

The discontinuance fee will be equal to two (2) months of the Client's average monthly billing for the previous six (6) months of Service (excluding any postage charges and professional services fees that were invoiced in that time period). Client agrees to pay the discontinuance fee prior to the effective date of such termination and in addition to all other payables then due and owing to InfoSend. The parties agree that the amount of the discontinuance fee is a reasonable forecast of the just compensation for the harm to InfoSend caused by an early termination of this Agreement, and not a penalty.

### 5.5 Force Majeure

Neither party shall be liable, or deemed to be in default, to the other for any failure or delay in performing an obligation under this Agreement to the extent that its performance is delayed, impaired or rendered impossible by an event beyond its control ("Force Majeure Event") such as natural disasters, war, terrorist acts, riots, labor strikes or shortages, civil disturbances, extra-ordinary losses of utilities (including telecommunications services), computer "hacker" attacks on internet infrastructure, regulatory restrictions, change in law or regulation or other acts of government authority, including civil and military authorities and courts, fuel or energy shortages, transportation stoppages or slowdowns, the inability to procure parts or raw materials, pandemics, supply-chain issues which causes a substantial increase in costs or decrease in availability of materials necessary for InfoSend and/or its Affiliate(s) to perform services under this Agreement, and/or acts or omissions of common carrier. These causes will not excuse Client from paying previously accrued payables due to InfoSend through any available lawful means acceptable to InfoSend.

## 6 Invoicing and Payments

### 6.1 Invoicing

InfoSend will invoice Client monthly and Client will pay InfoSend the fees described in and/or computed in accordance with **Exhibit B (InfoSend Fees)**. Client payment of these invoices is due upon receipt in U.S. dollars and shall be paid NET 30 unless expressly agreed to by InfoSend.

### 6.2 Dispute of Invoice

Should Client dispute any invoices, it must do so in writing within sixty (60) days of the invoice date with specific details as to the matters in dispute or any dispute shall be deemed waived.

### 6.3 Late Payments

InfoSend may elect to assess finance charges on any or all undisputed invoices that become past due at a rate of 1.5% per month.

The recurring nature of InfoSend's Services result in a rapid rise in financial loss to InfoSend if a Client's accounts payable process is delayed, particularly when InfoSend is invoicing Client for postage charges. Therefore, InfoSend reserves the right to suspend Services until payments are brought current if past due account balances cannot be collected from Client. InfoSend's accounting staff will notify Client in writing before Services are suspended and give Client an opportunity to bring the account current before Services are put on hold. Should a hold be instigated, it will immediately be removed once the account is brought current.

## 7 Communications

### 7.1 Notices

Any notice hereunder must be in writing and sent by overnight courier service (such as FedEx or UPS), or USPS certified mail, all with delivery signature requested, to the other party hereto at the respective address set forth below:

#### To Client:

C/O (Department): Utilities  
Address: 327 N Ashley Street  
Valdosta, GA 31601

#### To InfoSend:

C/O: President  
Address: 4240 E. La Palma Avenue  
Anaheim, CA 92807

Notice shall be deemed to have been given and received one (1) business day after being sent via overnight courier service, or three (3) business days after being mailed by USPS certified mail. Each party may update its address or email address by providing written notice to the other party of such change in accordance with this section.

## 8 Confidentiality & Intellectual Property

### 8.1 Confidentiality

All information and data relating to Client's business, as well as all User information, submitted by Client to InfoSend and/or its Affiliate(s) under this Agreement shall be treated as confidential by InfoSend and shall not, except as required to perform the Services under this