way liable to Partner for the actions of Vendors, except to the extent specifically provided for herein.

4. FEES AND TAXES

4.1. Fees, Discounts and Payment Terms. Partner shall pay The SSL Store the applicable fees for the Services purchased upon receipt of an invoice from The SSL Store. Unless otherwise agreed to in an Addendum, discounts will be set forth in the Partner Portal. For certain Services, The SSL Store will set forth pricing in a quote issued by The SSL Store to Partner. The amount listed in the quote will reflect all discounts available to Partner. To accept a quote, Partner will issue a purchase order against each quote upon receipt thereof, and the quote and corresponding purchase order will constitute an Addendum under this Agreement. For Certificates and related Services ordered through The SSL Store or SSL Store CertCentral, unless otherwise stated in an Addendum or quote, Partner shall pay fees at a discounted rate from the manufacturer's suggested retail price ("MSRP") published by the Vendor. The SSL Store will make the MSRP available to Partner upon written request. For clarity, if there is regional MSRP set by the Vendor, only the standard MSRP for the United States of America applies. All fees due under any Addendum are non-refundable.

4.2. Taxes. All taxes, duties, fees and other governmental charges of any kind (including sales, services, use, and value-added taxes, but excluding taxes based on the net income of The SSL Store) which are imposed by or under the authority of any government on the fees charged herein shall be borne by Partner and shall not be considered a part of, a deduction from or an offset against such fees. All payments due to The SSL Store shall be made without any deduction or withholding on account of any tax, duty, charge, penalty, or otherwise except as required by law in which case (a) the sum payable by Partner in respect of which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, The SSL Store receives and retains (free from any liability in respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required, (b) Partner shall pay the full amount required to be deducted or withheld to the relevant governmental authority in accordance with applicable law, and (c) Partner shall promptly provide The SSL Store satisfactory evidence of such payment to the relevant governmental authority upon request.

4.3. Fee Changes. The SSL Store reserves the right to change the fees for the Services at any time. The SSL Store shall use commercially reasonable efforts to provide Partner with prior notice of any change, but such changes shall not require Partner consent. Any change to fees will be effective 30 days from the earlier of the date (i) The SSL Store updates the fees via the Partner Portal or other applicable The SSL Store website or portal and (ii) provides notice of the fee change to Partner.

4.4. Re-sale Fees. Partner is solely responsible for determining the fees Partner charges to Customers, invoicing Customers, and collecting such fees. For the avoidance of doubt, Partner is responsible for invoicing its sub-Partner's orders and The SSL Store will invoice Partner (not sub-Partner) for all orders placed by Partner on behalf of itself or for its sub-Partners, in accordance with the payment terms specified above.

4.5. Credit Terms. At The SSL Store's discretion, Partner may be required to complete a credit application and execute a credit agreement provided by The SSL Store. The terms and allocation in relation to such credit agreement shall be at The SSL Store's sole discretion. The SSL Store may modify, suspend, or revoke credit terms at any time in its sole discretion based on changes in Partner's financial condition or payment history.

5. OBLIGATIONS OF PARTNER:

5.1. End User Terms. If Partner is providing the Services to an Customer, either directly or through a sub-reseller, then Partner shall cause or shall cause its sub-resellers to cause the Customer to enter into an agreement with respect to the Services purchased by the Customer (a "**Customer Agreement**"). The Customer Agreement must contain terms and conditions that are substantially similar to the most current and applicable Vendor EULA for the Services being purchased, or Partner shall ensure that the Customer enrolls for the Services directly with the Vendor. Partner will be solely responsible for any obligations or

liabilities to Customers that are materially inconsistent with the EULA. Partner shall promptly provide copies of any agreed to Customer Agreements to the Vendor at the Vendor's request and shall use commercially reasonable efforts to ensure that all Customers abide by the terms of the applicable Customer Agreement(s).

5.2. Standard Terms. The Partner shall at all times relevant to this Agreement comply with The SSL's Stores terms and conditions, which can be found at <https://www.thesslstore.com/termsandconditions.aspx>. In the event there are any conflicts between The SSL Stores terms and conditions and this Agreement, the terms of this Agreement will govern.

5.3. Service Knowledge. The Partner shall ensure its own personnel and Associates, and its sub-resellers and their personnel and Associates are properly trained and familiar with the Services. For purposes of this Agreement, "properly trained" shall at minimum, be defined as being familiar with all Services being sold by the partner and the information contained within the Materials for those Services.

5.4. Customer Support. The Partner shall provide support to Customers. Said support includes, but is not limited to, answering and resolving presale/post sale inquiries, assisting Customers with set up and integration of Services, screening potential problems, performing diagnostics for Customers, and troubleshooting problems with Services for Customers.

