InfoSend Master Service Agreement

This Master Service Agreement ("**Agreement**") is entered into on _____ (the **"Effective Date"**) by and between the City of Killeen, Texas, a municipal corporation, having its main office at 101 N College Street, Killeen, TX 76541 ("**Client**") and **InfoSend, Inc.,** a California Corporation, having its main office at 4240 E. La Palma Avenue, Anaheim, California 92807 ("**InfoSend**"). Client and InfoSend are collectively referred to herein as the "parties" and individually as a "party."

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

1 Definitions

For the purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise.

1.1 "Affiliate" means, with respect to a party, any entity or person that, directly or indirectly, owns or is owned by (whether in whole or in part), controls or is controlled by, or is under common control with, such party.

1.2 "Agreement" shall refer to this Agreement, as amended from time to time, which shall constitute an authorization for the term of this Agreement for InfoSend to provide the Services, described herein, to the Client.

1.3 "User(s)" shall mean a customer or employee of Client accessing InfoSend hosted applications via the Internet. Users of the System will agree to accept all the terms and conditions herein, and may be issued a unique User ID and/or password by InfoSend or Client.

1.4 "Services" shall include the performance of the Services outlined in Section 2 and detailed in Exhibits A and C of this Agreement.

1.5 "System" shall include all InfoSend hosted data and software applications.

1.6 "Client Data" shall refer to all Client-supplied computer data files that contain personally identifiable information.

2 Services Provided by InfoSend

2.1 Scope of Services

Subject to the terms and conditions of this Agreement, InfoSend, itself and/or through its Affiliate(s), shall provide to Client, and Client shall purchase from InfoSend, the services listed in Exhibit A ("Scope of Primary Services") to this Agreement at the price set forth in Exhibit B ("InfoSend Fees"). In the event Client requires other consulting, installation, development and/or customization services, InfoSend shall perform and Client shall purchase such services in accordance with the provisions of Exhibit C ("Professional Services") of this Agreement.

2.2 Professionalism

InfoSend and Client shall operate in a professional manner under this Agreement: in providing and receiving Services under this Agreement, the parties will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession under similar circumstances.

2.3 Time of Performance of Services

InfoSend and Client acknowledge and agree that each party will use reasonable diligence to perform their respective obligations under this Agreement in a timely manner.

3 License Grant and Restrictions

3.1 Grant of License

InfoSend agrees to provide to Users the right to use software and the provision of Services, but in all cases only in full and complete compliance with all of the terms and conditions of this Agreement. Subject to the terms of this Agreement, InfoSend hereby grants, and Client hereby accepts, for the Term (as defined herein) of this Agreement, a non-exclusive, non-transferable license to access and use and to permit its Users to access and use the System via the Internet (the "License").

3.2 License Restrictions

Client hereby agrees not to: (i) reproduce, download, modify, create derivative works from, distribute, or attempt to reverse engineer, decompile, disassemble, or access the source or object code for, the System; (ii) use the System, or any component thereof, in any manner contrary to applicable laws or government regulations; or (iii) otherwise affect or attempt to enable the unauthorized use (with or without User ID and/or password) of the System.

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 initial term of this Agreement shall commence on the effective date of this Agreement and continue for a period of two (2) years ("Initial Term") from the Effective Date. This Agreement will automatically renew no more than three (3) times for successive one (1) year periods ("Renewal Terms") unless either Client or InfoSend provides the other party with at least sixty (60) days' written notice prior to the end of the current term indicating that such party elects not to automatically renew the term of this Agreement. The party giving non-renewal notice may indicate if it prefers for the contract to be terminated at the end of the current term or to continue on a month-to-month basis, if mutually agreeable to both parties.

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.

