

4 Privacy and Security

4.1 Regulatory Compliance

InfoSend will maintain compliance with required Payment Card Industry (PCI) Data Security Standards and Cardholder Information Security Standards, applicable rules and regulations of the Health Insurance Portability and Accountability Act (HIPAA), and applicable sections of the Gramm-Leach-Bliley Act of 1999.

5 Term & Termination

5.1 Term

The term of the Agreement shall commence on the Effective Date. Per OCGA § 36-60-13(a), (a) this Agreement shall terminate absolutely and without further obligation on the part of Client at the close of the calendar year in which it was executed (the "Initial Term") and the close of each succeeding calendar year for which it may be renewed ("Renewal Term"), (b) provided however, the Agreement shall automatically renew at the end of the Initial Term and each Renewal Term thereafter unless either party notifies the other in writing sixty (60) days prior to the end of the current Renewal Term of the party's desire to terminate the Agreement, (c) the Agreement states the total obligation of the Client for the Initial Term and the total obligation which will be incurred in each Renewal Term, if renewed, and (d) title to any supplies, materials, equipment or other personal property shall remain in InfoSend until fully paid by Client.

5.2 Termination for Cause

This Agreement may be terminated for cause as follows:

(i) Material Breach

A material breach of this Agreement by either party shall be cured within thirty (30) days after a party notifies the other of such breach. For those breaches which cannot reasonably be cured within thirty (30) days, the breaching party shall promptly commence curing such breach and thereafter proceed with reasonable due diligence to substantially cure such breach (the "Cure Period"). In the event that such material breach has not been cured within the Cure Period, the non-breaching party may terminate this Agreement in its entirety, or as it pertains to a particular product, deliverable, Service or Professional Service, by providing the other party with thirty (30) days' written notice as of a date specified in such notice.

(ii) Failure to Pay

After sixty (60) days of nonpayment on undisputed invoices, InfoSend may, at InfoSend's option, terminate this Agreement in its entirety or as it pertains to a particular product, deliverable, Service or Professional Service, by giving written notice to Client, as of a date specified in such termination notice, pursuant to Section 6.3.

(iii) Insolvency or Bankruptcy

In the event that either party becomes or is declared insolvent or bankrupt, is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, then the other party hereto may, by giving written notice thereof to such party, terminate this Agreement as of the date specified in such notice of termination.

5.3 Upon Termination

Upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all accounts receivable are accounted for. Upon termination, InfoSend shall cease all Services provided hereunder, unless otherwise directed by the Client in writing and assuming all client fees remain current. Upon termination, Client will promptly pay to InfoSend any and all charges due, without offset, including but not limited to payables that are due pursuant to this Agreement, accrued finance charges, and the discontinuance fee set forth below, where applicable.

5.4 Discontinuance Fee

The parties have mutually agreed upon the fees for the Services to be provided hereunder based upon volumes Client has represented in Exhibit B, Section 2 and the Term of this Agreement. Because of the impracticable or extreme difficulty in ascertaining the actual damages to InfoSend that would result from a termination of the Agreement prior to the expiration of the then-current term, Client agrees to pay a discontinuance fee to InfoSend in the event that (i) Client terminates the Agreement without cause prior to the expiration of the then-current term; or (ii) the Agreement is terminated due to a breach by Client prior to the expiration of the then-current term.