5.5. Trademark Usage. The Partner may not use any logo, trademark, tradename, URL, or other property belonging to The SSL Store in its search engine marketing. All search engine marketing must comply with the following rules:

5.5.1. Do not target keywords that represent The SSL Store properties (for example "ssl store" or "thesslstore").

5.5.2. Do not target keywords that are typos or variations of The SSL Store properties (for example "ssl stor").

5.5.3. All The SSL Store properties (including common typos and variations) must be added as negative keywords to all campaigns.

5.5.4. Do not use any of The SSL Store's URLs as the display or destination URL in any advertisement.

6. **OBLIGATIONS OF THE SSL STORE**

6.1. The SSL Store shall provide Partner with email support for Services. Said support includes, but is not limited to answering and resolving Service inquiries, providing Materials, and communicating with Vendor regarding Service performance on behalf of Partner when applicable.

6.2. The SSL Store shall pay all expenses and liabilities it incurs in selling Services to Partner, including taxes, processing fees, or other expenses incurred in the advertising, marketing, sale, or support of Services to Partner. It is the intent of the parties herein to each pay for their respective costs incurred in their individual performance of this Agreement.

6.3. The SSL Store shall refrain from communicating with Customers unless such communication is necessary to enforce this Agreement.

7. **TERM AND TERMINATION**

7.1. Term. This Agreement commences on the Effective Date and continues until terminated as set forth in this Agreement. Each Addendum will have the term set forth in such Addendum.

7.2. Termination for Convenience. Either party may terminate this Agreement for convenience upon thirty (30) days' prior written notice to the other party. Notwithstanding the foregoing, any Addendum currently in existence as of the termination date of the Agreement will remain in force and be governed by the terms of this Agreement until the end of the Addendum Service Term.

7.3. **Termination for Cause.** The SSL Store may terminate this Agreement, including any Addendum, immediately if Partner: (i) materially breaches this Agreement (including any appendices or addenda thereto) and fails to remedy the material breach within ten (10) days after receiving notice of the material breach; (ii) engages in illegal or fraudulent activity in connection with this Agreement or in activity that could otherwise materially harm The SSL Store's business in connection with this Agreement; (iii) has a receiver, trustee, or liquidator appointed over substantially all of Partner's assets; (iv) has an involuntary bankruptcy proceeding filed against Partner that is not dismissed within 30 days of filing; or (v) files a voluntary petition of bankruptcy or reorganization. In addition, The SSL Store may terminate this Agreement, at any time, if Partner breaches any payment-related obligations including those in any Addendum and fails to cure such breach within twenty (20) days, or a different period agreed to by the parties, following notice thereof from The SSL Store.

7.4. **Effect of Termination.** Upon the expiration or termination of this Agreement, Partner shall cease selling, marketing, promoting, and purchasing Services, except to the extent permitted under the terms of an Addendum that has not yet expired or terminated. Any expiration or termination of this Agreement does not (i) discharge any obligation(s) that have accrued, or (ii) entitle the Partner to any refund, including any annual purchase or minimum commitment fee. Partner may invoice and/or collect payment from Customers with outstanding balances. Expiration or termination of this Agreement for any reason shall not affect any End User Terms and The SSL Store shall continue to support the Services that were purchased prior to termination, for the validity periods thereof, provided Partner is not in breach of this Agreement and the applicable Customers of the Services are not in breach of their End User Terms.

7.5. **Survival of Terms.** Expiration or termination of this Agreement shall not relieve either party of any obligations that accrued prior to the date of such expiration or termination. The provisions of Sections 5, 8.4, 8.5, 9, 10, 11, 12 and 13 (inclusive) survive the expiration or termination of this Agreement for any reason.

8. **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

8.1. **Disclaimer of Warranties.** Except as specifically provided herein or in a Vendor's EULA, the Services offered herein are provided "as is". The SSL Store disclaims all warranties, express, implied or statutory as to any matter whatsoever, including all implied warranties of merchantability, fitness for a particular purpose, and non-infringement of third-party rights.

8.2. **Limitation of Liability.** EXCEPT FOR AMOUNTS PAYABLE FOR CLAIMS ARISING UNDER SECTION 2 (PURCHASE AND RIGHTS), SECTION 9 (INDEMNIFICATION), SECTION 10 (CONFIDENTIAL INFORMATION), OR ANY OUTSTANDING AMOUNTS OWING BY PARTNER UNDERSECTION 4 (FEES AND TAXES), NEITHER PARTY IS LIABLE TO THE OTHER PARTY OR TO ANY OTHER THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR OTHER CAUSE OF ACTION (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY, OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OR OTHER WORK OR IMPAIRMENT OR OTHER ASSETS; OR LABOR CLAIMS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL THE SSL STORE'S TOTAL LIABILITY TO PARTNER ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS PAID BY PARTNER UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM, UP TO A MAXIMUM OF ONE MILLION DOLLARS USD (\$1,000,000).

