

Exhibit A - Scope of InfoSend Primary Services

This Exhibit A is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the "Agreement") between InfoSend, Inc. ("InfoSend") and the City of Coppell, Texas ("Client"). This Exhibit A provides the Services which InfoSend shall deliver to Client to permit the Client's customers ("Users") to use the products and services to view and pay their bills. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Client will select one or more of InfoSend's Primary Services from the list below by checking the box next to the Primary Service name. Any Primary Services not selected prior to the execution of this Agreement can be added at a later date via an Agreement Amendment.

✓	Data Processing, Printing and Mailing Service ("DPPM Service"): During the term of this Agreement, InfoSend will provide data processing, printing and mailing services. The Service consists of processing data, printing documents, mail preparation, applying postage (where applicable) and sending via the United States Postal Service. Document types include but are not limited to bills, postcards and letters.
✓	eBusiness Services (the "eBusiness Services"): During the term of this Agreement InfoSend will provide eBusiness Services. These services can include presenting bills online and/or accepting and reporting payment transaction information to facilitate ACH and/or credit card payments via web, Interactive-Voice-Response (IVR), SMS, or Bank Billpay (e-Lockbox).

Section 1. Data Processing, Printing and Mailing (DPPM) Service Description

A. Data Transfer and Processing

- Client to transmit data to InfoSend in an agreed upon format. Should Client make changes to data file format after initial setup is complete, it agrees to pay for the professional services required to accommodate the new file format. See Exhibit C – Professional Services – for information on initial setup and ongoing programming changes.
- A File Transfer Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.
- Client will have access to an online Job Tracking application that shows the progress of each file as it is processed and becomes a batch of documents to be printed and mailed. Client can see both the original input file name and the InfoSend-assigned "Job Code".
- InfoSend will process the mailing addresses and perform the following functions:
 - Apply CASS-certified address validation
 - Comply with USPS requirements to obtain pre-sort automation rates for qualified client mail pieces
 - Stay current with all USPS regulations required to mail presorted first-class mail
- InfoSend will optionally provide proofs of the final print-ready PDF files to Client to be reviewed and approved before printing begins (if requested).

B. Document Printing and Mailing

- Batches are printed by InfoSend using a high-speed production process onto the agreed upon forms.
- Printed documents are put through a quality control process and then released to the mailing department to be inserted into outgoing envelope. A return envelope and any applicable inserts are included as defined by client workflow.
- After a batch of mail is completed in InfoSend's system it will be marked as such in the online Job Tracker and a Process Confirmation Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.

Section 2. eBusiness Service Description

A. Full EBPP – Not in Scope per this agreement, however it can be added by addendum, if needed.

B. Basic Email eBilling

- Email-only service that sends eBills to customers via email (no portal to view prior eBills).
- Compliments an existing online payment system by providing eBills electronically.
- Works with client data file flag or supplemental file with customer email addresses.
- Styled HTML email template featuring client branding, including banner image.
- Bill particulars such as Account Number, Due Date, and Amount due are contained in the email body, as well as link to payment portal.
- Includes a PDF of the document attached to an email.

Security: eBilling services using an advanced platform (three-tier) architecture that maximizes security, encrypting all data transmission using SSL technology, and protecting customer data securely behind a robust firewall.

PDF Bill Delivery: The system will email PDF replicas of the printed bill to the customers email address. Bills shall contain identical information and have identical appearance to the paper statements customers would otherwise receive.

Email Notices: Additionally, InfoSend shall provide system generated emails for certain events, including new bill notifications, customer service replies and email address or preference modifications.

Link to Payments: The eBilling service must recognize that the Client contracts with third party portals or is supported by the Client developed portal and will link the customer to the portal.

Customer Service Admin Portal: InfoSend shall provide City's customer service representatives with a portal for managing the application. This portal includes the ability to enroll customers in eBilling services, resend bills, update email addresses and otherwise manage eBilling settings at a customer's request. City's customer service representatives shall also be provided access to securely view archived eBills.

Customer Service Tracking: InfoSend shall provide a two-way secure communication tool as part of the application, whereby residents can submit requests securely via the user portal to the City's customer service representative portal. Customer service representatives shall have the ability to respond and "close" the request when resolved. Communications are to be permanently archived.

Reporting: Provide a listing of all currently active email addresses and all associated demographic data, at least monthly, or upon request of the City.