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: City of Killeen, Texas**
> C/O (Department): _____
> Address: 101 N College Street
> Killeen, TX 76541
>
> **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 Agreement or otherwise required by law, be disclosed to any third party by InfoSend without Client's written consent. Notwithstanding anything to the contrary, the following shall not be deemed confidential: (a) information that is in the public domain through no fault

of InfoSend or its Affiliate(s); (b) information that was known to InfoSend or its Affiliate(s) prior to disclosure by Client; or (c) information that is independently developed by InfoSend or its Affiliate(s) without use of or reference to Confidential Information. InfoSend shall promptly notify Client should InfoSend be served with a summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admission, or other discovery request or court order (a "Request to Disclose") from any third party regarding this Agreement, the Services performed under this Agreement, and/or seeking such information or data. Client shall be responsible to timely make appropriate objections to any Request to Disclose.

Client will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential or proprietary non-public information it obtains from InfoSend during the term of this Agreement about InfoSend's business (the "Confidential Information"), which Confidential Information shall include InfoSend's operations, financial condition, technology, systems, suppliers, clients or prospective clients, marketing data, plans, pricing, and models, or personnel, unless required by applicable law. Client will ensure that its employees and agents similarly abide by the requirements hereof. Client will promptly notify InfoSend of its receipt of a Request to Disclose and Confidential Information, and InfoSend shall be responsible to timely make appropriate objections thereto.

InfoSend, and its licensors, where applicable, owns all rights, title and interest, including all related Intellectual Property Rights, in and to InfoSend technology, the content and the Services. The InfoSend name, the InfoSend logo, and the product names associated with the Service are trademarks of InfoSend or third parties, and no right or license is granted to use them.

9   Representations & Warranties

9.1 InfoSend Representations and Warranties
InfoSend represents and warrants that it has the legal power and authority to enter into this Agreement and that Services will be provided in a professional and workmanlike manner.

InfoSend warrants that the Services will materially perform the functions that the Client has selected under normal use and circumstances and that InfoSend shall use commercially reasonable measures to protect Client Data

to the extent that it retains such data in the operation of the Services. Provided that Client gives InfoSend written notice of failure to meet the foregoing warranty within sixty (60) days following delivery of any Services, or as otherwise specified in a Statement of Work ("SOW"), InfoSend warrants that it will use commercially reasonable efforts to correct any Services that fail to comply with the foregoing warranty. If there is no notice by Client within sixty (60) days following delivery of any Services, or as otherwise specified in a Statement of Work ("SOW"), it shall be deemed Client has accepted the Services and waived any claims to the otherwise.

9.2 Client Representations and Warranties
Client represents and warrants that it has the legal power and authority to enter into this Agreement and provide to InfoSend all information and data necessary for InfoSend to perform the Services. Client further warrants that it will comply with all laws, regulations, and compliance requirements applicable to Client's and User's activities covered by this Agreement.

9.3 Warranty Disclaimer
Except as expressly set forth in Section 9.1 above, InfoSend disclaims all other representations or warranties, express or implied, made to Client or any other party, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under this Agreement, to the extent permitted by applicable law.

InfoSend and its licensors and payment processors do not represent or warrant that (i) the use of the Services will be uninterrupted or error-free, or operate in combination with any other hardware, software, system or data; or (ii) the Services will not delay in processing or paying to the extent such delay is caused by things outside the control of InfoSend. Services may be subject to the limitations, delays, and other problems inherent in the use of the Internet and electronic communications. InfoSend is not responsible for any delays, delivery failures, or other damage resulting from such problems.

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 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 United States Postal Service ("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 allowed by the law, Client shall indemnify, defend and hold InfoSend and InfoSend's Affiliate(s) harmless from any and all claims, damages, awards, costs, fees, expenses, interest, and penalties related to or arising from Client's breach of any provision of this Agreement, any unlawful conduct of Client, and/or any event beyond the reasonable control of InfoSend or its Affiliate(s), including,

without limitation, (a) failures or limitations on the availability of third-party telecommunications or other transmission facilities; (b) Client failure to maintain security or confidentiality of data or access credentials; and/or (c) violation of any applicable laws, regulations or industry standards.

11.2 Limitation of Liability

In no event shall InfoSend, or its Affiliate(s) be liable for indirect, special or consequential damages even if InfoSend has been advised of the possibility of such potential claim, loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. The aggregate liability of InfoSend and its Affiliate(s) arising from or relating to this Agreement for any claim shall be limited to the fees that InfoSend received from Client in the preceding twelve (12) months prior to the accrual of the claim.