9. **INDEMNIFICATION**

9.1. **Indemnification by Partner.** Partner shall indemnify The SSL Store and its affiliates, and such directors, officers, agents, employees, successors, and assigns from any and all third-party claims, suits, proceedings, judgments, damages, and costs (including reasonable attorneys' fees and expenses) based on or arising out of Partner's breach of this Agreement.

9.2. **Indemnification by The SSL Store.** The SSL Store shall indemnify Partner and Partner directors, officers, agents, employees, successors and assigns from any and all third-party claims, suits, proceedings, judgments, damages, and costs (including reasonable attorneys' fees and expenses) to the extent arising from the gross negligence or willful misconduct of The SSL Store in the performance of this Agreement.

9.3. **Procedures.** Subject to the limitations set forth herein, the indemnifying party, at its own expense, shall (a) defend, or at its option settle, any claim, suit, or proceeding against the indemnified party for which it has an indemnification obligation under this Agreement; and (b) pay any final judgment entered or settlement against the indemnified party in any such suit or proceeding defended by the indemnifying party; so long as the indemnified party gives the indemnifying party prompt written notice of such claim, suit, or proceeding and the right to control and direct the investigation, preparation, defense and settlement of such claim. An indemnified party shall reasonably cooperate with the indemnifying party, who shall not take any action to settle or defend any such claim, suit, or proceeding that would in any manner impose obligations (monetary or otherwise) on an indemnified party without the indemnified party's written consent, not to be unreasonably withheld. An indemnified party has the right to participate in the defense of any claim with its own counsel and is responsible for all costs associated therewith.

10. CONFIDENTIAL INFORMATION

10.1. **Obligation.** Each party, as the recipient of Confidential Information from the other Party, agrees that it will not disclose, provide or otherwise make available any Confidential Information of the disclosing party, without the disclosing party's prior written consent; provided, however, that the receiving party may disclose Confidential Information to its affiliates and to its legal and business advisors and to potential investors. In addition, each recipient party agrees that it will not:

10.1.1. Use the disclosing party's Confidential Information for any purpose beyond the scope of this Agreement.

10.1.2. Copy any part of such Confidential Information or disclose any part of such Confidential Information to any person other than the recipient's employees who need the information to perform their duties.

10.1.3. Authorize or permit recipient's employees or agents to use or disclose any part of such Confidential Information in violation of this Agreement.

10.1.4. Reverse engineer, de-compile or disassemble any of such Confidential Information nor use any of such Confidential Information for the purpose of reverse engineering, de-compiling or disassembling the Services.

10.2. **Exclusions.** The recipient party's obligations under this Section will not apply to any portion of the disclosing party's Confidential Information that:

10.2.1. At the time of disclosure to recipient, was in the public domain or subsequently becomes a part of the public domain through no breach of this Agreement.

10.2.2. Recipient had in its possession at the time of disclosure by the disclosing party, as established by written documentation in existence at that time, and that was not acquired directly or indirectly from the disclosing Party or with knowledge of confidentiality restrictions.

10.2.3. Recipient subsequently acquires by lawful means from a third party who is under no obligation of confidentiality or non-use owed to disclosing Party.

10.3. **Return of Confidential Information.** Upon request by the disclosing party, the recipient party will return any portion of the disclosing party's Confidential Information that recipient no longer has the right to use, including all copies of that Confidential Information, or, if so directed by the disclosing party in writing, the recipient will destroy all copies of that Confidential Information and will certify to the disclosing party in writing that all copies have been destroyed.

11. NOTICE

11.1. The parties hereto are under a continuing duty to update their respective addresses designated to receive notices pursuant to this Agreement. All notices, requests, demands and other communications which are required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and received (a) upon delivery, if personally delivered; (b) upon confirmed transmittal, if by facsimile or email; (c) on the next business day, if sent overnight by a nationally recognized overnight courier and receipted for by the recipient or an agent of the recipient; or (d) three (3) business days after mailing, if mailed by registered or certified United States mail, postage prepaid and return receipt requested, and addressed to the party to whom it is directed, at such party's address set forth below, or to such other address as a party may have furnished to the other party by a notice hereunder:

To The SSL Store:

146 2nd Street North, Suite 201

St. Petersburg, FL 33701

To Partner:

[Company Name]

[Company Address]

12. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect. No delay or failure by a party in exercising any right under this Agreement will be construed to be a waiver of that right nor of the right to assert a claim with respect to any future breach of this Agreement. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any default or breach.

