

In performing the Services, InfoSend is responsible for producing for print or online display the content that Client provides to InfoSend. InfoSend is not responsible for reviewing the content for spelling or typos, nor is InfoSend responsible for verifying the accuracy or legality of the content. It is Client's sole responsibility to verify that the content that InfoSend's applications will produce on Client's behalf is appropriate for distribution.

9.4 Inbound Communication Services Disclaimer

InfoSend inbound communication services are intended to receive communications and data from clients to facilitate the performance of InfoSend Services. While the inbound services have been created with certain available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service ("USPS") delivery standards, software, computer hardware, network services, telephone and short message service ("SMS") services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. Client acknowledges that it is aware of the potential hazards associated with using such infrastructure and will be responsible for ensuring InfoSend is in receipt of any communication or data destined for InfoSend. Client releases InfoSend from any and all liability that results from an unsuccessful communication or data transfer to InfoSend, one which does not produce a confirmation receipt from InfoSend.

9.5 Outbound Services Disclaimer

InfoSend outbound communication services are intended to create additional methods of communication for clients in support of existing processes. These services are not intended to replace all interaction with clients' end users or employees. While the outbound services have been created with certain available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as USPS delivery standards, software, computer hardware, network services, telephone and SMS services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Client acknowledges that Client is aware of the potential hazards associated with relying on an

automated outbound service feature when using InfoSend services. Client agrees that it is giving up in advance any right to make any claim against InfoSend, and that Client forever releases InfoSend from any and all liability caused by (a) any failed USPS delivery; (b) any failed email delivery; (c) any failed SMS or call attempts (including excess of calls over and above network or system capacity), incomplete calls, or any busy-outs; or (d) any failure to transmit, obtain or collect data from callers or for human and machine errors, faulty or erroneous input, inarticulate caller communication, caller delays or call lengths exceeding estimated call lengths or omissions, delays and losses in connection with the Services provided hereunder. Such release shall include instances where Client, Client's employees, or Client's end user suffer injury or damage due to the failure of outbound services to operate, even though InfoSend may know or suspect what or how extensive those injuries or damages might be, unless such losses were directly attributable to InfoSend's gross negligence or willful misconduct.

10 Insurance

10.1 InfoSend's Insurance Provisions

InfoSend will maintain the following minimum insurance levels during the Initial Term of this Agreement and any Renewal Terms:

- Commercial General Liability coverage in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate.
- Automobile Liability Insurance coverage in the amount \$1,000,000.00 per occurrence.
- Umbrella Liability Insurance in the amount of \$5,000,000.00 per occurrence and in aggregate.
- Worker's Compensation Insurance with at least the minimum coverage amounts required by law.
- Errors & Omissions Insurance with a \$5,000,000.00 coverage limit.

11. Indemnification & Limitation of Liability

11.1 Indemnification

InfoSend is a service provider. As such, Client acknowledges that data processing involves the risk of human and machine errors and that InfoSend shall not be liable for any errors, omissions, delays or losses.

InfoSend will not be responsible for actions, omissions or delays to Services resulting from incomplete, late or faulty data and/or instructions transmitted by Client. To the extent not prohibited by sovereign or official immunity or