Any information obtained by InfoSend through the use of the eBilling system shall be used only for the purpose of the City's eBilling. InfoSend shall not use the information for any other purpose, including, but not limited to, solicitation. InfoSend shall not sell, or otherwise release, any information obtained or used by the eBilling system to any party without the express written consent of City's authorized personnel. All information obtained by InfoSend or used by the eBilling service shall be maintained under strict security to prevent any unauthorized release of the information. Furthermore, InfoSend shall develop and maintain the eBilling system, and implement all security measures necessary, to prevent any party from accessing the City's and customer's information.

Section 3. Implementation and Support Description

A. Implementation

- Dedicated Account Manager acts as primary contact and project manager, coordinating all internal setup activities with InfoSend programming and operations staff.
- All setup and training performed virtually, using phone, email, and web-based tools for issue tracking and screen sharing.
- All communications, documentation and test files tracked and stored securely within the InfoSend CRM system, allowing other InfoSend personnel to contribute or take ownership of the project.
- Key milestones are established at kickoff, then tracked and reported throughout the project.
- During programming, InfoSend's Data Processing platform is configured to automate client-specific Quality Assurance (QA) during processing.
- Parallel Testing is run prior to go-live, ensuring all aspects of the application are validated before launch.

- Go-Live includes an "all-hands" approach, with all key InfoSend managers required to review the launch day activity and sign off before application output is final.

B. Support

- Dedicated Account Manager from implementation also assigned to monitor and provide support.
- Dedicated Support Staff for reviewing and responding to incoming issues.
- Multiple communication channels available for client preference: web support ticketing tool, email, and phone.
- Proactive support initiated by InfoSend staff when client data issues are detected by InfoSend Quality Control processes.
- Issues tracked via InfoSend CRM tool, ensuring full resolution before the ticket can be closed.

ACCEPTED AND AGREED:

Client:

By: _____

Name: _____

Title: _____

Date: _____

InfoSend:

By: _____

Name: _____

Title: _____

Date: _____

Exhibit B - InfoSend Fees

This Exhibit B is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the "Agreement") between InfoSend, Inc. ("InfoSend") and the City of Coppell, Texas ("Client"). This Exhibit B provides the Fees which InfoSend shall bill to Client in exchange for Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Section 1. Price Escalations to InfoSend Fees

InfoSend Fees can be adjusted once every twelve (12) months to account for increases in the cost of materials, labor, and other overhead costs. InfoSend reserves the right to increase InfoSend Fees on a yearly basis (starting with the first anniversary of the Agreement date). The Client will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the Fees are changed, unless the terms or conditions of the Agreement have otherwise changed. Postage fees can change at any time per USPS regulations and do not require an amendment to the Agreement.

In addition to this, if Client uses the Printing and Mailing Service, it accepts that InfoSend reserves the right to pass on any extraordinarily high increases to the cost of forms or envelopes at any time. The Client will be notified, in writing, at least thirty (30) days prior to such price increase.

InfoSend pricing is predicated on Client representations of Client and Client User transactional usage. Should Client's actual continuous volume and/or recurring frequency deviate by more than thirty percent (30%) from what Client has represented to InfoSend in Section 2 below, then InfoSend reserves the right to invalidate the Fees listed in this Agreement. Should this rare situation arise then InfoSend will notify Client immediately and negotiate with Client in good faith to pass on any increased costs to Client, in line with actual Client and Client User transactional usage. As defined in Section 5.2(iv) of the Agreement, should InfoSend and Client fail to agree upon updated Fees, InfoSend reserves the right to terminate this Agreement with one hundred eighty (180) days' notice.

Section 2. Client Representations

Client Volume Representations
<u>Customers Contacted or Billed Monthly</u> -13,500 Regular Bills -1,600 Late Bills/Notices
<u>Number of Batches Monthly</u> - 2 Regular Bill Cycles - 2 Late Notice Cycles
<u>Custom Materials and Monthly Volumes</u> - Blue Stock Paper on Late Bills/Notices Only

Section 3. DPPM Fees:

InfoSend Data Processing, Print and Mail Pricing

Document Production Summary	
All Regular Bill Document Types One Page with Return Envelope	\$0.094 per document
All Late Bill Document Types One Page with Return Envelope (Blue Paper Stock)	\$0.094 per document

Finished mail pieces are delivered to the USPS **within one (1) business day**. If samples (proofs) are requested then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 3:00PM local time at the production

facility designated for your account. If samples are required then they must be approved by 5:30PM local time for the file to be mailed by the next business day.

InfoSend can accommodate a Same Day turnaround with a mutually agreeable file transfer and file release (sample approval). InfoSend would be happy to work closely with the City to determine the time frame. Typically file release would be around 10am Central to ensure same day mailing.

The below provides the components of the summary price given above. All pricing is based on "Client Volume Assumptions" listed below and excludes applicable sales tax.

