

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 Ankeny, IA** ("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.
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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 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 Ankeny, IA (“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 ninety (90) 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 ninety (90) 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> -Approximately 19,000
<u>Number of Batches Monthly</u> -Approximately eight (8)

Section 3. DPPM Fees:

Please see Appendix A for InfoSend’s official RFP response and pricing.

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:

19,000 mail pieces per month x \$0.38 x 2 = \$14,440.00

Section 4. eBusiness Service Fees:

N/A

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 Ankeny, IA** (“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 ninety (90) 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 \$121.00 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: _____