

Section 8. Independent Contractor: For the purposes of this Agreement, GMASS is an independent contractor. Neither GMASS nor any of its agents, servants, or employees shall become or be deemed to become agents, servants, or employees of the Assessors. This Agreement shall not be construed so as to create any partnership or joint venture between the Assessors and GMASS.

Section 9. Modification of Agreement: The Assessors may, from time to time, require changes in or additions to the scopes of work for the Services to be performed by GMASS hereunder. Such changes and additions, including any increase or decrease in the amount of GMASS's compensation or time of performance, as are mutually agreed upon by the parties shall be incorporated by written amendment to this Agreement.

Section 10. Termination: Should a party breach or violate this Agreement, the non-breaching party may terminate this Agreement upon thirty (30) days written notice specifying such breach or violation in reasonable detail to the breaching party should such breaching party not cure such breach or violation within such thirty (30) day period. In the event that this Agreement is terminated and, at the time of termination, GMASS has not rendered all of the Services, as the case may be, for which it has been paid, in addition to any other rights and remedies of the Assessors, GMASS shall promptly refund to the Assessors the \$6,000, less the commercially reasonable portion of such fee that the parties shall in good faith agree is attributable to the part of the Services both fully performed by GMASS and which are captured and summarized in fully completed deliverables provided to the Assessors that are usable on a practical basis by the Assessors.

Section 11. Notices: All notices to party under this Agreement shall be deemed duly given, upon delivery, if delivered by hand or by electronic means, or five business days after posting, if sent by postage prepaid, Registered or Certified Mail, Return Receipt Requested, to such party at its address set forth below:

ASSESSORS:

Lowndes County Board of Tax Assessors
327 N. Ashley Street
Valdosta, GA 31601
Attn: Silas Hrobar

GMASS:

GMASS, Inc.
P.O. Box 67
Norwood, GA 30821
Attn: Gregg Reese

Section 12. Applicable Law: This Agreement shall be governed by the laws of the State of Georgia.

Section 13. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

Section 14. Amendment or Waiver: This Agreement may not be changed, waived, terminated (except as otherwise specified in Section 10), or discharged except in a writing signed by all parties hereto. No delay or omission by any party in exercising any right with respect hereto shall operate