Data Processing	
Setup Fee - Express PDF Input Files	Waived
Setup Fee – Data Only Input Files	Waived
Document Re-Design Fee	Waived
Data Processing Fee (per document)	Included

Printing and Mailing Service	
Bills and Notices - Print Fee per Page with 2/1 Ink	\$0.048
USPS Postage	Pass-through A postage deposit will be required prior to starting service.
Inline Inserts (per page)	Subtract \$0.01 from Print Service Below
Print Color Options (colors per side)	\$0.047 for 1/0 or 1/1 printing \$0.048 for 2/1 or 2/2 printing \$0.055 for 3/1, 3/2 or 3/3 printing \$0.06 for 4/0 or 4/1 printing \$0.064 for 4/4 printing
Excess Pages Handwork Surcharge (per mail piece)	\$0.24
Address Updates	\$0.30 NCOA \$0.30 ACS

Materials	
Paper Stock (per sheet)	\$0.014
Outgoing #10 Envelope	\$0.017
Return #9 Envelope	\$0.015
Outgoing Flat Envelope – used for mail pieces with excess pages	\$0.16
Blue Paper Stock	\$0.014
Inserts – Small - 8.5 x 3.63 (based on current pricing and quantity order of 13,000)	
One Color – Simplex	\$0.0254
One Color – Duplex	\$0.0283
Two Color – Simplex	\$0.0305
Two Color – Duplex	\$0.0334
Full Color – Simplex	\$0.05
Full Color - Duplex	\$0.054
Inserts – Medium – 8.5 x 11 (based on current pricing and quantity order of 13,000)	
One Color – Simplex	\$0.042
One Color – Duplex	\$0.046
Two Color – Simplex	\$0.0468
Two Color – Duplex	\$0.053
Full Color – Simplex	\$0.065
Full Color - Duplex	\$0.07
Inserts - Large – 11 x 17 (based on current pricing and quantity order of 13,000)	
One Color – Duplex	\$0.07
Two Color – Duplex	\$0.08
Full Color - Duplex	\$0.0924
Optional Document Services	
Drop Shipped Inserts (Note: InfoSend Produced Inserts are priced on request) (Offline Folding)	\$0.007 per insert \$0.006 additional per insert folded
Enhanced Print Quality	N/A
Envelope Messaging – includes printing the message. Stock priced separately.	Priced per Specification – Current Sample pricing for several options below: One Color (face) - \$0.013 1/1 (face/back) - \$0.0182 Two Color (face) - \$0.0185 2/2 (face/back) - \$0.027 Full color (face) - \$0.059 4/4 (face/back) - \$0.094

Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.007- For 12 Months of Retention \$0.01 - For 24 Months of Retention \$0.015- For 36 Months of Retention
Electronic Inserts	\$0.007
Final Doc Transfer (FTP)	\$0.009 per image InfoSend Batch File \$0.015 per image Custom File Format
Professional Services Rate (per hour)	\$125
Return Mail Service	\$0.25 per reported returned mail piece \$0.50 per mail piece returned to InfoSend PO Box

Fee Explanations

Data Processing

- **Setup Fee - Express PDF Input:** requires a final composed PDF is uploaded to InfoSend for processing. Clients maintain control of document look and feel, but InfoSend designs a program to parse the necessary data from the PDF.
- **Setup Fee - Data Only Input:** requires the client provide a flat data extract, InfoSend creates, hosts and maintains an application to generate documents. Existing document design is copied.
- **Document Re-Design Fee:** using the “Data Only Input” method, InfoSend’s Client Services Team assists in redesigning the format of printed documents to improve communications or to take advantage of new printing capabilities.
- **Data Processing Fee:** per document image that is processed by the InfoSend system for output.

Printing and Mailing Service

- **Print Fee:** price includes black plus blue, green or red duplex printing of variable data and form elements on the front and back of the page onto white form with a perforation.
- **Postage:** clients are invoiced for the exact postage used. Leveraging InfoSend’s USPS compliance and expertise, clients are provided the lowest possible USPS automated rates when client batches qualify.
- **Inline Inserts:** price for inserts printed on demand as additional pages. Allows for more dynamic customer messaging with the extra pre-production lead time and overhead.
- **Optional Color Upgrades:** Different options are available at different prices. Numbers fewer than 4 equal individual colors, 4 equals full color. The number 1 means black or grey. All sheets are billed at the same rate; the price for the sheet with the highest number of colors is the applicable fee. **4 equals CMYK (full color).**
- **Excess Pages Handwork Surcharge:** surcharge is assessed per mail piece (not per page). This surcharge only applies to multiple page bills that have too many pages to be inserted into a #10 envelope by machine. This surcharge covers the necessary manual labor required to process these mail pieces.
- **Address Updates – NCOALink or ACS:** per reported update. InfoSend electronically reports the addresses it received in your data that need to be updated because the customer filed a Change of Address Report with the USPS. Cost is per update.
- **Postcard Printing:** price includes duplex printing of variable data and static elements on the front and back of the postcard stock. The paper stock price is listed separately below.
- **Postcard Color Upgrades:** same as above, all sheets are billed at the same rate; the price for the sheet with the highest number of colors is the applicable fee. **4 equals CMYK (full color).**