12   General

12.1 Independent Contractor

Client and InfoSend agree and understand that the relationship between both parties is that of an independent contractor. No joint venture, partnership, employment or agency relationship exists between Client and InfoSend as a result of this Agreement or use of the Service.

12.2 Governing Law

This Agreement shall be governed by the substantive laws of the state of Texas.

12.3 Entire Contract; Amendment

This Agreement (including its Exhibits) contains the entire agreement between the Parties with respect to its subject matter and supersedes all other prior and contemporaneous contracts and understandings between the Parties, whether oral or written. Modifications or changes to this Agreement, other than as specified at Exhibit B, must be in writing and executed by the parties.

12.4 Severability

If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said word, sentence or paragraph did not exist.

12.5 Assignment

This Agreement may not be assigned by either party without the prior written approval of the other party, unless it is being assigned to (i) a parent or wholly owned subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

12.6 Survival

All of the terms of this Agreement which by their nature extend beyond the expiration or termination of the Agreement, including but not limited to indemnification obligations, payment obligations, confidentiality obligations and limitations of liability, shall survive expiration or termination of the Agreement and remain in full force and effect.

12.7 Attachments

The following documents are attached hereto as Exhibits, and are incorporated by reference in their entirety:

Exhibit A: Scope of Primary Services
Exhibit B: InfoSend Fees
Exhibit C: Professional Services

12.8 Cooperative Agreement ("Piggybacking")

The parties agree that InfoSend may offer the prices, terms and conditions offered herein to other government agencies that wish to participate in a cooperative purchase program with Client. InfoSend will review these requests from other government agencies on a case-by-case basis to decide whether this Agreement can be extended to the new agency. At minimum, the following requirements must be met for the prices in this Agreement to be extended to the new agency:

- The new agency must require similar types of service for similar document types (i.e., statements, late notices);
- The monthly document volume that InfoSend will produce must be similar, or at a minimum, acceptable;
- The new agency must agree to use InfoSend's standard materials; and,
- The prices in this Agreement must still be profitable.

If the above conditions are not met then InfoSend will provide the new agency with revised pricing that it can elect to accept if it moves forward with the cooperative purchase program. Other agencies will be responsible for entering into separate Agreements with the contract and for all payments thereunder made directly to InfoSend. InfoSend reserves the right not to extend this

Agreement's terms in whole or in part to other agencies for any reason.

This Agreement is the result of an open, competitive procurement process conducted in accordance with applicable law. The provisions of this Agreement may be extended to other government agencies within the same jurisdiction, at InfoSend's discretion.

[SIGNATURE PAGE FOLLOWS]

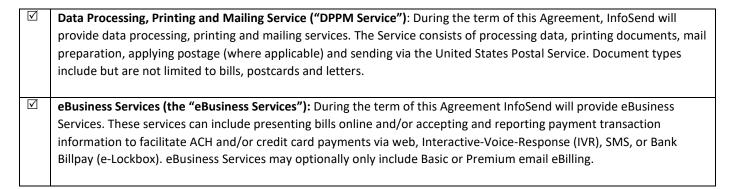Agreement is entered into by and between:

Client: City of Killeen, Texas   **InfoSend:**

By: _____   By: _Roxana Weil_____

Name: _____   Name: Roxana Weil_____

Title: _____   Title: _EVP_____

Date: _____   Date: _11/24/2025_____

<u>**Exhibit A - Scope of InfoSend Primary Services**</u>

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 Killeen, Texas (**"Client"**). This Exhibit A provides the Services which InfoSend, and/or its Affiliate(s), shall deliver to Client to permit 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). eBusiness Services may optionally only include Basic or Premium email eBilling.

<u>Section 1. Data Processing, Printing and Mailing (DPPM) Service Description</u>
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.
- Client will monitor transfer confirmation emails to ensure InfoSend is in receipt of the data. Client acknowledges that InfoSend will not be responsible or liable for any transferred data which does not result in a confirmation receipt to Client.
- 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.

