InfoSend Service Agreement

This Agreement entered into as of **September 19, 2017** by and between **InfoSend, Inc.** ("InfoSend") having its main office at 4240 E. La Palma Ave, Anaheim, California 92807 and the **City of Manhattan Beach** ("Client") having its main office at 1400 Highland Ave., Manhattan Beach, CA 90266-4795. InfoSend's primary phone number is (714) 993-2690.

Section 1. Term of Agreement
The "Initial Term" of this Agreement shall be a period of thirty-six (36) months. Client may exercise its option to renew for subsequent twenty-four (24) month "Renewal Periods" upon 120 day written notice prior to the expiration of any term (Initial Term or Renewal Period) unless:

- The parties execute a mutually agreeable Agreement Amendment prior to the expiration of the current term that documents a different mutually agreeable renewal period length; or
- Either party gives written notice of non-renewal at least 120 days prior to the end of the current term. The party giving non-renewal notice can indicate if it prefers for the contract to be terminated at the end of the current term or for it to continue on a month-to-month basis if mutually agreeable to the other party. This notice must be sent in writing via certified mail, FedEx, UPS, all with delivery signature requested.

This Agreement automatically terminates any prior contracts, terms or agreements previously executed between InfoSend and Client to cover the same services contained in this Agreement, unless specifically referenced herein.

Section 2. InfoSend Services
Subject to the terms and conditions of this Agreement, InfoSend will provide to Client, and Client will purchase from InfoSend, the services listed in Exhibit A ("Scope of Primary Services") to this Agreement for the pricing 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.

Section 3. Termination
This Agreement and any future amendments to the Agreement may be terminated for cause as follows:

(a) If either party breaches any material term or condition of this Agreement, other than for Client's failure to pay and other than a failure to perform due to the causes described in Section 8, "Force Majeure," and fails either to substantially cure breach within thirty (30) days after receiving written notice specifying the breach, or, for those breaches which cannot reasonably be cured within thirty (30) days, to promptly commence curing such breach and thereafter proceed with all due diligence to substantially cure such breach, then the party not in breach may, by giving written notice to the breaching party, terminate this Agreement in its entirety, or as it pertains to a particular Product, Deliverable, Service or Professional Service, as of a date specified in such notice of termination. All of the obligations of the parties contained in this Agreement, except for Client's obligation to pay fees, shall be deemed to have been performed in an acceptable manner unless the party not in breach provides the breaching party with written notice as stated above within sixty (60) days of the event giving rise to the breach.

(b) If Client fails to pay when due any payables owed hereunder within thirty (30) days of receiving written notice of such failure to pay thereof, InfoSend may, at InfoSend's option, terminate this Agreement in its entirety or only 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.

Client Initial _____ InfoSend Initial _____

(c) In the event that either party hereto 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.

Upon termination of this Agreement or any portion hereof for any reason, all rights granted to Client under this Agreement with respect to terminated Products, Deliverables, Services and Professional Services, will cease and Client will promptly pay to InfoSend any and all charges due, including but not limited to payables that are due pursuant to this Agreement, the Discontinuance Fee set forth in Section 4 below and accrued finance charges; however, Client shall not be responsible for paying the Discontinuance Fee if this Agreement is terminated by InfoSend other than as a result of Client's breach of its obligations hereunder or is terminated by Client pursuant to Paragraph 3(a).

Section 4. Discontinuance Fee
The parties have mutually agreed upon the Fees for the Services to be provided hereunder based upon certain assumed volumes, and the Term of this Agreement. Because of the difficulty in ascertaining InfoSend's actual damages for Client's termination without cause or a termination of the Agreement due to a breach by Client prior to the expiration of the then-current Term, Client agrees that, prior to the effective date of such termination and in addition to all other payables then due and owing to InfoSend, Client will pay to InfoSend the following discontinuance fee:

The discontinuance fee is equal to two (2) months of the Client's average monthly billing for the previous 6 months of Service (excluding any postage charges and professional services fees that were invoiced in that time period).

Client shall not be required to pay the Discontinuance Fee if InfoSend terminates the Agreement pursuant to Section 3, Paragraph (a).

Section 5. Confidentiality of Information
All information and data relating to Client's business submitted by Client to InfoSend under this Agreement shall be treated as confidential by InfoSend and shall not, unless otherwise required by law, be disclosed to any third party by InfoSend without Client's written consent. 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 from any third party regarding this Agreement and/or the Services performed under this Agreement.