Materials

- **Paper Stock:** white paper stock with or without perforation. Paper is 8.5x11” and 24lb. Price includes all inventory costs. A larger 8.5x14” format is available at a higher material cost and higher printing cost.
- **Outgoing #10 Envelope:** #10 InfoSend Standard Double Window Outgoing Envelope. Includes security tint printed on the inside of the paper stock and clear film that prevent the contents of the envelope from being viewed. Sourced with sustainably logged paper (SFI).
- **Return #9 Envelope:** #9 InfoSend Standard Single Window Return Envelope. Includes the same security tint and SFI paper as the #10.
- **Outgoing Flat Envelope:** single window envelope, only used for multiple page statements that do not fit in the #10 envelope.

Optional Document Services

- **Drop Shipped Inserts:** clients can print and fold inserts and ship them to InfoSend to be included with InfoSend produced mail. Additional fee applies if insert arrives at InfoSend but requires folding prior to insertion. Setup fees may apply for programming selective inserting. InfoSend-printed inserts are quoted upon request.
- **Enhanced Print Quality:** the baseline print image quality for transactional documents such as statements and invoices is 600 x 600 DPI. Work produced from InfoSend's Anaheim facility can be printed at an enhanced image quality at an additional cost. This option uses high definition pigment ink & variable drop sizes to achieve a perceived 1200 x 1200 DPI image quality.
- **Envelope Messaging:** custom messages and images can be printed onto the standard InfoSend #10 double window envelope as a more cost-effective alternative to pre-manufactured custom envelopes. The price depends on the artwork – number of colors and whether it prints on one or both sides of the envelope, as well as order quantity. Price is quoted upon request.
- **Print Image Archiving:** fee per document to process, index, and store a document as a PDF for a set number of months. PDFs are securely accessed using an InfoSend website application. Third party applications can also access the PDFs via a lightweight API with no cost. Setup fees may apply depending on configuration needs.
- **Electronic Inserts:** fee per digital image of a physically produced insert included in the PDF copy of a document. Ensures that client representatives and client customers can get the same information in the electronic bill as would go out physically.
- **Final Doc Transfer FTP:** each completed InfoSend batch is indexed and transferred to you via FTP or SFTP to store on your own network. InfoSend's standard Batch File format is one PDF per batch with an XML companion file providing meta data and page numbers. If the client requires a custom scheme, including individual PDFs per each image in a batch, the Custom fee applies. Note: setup fees may also apply for some custom setups.
- **Professional Services Fee:** per hour and performed only upon request for customizations made to processing program or document format after go-live. Work is only started after receiving client approval of a formal quote.
- **Return Mail Service:** InfoSend will provide electronic reporting of mail that is returned by USPS, saving clients the hassle of receiving and opening returned mail to update records. Optionally, InfoSend can provide a PO Box to gather any mail USPS returns, and InfoSend operators will scan in and update the report electronically for your staff.

Section 3.1. Custom Forms/Envelopes

If Client has selected the Printing and Mailing Service and at any time requests that InfoSend Fees include the cost of custom Client-specific materials (either in this Agreement or since its execution), then Client understands and accepts that these materials will be purchased in bulk to achieve the lowest possible per-unit cost. Client agrees to purchase any remaining supplies of requested custom materials (normally forms or envelopes) if Client stops using InfoSend's Service for any reason. Client agrees to purchase the remaining supply of custom forms/envelopes upon Client's request to change the custom forms/envelopes before the supply has been depleted.

Section 3.2. USPS Postage Rates

Postage rates are determined by the United States Postal Service. All postage rate changes are determined directly by USPS and are independent of any InfoSend service or materials fees. In no event shall any change in the postage rates affect the InfoSend service or materials fees. The Client will be invoiced the amount of excess for overweight and foreign mail.