<u>Section 2. eBusiness Service Description – Basic Email eBilling Service</u>
A. General System Description
- Email-only service that sends eBills to customers via email (no portal to view prior eBills).
- Complements 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

B. Scope
- Client will transmit billing data with email address values if sending raw data
    - If PDF files for input data, client will embed tags with email addresses
    - Alternatively, client may send a companion file with accounts and email addresses for processing against the billing file
- InfoSend will suppress eBill accounts from printing during processing
- InfoSend will document eBill suppressions in the process summary file
- InfoSend will email eBills upon batch completion
- InfoSend will create a styled HTML email template featuring client branding, including banner image.
- InfoSend will provide bill particulars such as Account Number, Due Date, and Amount due are contained in the email body, as well as link to payment portal.
- InfoSend will include a PDF of the document attached to an email, if applicable.
- InfoSend will provide back-end reporting and a Customer Service Portal for administration

C. Features

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 Client'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. Client'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 Client'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 Client.

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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 Killeen, 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 reserves the right to increase InfoSend Fees on an annual basis starting with the first anniversary of the Effective Date to account for increases in the cost of materials, labor, and other overhead. 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 other terms or conditions of the Agreement have changed. Postage fees can change at any time per USPS regulations and do not require an amendment to the Agreement.

Additionally, if Client uses DPPM Services, InfoSend reserves the right to increase paper, form, and envelope fees as needed, with thirty (30) days' written notice to Client, in the event of extraordinary increases to the cost of paper.

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 situation arise then InfoSend will notify Client immediately and negotiate with Client in good faith to pass on any increased costs to Client, in accordance with actual Client and Client User transactional usage. Should InfoSend and Client fail to agree upon updated Fees, InfoSend reserves the right to terminate this Agreement with one hundred and eighty (180) days' notice.

Section 2. Client Representations

Client Volume Representations

Customers Contacted or Billed Monthly
  38,000 – 40,000 Regular Monthly Water Bills
  11,000 – 14,000 Delinquent Notices
 	
Number of Batches Monthly
  Daily

Section 3. DPPM Fees

Document Production Summary	
Option 1: Statements & Notices - InfoSend Standard Envelopes Package includes: Data processing, one printed page up to 4/1 ink, InfoSend outgoing #10 envelope, InfoSend #9 return envelope **InfoSend will add the perforation, where needed, inline as we are printing the documents. InfoSend does not charge an additional fee for the perforation.	**$0.109 per document**
Option 2: Statements & Notices - Custom Return Envelopes Package includes: Data processing, one printed page up to 4/1 ink, InfoSend outgoing #10 envelope, Custom #9 non-window return envelope (white paper) **InfoSend will add the perforation, where needed, inline as we are printing the documents. InfoSend does not charge an additional fee for the perforation.	**$0.111 per document**

Finished mail pieces are delivered to the USPS **within one (1) business day.** If electronic PDF samples (proofs) are requested then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 1:30 PM local time at the production facility designated for your account. If samples are required then they must be approved by 3:30 PM local time for the file to be mailed by the next business day.

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

Data Processing	
Setup Fee - Express PDF Input Files	$0.00 (Waived during initial install)
Setup Fee – Data Only Input Files	$0.00 (Waived during initial install)
Document Re-Design Fee	$0.00 (Waived during initial install)
Data Processing Fee (per document)	**$0.01**

Printing and Mailing Service	
Statement and Notices - Printing & Mailing Fee with up to 4/1 Ink	**$0.036**
USPS Postage	**Pass-through****A postage deposit will be required prior to starting service.
Print Color Options (colors per side) *	$0.036 for up to 4/1 printing $0.041 for up to 4/4 printing
Inline Insert Print Fee*	$0.036 Black printing $0.041 Color printing
Batch Fee (per mailing batch under 200 mail pieces)	$5.00
Excess Pages Handwork Surcharge (per mail piece)	$0.35
Address Updates – per "hit" (address that gets updated)	$0.30 NCOA $0.30 ACS

*Prices assume normal ink/toner coverage for business documents. Flood coating the entire page in color or other types of extremely high coverage designs may cost more or not be technically feasible. Extremely high coverage designs can cause content to bleed through to the other side of the page or to cause the page to curl too much to work properly with high-speed mail inserting equipment.