InfoSend takes great care in both data security and human resource security. InfoSend has a Human Resources policy that requires all new employees to pass a background check performed by an outside company. All new employees must pass a drug-screening test as well. These practices will remain in place for the duration of the Agreement.

Section 6. Limitation of Liability and Indemnification
InfoSend will not be responsible for actions or omissions resulting from receiving data and/or following instructions received from Client. No damages shall be assessed against InfoSend when any delay or breach on InfoSend's part is caused by failure of Client to perform Clients' responsibilities or any other reason beyond the control of InfoSend.

InfoSend shall be liable to Client for damages, expenses and costs incurred by Client as a result of any delay in services, errors, omissions, or breach on InfoSend's part resulting from InfoSend's sole negligence, or InfoSend's intentional, wonton or reckless conduct. However, in no event shall InfoSend be liable for indirect or consequential damages, even if InfoSend has been advised of the possibility of such potential claim, loss or damage. Notwithstanding anything to the contrary contained herein, InfoSend shall not be responsible for delays in receipt of Client information or processing Client information because of causes beyond its reasonable control, including and without limitation, failures or limitations on the availability of third party telecommunications or other transmission facilities and Clients' failure to properly enter and/or transmit information.

Client Initial _____ InfoSend Initial _____

Section 7. Invoicing and Payment

InfoSend will issue monthly invoices. Invoice terms are NET 30, in which payment is due by Client within thirty (30) days of receiving the invoice. Should Client dispute any invoiced charges it must do so in a reasonable time frame. Disputes must be made within 3 months of the invoice date. Past due invoices are subject to a 1.5% per month finance charge.

Client acknowledges that past due invoices must be paid in a timely fashion to avoid service interruptions. The recurring nature of InfoSend's services result in a rapid rise in the Client's account balance if Client's accounts payable process is delayed. This is especially true if InfoSend is invoicing client for postage charges. It is therefore necessary for InfoSend to put service on hold if past due account balances are not paid in a timely manner. The Past Due Accounts Receivable notes and procedures are outlined below:

- InfoSend is at significant risk of financial loss if clients default on their past due debt. InfoSend's Accounts Receivable staff must therefore constantly monitor past due account balances and evaluate the risk of a client defaulting on debt if courtesy emails and finance charges do not reduce this risk. InfoSend reserves the right to reduce this risk by notifying Client's staff in writing that it must pay at least the portion of the account balance that is past due within five (5) days to avoid InfoSend's services being put on hold.

- Should a hold be instated it will immediately be removed once payment is received.

- Additionally, unpaid balances can result in cancellation of the agreement as per Section 3(b).

Section 8. Force Majeure

Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, including, but not limited to, fire, explosion, epidemics, earthquake, lightning, failures or fluctuations in electrical power or telecommunications equipment, accidents, floods, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, fuel or energy shortages, acts or omissions of any common carrier, strikes, labor disputes, regulatory restrictions, restraining orders or decrees of any court, changes in law or regulation or other acts of government authority, transportation stoppages or slowdowns or the inability to produce parts or materials. These causes will not excuse Client from paying accrued payables due to InfoSend through any available lawful means acceptable to InfoSend.

Section 9. Miscellaneous

Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior or federal court with geographic jurisdiction over the City of Manhattan Beach, California. It constitutes the entire Agreement between the parties with respect to the subject matter hereof. No representations and agreements modifying or supplementing the terms of this Agreement will be valid unless in writing, signed by persons authorized to sign agreements on behalf of both parties. This Agreement is not intended to, and shall not be construed to, create or confer any right in or upon any person or entity not a party to it.

Section 10. Piggyback Cooperative

InfoSend and Client agree that InfoSend may offer the prices and the 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:
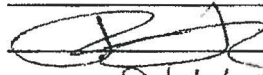
- The new agency must require similar types of service for similar document types (i.e. statements, late notices).
- The monthly document volume that InfoSend will produce must be similar, or at a minimum, acceptable.
- The new agency must agree to use InfoSend's standard materials.

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.

Client Initial _____ InfoSend Initial _____

City of Manhattan Beach

Name: _____

Title: _____

Signature: _____

Date: _____

InfoSend, Inc.