13. **Force Majeure.** Except as to payment obligations, neither party will be held responsible for any delay or failure in performance to the extent that such delay or failure is caused by acts beyond a party's control, including, but not limited to, fire, flood, explosion, war, strike, embargo, government regulation, civil or military authority, act of God, or acts or omissions of carriers, provided that the party relying upon this Section 13: (a) gives prompt written notice thereof; and (b) takes all steps reasonably necessary to mitigate the effects of the force majeure event; provided further, that in the event a force majeure event extends for a period in excess of thirty (30) days in the aggregate, either party may immediately terminate this Agreement upon written notice..

14. **Effect of This Agreement.** This Agreement constitutes the complete understanding between the parties with respect to the terms and conditions set forth herein and supersedes all previous written or oral agreements and representations. This Agreement may be modified only in a writing which expressly references this Agreement and is executed by both of the parties. This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement between the parties. Terms and conditions in any purchase orders or similar document associated with the payment of fees that are not included in this Agreement are null and void.

15. **Compliance with Laws.** Each party will comply with all federal, state and local laws, statutes, rules and regulations applicable to the performance of their rights and obligations under this Agreement. Without limiting the generality of the foregoing, each party shall comply with all applicable export laws, regulations, and requirements, including export control laws and regulations of the United States, and the

United States' economic trade sanction laws and regulations ("**Export Control**"). Regardless of any disclosure Partner makes to DigiCert of an ultimate destination of Services, software, hardware, or technical data (or portions thereof) supplied by Vendor ("**Vendor Technology**") and, notwithstanding anything contained in this Agreement to the contrary, Partner will not (a) modify, export, or re-export, either directly or indirectly, any Vendor Technology to any destination restricted or prohibited by Export Control, without first obtaining any and all necessary licenses from the government of the United States or any other country that imposes Export Control; (b) provide Vendor Technology, directly or indirectly, to any person or entity located in a country or region that is subject to a comprehensive trade embargo by the United States or to a proscribed party on the United States Treasury Department's Office of Foreign Asset Control list of "specially designated nationals and blocked persons", the United States Commerce Department's "denied parties list", the United States Commerce Department's "BIS Entity List", the European Commission's "Consolidated list of persons, groups and entities subject to EU financial sanctions", the United Kingdom HM Treasury's Office of Financial Sanctions Implementation's "Consolidated List of Financial Sanctions Targets in the UK", or such other applicable lists; or (c) export or re-export Vendor Technology, directly or indirectly, for nuclear, missile, or chemical/biological weaponry end uses prohibited by Export Control. The SSL Store shall have the right to suspend performance of any of its obligations under this Agreement, without prior notice being required and without any liability to Partner, if Partner fails to comply with this provision.

16. **Non-solicitation of Employees.** During the term of this Agreement and for a period of one (1) year thereafter, neither party will solicit the employment of any employee of the other party involved in the performance of this Agreement or the delivery of services hereunder without the express written consent of such other party; provided, however, that this sentence does not apply to prospective employees who respond to a general solicitation to the public (including through the use of employment agencies, recruiters, etc.) not specifically targeted at such prospective employee, the hiring or engaging of any such employee who responds to any such general solicitation, or responding to, hiring or engaging any such employees who contact a party on their own initiative without any solicitation by or encouragement from such party.

17. **Non-solicitation of Customers.** Partner shall not market, solicit, or sell to any current customer of The SSL Store or its affiliates. Partner shall not solicit any such customer to switch to a different provider of services during the term of this Agreement and for a period of 12 months after the expiration of this Agreement. Notwithstanding anything to the contrary in this section, Partner is not restricted from responding to an inbound inquiry from any customer, including customers of The SSL Store or its affiliates, or from reselling within the scope of such inbound inquiry.

18. **Injunctive Relief.** Nothing herein contained shall bar The SSL Store's right to obtain injunctive relief against threatened conduct that will cause its loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions. Partner acknowledges that any failure to comply with the terms of this Agreement will cause The SSL Store irreparable injury, and Partner agrees to pay reasonable court costs and reasonable attorney's fees incurred by The SSL Store in obtaining specific performance of, or an injunction against violation of, the terms of this Agreement.

19. **No Third-Party Beneficiaries.** The provisions of this Agreement are for the sole benefit of The SSL Store and their successors and permitted assigns, and they will not be construed as conferring any rights to any third party (including any third-party beneficiary rights).

20. **Governing Law and Venue.** In all respects, this Agreement shall be governed by and construed in accordance with the laws of The United States of America as well as the laws of The State of Florida. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective assigns, successors and legal guardians, in accordance with this Agreement. Sole and proper venue for any action or proceeding to enforce or interpret any of the terms and provisions of this Agreement shall be in Pinellas County, Florida.