**The postage deposit is subject to ongoing review and may be adjusted at any time to account for changes to Client average mailing volume or changes to USPS postage rates with at least thirty (30) days' written notice to Client.

Materials*	
Standard 8.5" x 11" Paper Stock (per sheet)	**$0.016**
Standard Double Window Outgoing #10 Envelope	**$0.025**
Standard Single Window Return #9 Envelope	**$0.022**
Custom #9 Non-Window Envelope (white paper)	**$0.024**
Outgoing Flat Envelope – used for mail pieces with excess pages	$0.17

Insert Services	
InfoSend Produced	Quoted based on specification
E. Currently all the water bill inserts are printed double sided on 8.5x11", 24#/60 bond, 4/4 offset. A four (4) page PDF would be finished as a two (2) page, double sided document. Pages one (1) and two (2) printed on one (1) page and pages three (3) and four (4) printed on page two (2). No folding is required with the current style of printing of the inserts. * Insert pricing valid for up to 180 days. Pricing beyond 180 days quoted at time of order.	$0.099 each for 38,000 17 x 11 sheets = $3,762.00
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts	$0.010

Inserting Fee	$0.010 per insert
Fee to insert an InfoSend produced or Client provided marketing or informational insert. Client provided (drop-shipped) inserts must be professionally packaged and ready for usage. If folding is required then additional fees apply based on folding requirements. Minimum fee is $0.01 per insert for folding. If inserts are not professionally packaged and damaged in shipment or require additional labor to prepare for inserting then additional fees can apply. Per item fee assumes the insert will be included in all mail pieces. Selective inserting is available but requirements must be reviewed on a case by case basis to determine if additional fees will apply for setup and handling.	

Optional Document Services	
Print Image Archiving (Per Document Image), with included USPS mail tracking	$0.010 - For 12 Months of Retention $0.015 - For 18 Months of Retention $0.020 - For 24 Months of Retention $0.025 - For 36 Months of Retention $0.030 - For 60 Months of Retention
Print Image Archive API Monthly Support Fee	$150.00
Final Doc Transfer (FDT)	Option 1: $0.009 per document. One PDF will be provided per batch with multiple documents in it. InfoSend standard batch file format provides account and page numbers for each record in the batch. Option 2: $0.015 per document. Each document will be provided in a separate PDF file. A custom batch file format can be provided if the InfoSend standard format will not work.
Professional Services Rate (per hour)	$205.00
Returned Mail Handling	$0.35 per reported returned mail piece
Remit Tracking	$50.00 monthly support fee
eBills: Email Statement to Customers	$0.05 each

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 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:

49,000 mail pieces per month x $0.593 x 2 = $58,114.00

The postage deposit is subject to ongoing review and may be adjusted at any time to account for changes to Client average mailing volume or changes to USPS postage rates with at least thirty (30) days' written notice to Client.

Section 4. eBusiness Service Fees
Not applicable

Section 5. Client Go-Live and Fees
InfoSend will provide Client with a Demo instance of the System to approve configuration and simulation of Services. Upon Client approval of the Demo instance of the System and sample outputs from Services, InfoSend will create a copy of Demo System in Production for completion of final User Acceptance Testing (UAT). Client will be given the UAT Period to complete internal testing prior to initiating Go-Live. All Setup and recurring Monthly Fees will become due upon the sooner of (a) Client Go-Live with the application or (b) 60 days from InfoSend delivery of Production System for UAT.

Section 6. Implementation Project Cost Subsidization:
InfoSend's internal costs to complete the project is higher than the Setup fees given. InfoSend has subsidized these fees by factoring in years of service given the term of the Agreement. Should Client cancel the project or terminate the Agreement at its convenience less than one (1) year from the Effective Date then it must pay according to the below:

- **DPPM Setup Fee:** Waived during initial implementation
- **EBPP Setup Fee:** Waived during initial implementation

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 Killeen, 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 $205.00 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 the 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.