Section 3.3. Postage Deposit

InfoSend purchases the postage needed to mail Client documents on the day of mailing. The postage charges are later invoiced to Client based on the Client's payment terms. InfoSend requires Client to submit a postage deposit prior to the first mailing to facilitate the payment terms. This amount will remain in deposit for the duration of the Agreement. Upon Agreement expiration or termination Client must pay in full any outstanding invoices from InfoSend for payables created under this Agreement; the postage deposit will be refunded within fifteen (15) days of the date that the last open invoice is paid.

The postage deposit is subject to an annual review and may be adjusted to account for changes to Client average mailing volume or changes to USPS postage rates. There will be no more than one adjustment requested per year, if at all.

The postage deposit amount is calculated by multiplying the estimated number of mail pieces per month by the current 5-Digit pre-sorted first class postage rate. The postage deposit amount due for your account is:

13,500 mail pieces per month x \$0.38 x 2 = \$10,260.00

Section 4. eBusiness Service Fees:

Basic Email eBilling Service	
Set-up Fee	Waived
Monthly Maintenance	\$20.00
Per Email Fee	\$0.049

ACCEPTED AND AGREED:

Client:

By: _____
Name: _____
Title: _____
Date: _____

InfoSend:

By: _____
Name: _____
Title: _____
Date: _____

Exhibit C – Professional Services

This Exhibit C is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “Agreement”) between InfoSend, Inc. (“InfoSend”) and the City of Coppell, Texas (“Client”). This Exhibit C provides InfoSend’s Professional Services Fees which InfoSend shall bill to Client in exchange for Professional Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Section 1. Price Escalations to InfoSend Professional Services Fees

InfoSend Professional Services Fees can be adjusted once every twelve (12) months to account for increases to the cost of providing these services. InfoSend reserves the right to increase Professional Services Fees on an annual basis, starting with the first anniversary of the Agreement date, if needed. The Client will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the Professional Services Fees are changed, unless the terms or conditions of the Agreement have changed.

Section 2. Definition of Professional Services

InfoSend Professional Services are the technical services that are required to perform the initial setup of the InfoSend Primary Services defined in Exhibit A and the technical services required to make changes to these Primary Services after the initial setup is complete. Once any Primary Service is live and operational Professional Services will not be required unless Client requests a change or makes changes to its data file format or business rules which necessitates a change to InfoSend’s system configuration or programming.

Examples of InfoSend Professional Services:

- Project requirements gathering and analysis hours
- Project management and/or consulting hours
- Software development and system configuration hours related to the processing of Client’s data
- Software development and system configuration hours related to document design, web portal setup, business rule configuration, or any other applicable technical services
- Application testing and deployment hours

Section 3. Professional Services Fee and Process for Approval and Payment of Fee

The current Professional Services Fee is \$125.00 per hour.

In the event that a project will incur billable Professional Services hours, Client will be informed before work begins. InfoSend and Client will execute a Statement of Work for project that Client wants InfoSend to undertake. The payment terms for the project depend on the size and scope of the project. The Statement of Work can include payment terms that are different than the terms listed in this Agreement for InfoSend Fees, otherwise these terms will apply and the project fees will be invoiced upon project completion. Small projects that incur less than five (5) hours of Professional Services can be initiated without a Statement of Work if Client accepts and executes a Programming Quote for this work.

Any project that will take more than five (5) hours of Professional Services work will require both parties to execute a formal Statement of Work. Depending on the nature of the work required, InfoSend will provide one of the following quotation methods:

- Fixed Quote – a fixed project cost will be set. InfoSend may elect to waive this cost in some circumstances. Client understands and accepts that it must accept the terms and conditions of the Statement of Work for the project and that changes made to the project requirements, data file structure, etc., after the Statement of Work and any amendments to it have been finalized will require Client to pay for these changes on a Time and Materials basis. Client will be notified immediately if this scenario arises and will be given an option to keep the original project specifications to keep the fixed quote in place.
- Time and Materials quote – should it not be possible to provide a fixed quote due to the nature of a Client’s requested project, then InfoSend will provide an estimated number of hours to complete the project and bill the hours on a Time and Materials basis. The Statement of Work will include the terms and conditions for these project types and Client will be invoiced weekly for the hours spent on the project.

Section 4. Initial Setup Cost: InfoSend Primary Services

The Initial Setup cost for the InfoSend Primary Services selected in Exhibit A are listed in Exhibit B. These costs have been provided using a Fixed Quote process, explained in Section 3 above. Client understands and agrees to these terms, and to the project-specific

terms and conditions that will be provided in the Statement of Work that will be created to capture Client's specific requirements and data types.

ACCEPTED AND AGREED:

Client:

By: _____

Name: _____

Title: _____

Date: _____

InfoSend:

By: _____

Name: _____

Title: _____

Date: _____