Name: Russ Rezai

Title: President

Signature: _____

Date: 9/8/17

City of Manhattan Beach

Name: _____

Title: _____

Signature: _____

Date: _____

City of Manhattan Beach
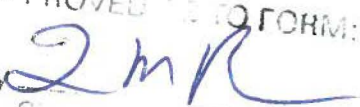
Name: _____

Title: _____

Signature: _____

Date: _____

APPROVED TO FORM:

By _____

Client Initial _____ InfoSend Initial

Exhibit A - Scope of InfoSend Primary Services

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. Optional Service Features can be turned on or off at any time without incurring a termination fee when turned off.

☑	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.
☑	InfoSend will provide eBusiness services (the "eBusiness Services"). During the term of this Agreement InfoSend can provide eBusiness Services. These services can include presenting bills online and/or accepting payment transaction information to facilitate ACH and/or credit card payments.

Section 1. Scope of DPPM Service:

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
  - InfoSend will stay current with all USPS regulations required to mail presorted first class mail
- InfoSend will provide proofs of the final print-ready PDF files to Client to be reviewed and approved before printing begins (if requested).

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. The return envelope and any applicable inserts are included as well.

- 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.

Client Initial _____ InfoSend Initial _____

Section 2. Scope of eBusiness Services:

Online BillPay (EBPP)
- Fully featured EBPP service (Electronic Bill Presentment and Payment).
- Customers self-enroll for the service and create a username and password to securely access their eBills and make payments.
- Multiple payment options include checking/savings account (ACH), and credit/debit cards.
- Payment accounts are stored as a Payment Profile for easy repetitive use.
- Go Green! Eliminate paper bills and reduce the fuel used to deliver them with paperless billing.
- Customers can view their eBills and view the account balance before making a payment.
- Customer-activated AutoPay and other features.

Online QuickPay (No Enrollment)
- This service can be used in addition to Online BillPay or as a stand-alone offering.
- Online payment portal that customers can use to make credit/debit card or ACH payments, depending on your preferences.
- No enrollment is necessary for customers to use this service. Customers validate their account number by entering it and one other field that is present on their bill.
- All payments are initiated immediately. There are no saved Payment Profiles or scheduled payments. Customers view their account balance before making a payment.

CSRPay
- This service can be purchased as an optional addition to one of the above services.
- This service gives your CSRs the ability to take live payments over the phone or in person.

Client Initial _____ InfoSend Initial _____

Exhibit B - InfoSend Fees

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 30 days prior to such price increase. An amendment to this Agreement will not be required if the Fees are changed, unless the terms or conditions of the Agreement have changed. Postage fees can change at any time per USPS regulations and do not require an Agreement amendment.

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 30 days prior to such price increase.

Client must approve of any price increase, excluding postage increases, prior to such price increase taking effect. Should InfoSend and Client negotiate any requested price increase in good faith with no resolution, Client may terminate this agreement without penalty pursuant to Section 4.

Section 2. DPPM Fees:
Client understands that print and mail production costs vary based on volume. The following InfoSend Fees are based on the estimated monthly volumes listed below. Should Client's actual continuous volume be less than 70% of the volume estimates Client has provided to InfoSend (listed 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 production costs to Client.

Sales tax is not included. Any applicable sales tax will be collected per government regulations.

The below pricing does not include any applicable initial setup fees, please see Exhibit C – Professional Services for initial setup fee and ongoing Professional Services Fees pricing.

Client Initial _____ InfoSend Initial

Pricing Tables

Project Cost: Data Processing, Printing, Mailing and Lock Box Service

Provide a cost proposal for print and mail development, implementation, and ongoing maintenance. This section adheres to the provided table form. Identify all costs to be billed to the project, including out-of-pocket expenses such as travel and office support.

Initial and Ongoing Professional Services Fees		
One-Time Implementation Fee Includes all phases of the project prior to the production phase: initial programming, testing, and implementation.	$ Waived	One-Time Fee
Professional Services Charges For requested programming changes after initial implementation.	$ 150.00	Per Hour

Cost of Materials		
Statement Paper Stock Cost 8.5x11", 24 pound paper stock with a micro-perforation.	$ 0.0149	Per Sheet
Outgoing Envelope Cost Double window #10 envelope with security tint.　　Text	$ 0.0159	Per Envelope
Alternative Outgoing Envelope Cost Large single window #10 envelope with security tint.	$ 0.021	Per Envelope
Return Envelope Cost Single window #9 envelope with security tint.	$ 0.0139	Per Envelope
Flat Envelope Cost Applies only to multi-page bills that do not fit in the standard double window #10 envelope.	$ 0.16	Per Envelope

Service Fees		
Per Page Bill and Letter Service Fee		Per Page
Includes file transmission, data processing, presorting, duplex printing, mail preparation (folding, inserting the bill or letter page and the return envelope into an outgoing envelope), and delivery to the USPS. Additional pages priced at the same rate (envelopes are prices separately in the materials section above). Please provide pricing for each type of printing listed.	$ 0.080	1/1
	$ 0.0822	2/1
	$ 0.084	2/2
	$ 0.086	3/1
1/1 = black or grayscale only on one or both sides of the page	$ 0.088	3/3
2/1 = black plus one color on the front, black or grayscale only on the back. 3/1 equals black plus 2 colors...	$ 0.091	4/1
4/1 = full color on the front and black or grayscale on the back	$ 0.094	4/4
4/4 = full color (CMYK) on both sides		
Handwork Fee	$ 0	Per #10

D-1

For house holding when there are too many pages to be inserted by machine. For example if multiple bills are grouped together into one envelope or box to reduce the average per page postage amount. These high page count sets can either be inserted into a #10 envelope, flat 9x12" envelope or a box.	$ 0.40 $ at cost	Package Per Flat Envelope Per Box
Optional Marketing Insert Fee Charge for inserting client-provided marketing insert. For example: Newsletter.	$ 0.01	Per Additional Insert
Optional Move Update Service Fees NCOALink or ACS service.	$ 0.35	Per Reported Change
Optional Archive Fee Per bill x the number of months Images must be stored in PDF format for months.	$ 0.002	Per Archived PDF
Optional Electronic Inserts Cost to include image of the inserts in the archive PDF (12,18 or 24 months)	$ 0.005	Per Insert
Optional USPS Outbound Mail Tracking Cost to provide outbound mail tracking	$ included w/ PIA	Per Mail Piece
LockBox Services		
Institution Implementation Fee	$	One-time
Transaction Fee – automated with OCR scan line	$	Per Transaction
Check Only	$	Per Check
Check & List Lockbox services provided by BankUp	$	Greater of per check or stub
Exception Items Please see pricing below (separate)		
Daily Electronic Check Deposit to CMH's Bank	$	Per Check
Daily Payment File Transmission to CMH's Eden CIS	$	Per Day

Section 2.1. 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 2.2. 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 2.3. 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

Client Initial _____   InfoSend Initial

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

$0.00 at this time. Client has a postage deposit on file and is current with postage monies.

Section 3. eBusiness Service Fees:

The below pricing does not include any applicable initial setup fees, please see Exhibit C – Professional Services for initial setup fee and ongoing Professional Services Fees pricing.

Client Initial _____ InfoSend Initial _____

Also provide an estimated summary of the total cost for implementation and maintenance of the "future phases" section of the scope of work. Please use the following exact cost matrix for pricing out your EBPP bid:

EBPP Item or Function	Cost	Description/ Explanation
Set Up & Implementation: EBPP portal and payment configuration	Waived	
Set Up & Implementation: Implementation of a data processing program used to process billing data to create eBills in PDF format	Waived	
Option One: Price to Load all City bills into system	$400 per month	
Option Two: Price to load enrolled user bills only		All bills are loaded in price
Price charged per enrolled customer per month	$0.09	
Price per Document View	$0.00	unlimited document views
Price charged to send bill to AGENCY customer via email	No Charge	
Price charged for a CSR to view or interact with bills	No Charge	
Price per payment initiated via the EBPP system	$0.06	
Price for Recurring Payments	$0.06	
Monthly Maintenance costs	$100	
Custom programming charges per hour	$150	
Other (explain in 3rd column)		

EPX

Payment Processing Item	Cost per transaction or item	Description/Explanation
ACH/Bank Account payment- **EBPP Solution Vendor cost**	$0.25	transaction cost (to the left) plus pass through on interchange and assessment.
Credit Card (Visa) - **EBPP Solution Vendor cost**	$0.25	all transaction costs for processing are as above, pass-through on interchange and assessment.
Credit Card (MasterCard) - **EBPP Solution Vendor cost**	$0.25	
Credit Card (AmEx) - **EBPP Solution Vendor cost**	$0.25	
Credit Card (Discover) - **EBPP Solution Vendor cost**	$0.25	
ACH/Bank On Line payment- **Payment processor cost (if processor is part of vendor response)**	$0.25	
Credit Card (Visa) - **Payment processor cost (if processor is part of vendor response)**	$0.25	
Credit Card (MasterCard) - **Payment processor cost (if processor is part of vendor response)**	$0.25	
Credit Card (AmEx) - **Payment processor cost (if processor is part of vendor response)**	$0.25	
Credit Card (Discover) - **Payment processor cost (if processor is part of vendor response)**	$0.25	
Payment Processor Transactional		

D-1

Client Initial _____ InfoSend Initial

Cost Including any flat fees and/or basis points (**per transaction & list ACH and Card transactional costs separately**)	see above	
Returned ACH	$3.50	
Monthly Account Charges	$15.00	
Gateway Transaction fees		
Price of Outbound Call Minutes- Per Minute		Provided by Paymentus - see below
Other (explain in 3rd column)		

Client Initial _____ InfoSend Initial

Exhibit C – Professional Services

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 a yearly basis, starting with the first anniversary of the Agreement date, if needed. The Client will be notified, in writing, at least 30 days prior to such price increase. An amendment to this Agreement will not be required if the Professional Services Fees are changed, unless the terms or conditions of the Agreement have changed.

Client must approve of any price increase prior to such price increase taking effect. Should InfoSend and Client negotiate any requested price increase in good faith with no resolution, Client may terminate this agreement without penalty pursuant to Section 4.

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 $150.00 per hour.

Anytime 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.

All projects that will take more than five (5) hours of Professional Services work will require both parties 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 happens and 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

Client Initial _____ InfoSend Initial

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 is listed below. 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.

Data Processing and Document Creation Initial Setup Fee This applies to the following services, unless client provides pre-rendered PDF files: DPPM Service, Online BillPay (EBPP) Service	
Project Fixed Initial Setup Cost:	**$0.00**
Project Summary: This project will be completed to process Client's input data files and create the output to be used for the print or online delivery channel.	
Project Details: A requirements gathering process will be initiated to build the Statement of Work required to begin programming and system configuration. During the requirements gathering process the InfoSend and the Client will discuss: • Client's custom data (if applicable). When custom data is provided by the Client a "field mapping" or "field description" document is required before project implementation can begin. This document is an absolute requirement; programming cannot be based on assumptions and all fields must be defined before programming can begin. • Document design. Client must sign-off on a document design "mockup" before programming can begin. The mockup is a visual representation of how the document will look after Client's custom data is processed by InfoSend's system.	
Project Schedule: Project is estimated to take 8-12 weeks to complete. The Statement of Work will contain all client deliverables and responsibilities. Both parties agree to dedicate adequate resources to the project to complete it in the shortest amount of time possible. Should Client make changes to the data file after programming has begun it must pay Professional Services Fees, on a Time and Materials basis, to cover the programming changes required to accept the new data. Should the document design be changed after the final mockup is accepted and signed off on by the Client then Professional Services Fees will apply, on a Time and Materials basis, to cover the cost of making these changes. Changes to the Client data file, document design, or other key specifics collected and finalized during the requirements gathering process will impact the project completion date. Changes made after the Client has executed the Statement of Work and any follow up documents can cause delays to the project completion.	

Client Initial _____ InfoSend Initial _____

Online BillPay (EBPP) Initial Setup Fee

Project Fixed Initial Setup Cost:	$0.00

Project Summary: This project will be completed to create and configure the Online BillPay portal.

Project Details: A requirements gathering process will be initiated to build the Statement of Work required to begin programming and system configuration. During the requirements gathering process the InfoSend and the Client will discuss:

- Electronic Payment Options. InfoSend and Client will discuss the electronic payment options to be included in the Online BillPay portal and the electronic payment processor that will be used.
- Online BillPay business rules and available configuration options.

Project Schedule: Project is estimated to take 12-14 weeks to complete. The Statement of Work will contain all client deliverables and responsibilities. Both parties agree to dedicate adequate resources to the project to complete it in the shortest amount of time possible.

Should Client make changes to the project specifications after the Statement of Work has been finalized and programming has begun it must pay Professional Services Fees, on a Time and Materials basis, to cover the work needed to account for these changes. Changes made after the Client has executed the Statement of Work and any follow up documents can cause delays to the project completion.

Client Initial _____ InfoSend Initial