

DIVERSIFIED PROCESSING & CONSULTING, INC. IVR SERVICE AGREEMENT

This Service Agreement (this "Agreement"), dated as of March 18, 2020 (the "Effective Date") is made by and between City of Saginaw, Texas, located at 333 West McLeroy Blvd. Saginaw, TX 76179 ("Customer"), and Diversified Data Processing & Consulting, Inc., d/b/a DIVDAT, a Michigan corporation located at 2111 Woodward Ave, Suite 702, Detroit, MI 48201, ("Contractor"). Contractor shall provide services in accordance with the terms and conditions of this Agreement.

I. STATEMENT OF WORK. Contractor shall provide to Customer the services described in Schedule A (the "Services").

II. CUSTOMER RESPONSIBILITIES. In connection with the Contractor's responsibilities hereunder, Customer shall supply utility billing data as required by Contractor.

III. TERM AND TERMINATION. The Services shall commence on the date specified in Schedule A, which will be determined in the full Statement of Work to be developed after execution of this Agreement. The term of this Agreement shall begin on the Effective Date and end twelve (12) months after the date the services commence, unless earlier terminated in accordance with the terms of this Agreement. This Agreement may be extended, with the mutual consent of both parties, for two one-year consecutive terms. Customer shall have the right to terminate this Agreement at any time by giving thirty (30) days written notice of termination to Contractor. Upon termination, Contractor shall stop all work under this Agreement immediately, and the only sum or sums to which Contractor shall be entitled are the fees due for Services performed up to the date Contractor receives the notice of termination and the fees for Services after receipt of the notice of termination that are necessary to wrap-up work related to this Agreement.

IV. FEES AND INVOICES. Customer will pay the fees and charges described in Schedule B. All invoices are payable to Contractor on receipt by Customer. All amounts not paid by Customer within thirty (30) days of the due date listed on the invoice shall bear interest at the rate of one and ½ percent (1.5%) per month, or at the highest rate allowed by law, whichever is less, from the date due until the date paid.

V. CONFIDENTIALITY. Contractor agrees to safeguard and treat as confidential all information disclosed to it pursuant to this Agreement and designated as confidential by Customer, as well as all third party personal information and data that Customer provides to Contractor for processing. Contractor may not disclose such information to any other person or entity, and Contractor will use commercially reasonable efforts to maintain the confidentiality of that information. Confidential information does not include information (i) previously known to a party; (ii) independently developed by a party without reference to the confidential information; (iii) acquired by a party from a third party who rightfully obtained such information without any restriction on use; or (iv) which is or becomes publicly available through no breach by a party of this Agreement or through no violation of any of a party's rights. Upon termination of this Agreement, Contractor shall return to Customer all items, paper, or documents which may contain any such confidential information.

VI. HOLD HARMLESS. Contractor and Customer shall hold harmless the other party, and its employees, officers, directors, shareholders or agents against all damages, expenses and costs, including reasonable attorneys' fees and litigation costs, regarding any suit, action or proceeding against any such party by a third party based on any claim arising in connection with Customer's direct or indirect use of the Services or Contractor's provision of the Services under this Agreement.

VII. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION I, WHICH ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES PROVIDED TO CUSTOMER, THE SERVICES ARE PROVIDED STRICTLY "AS IS," AND NEITHER CONTRACTOR NOR ITS

SUPPLIERS MAKE ANY ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE OR STATUTORY, AS TO THE SERVICES OR ANY MATTER WHATSOEVER. CONTRACTOR HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT.

VIII. LIMITATION ON DAMAGES. EXCEPT AS PROVIDED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, SAVINGS, REVENUE, USE, DAMAGED FILES OR DATA, OR BUSINESS INTERRUPTION, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED OR REMEDIES ARE SOUGHT IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF THE PARTY SOUGHT TO BE HELD LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY ARE INDEPENDENT OF ANY EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY SET FORTH IN THIS AGREEMENT, AND SHALL SURVIVE AND APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES SPECIFIED HEREIN.

IX. GENERAL

Applicable Law; Venue. This Agreement shall be construed in accordance with the laws of the State of Texas without regard to any conflicts of laws provisions thereof. Any actions under this Agreement may be brought only in the federal and State of Texas courts having jurisdiction over Tarrant County, Texas. Each party hereby consents to the personal jurisdiction of such courts

Limitations Period. No action under or related to this Agreement may be brought by either party against the other more than one (1) year after the cause of action arises.

Assignment And Delegation. Neither party may assign this Agreement to a third party without the prior written consent of the other party.

Communications. All communications and notices relating to this Agreement shall be in writing to the parties at their respective addresses first above written, and delivered by hand or by certified mail, return receipt requested, or by such other method as will require a signed acknowledgment of delivery, and shall be deemed given upon receipt.

No Waiver. The waiver or failure of either party to exercise in any respect any rights provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

No Third-Party Beneficiaries. This Agreement is an agreement between Contractor and Customer, and confers no rights upon any of the parties' employees, agents, contractors or customers, or upon any other person or entity.

Entire Agreement. This Agreement contains the entire understanding between Contractor and Customer and may not be modified except by a writing signed by both parties that specifically identifies the section of this Agreement to be modified; no other act, usage, or custom shall be deemed to amend or modify this

Agreement. Customer may, for purposes of administrative convenience, use Customer's standard form of purchase order to order Services. The parties understand and agree that any terms or conditions on any such purchase order in any way different from or in addition to the terms and conditions of this Agreement shall have no effect whatsoever and Contractor hereby rejects all such terms and conditions. Each party hereby waives any right it may have to claim that this Agreement was subsequently modified other than in accordance with this paragraph.

Severability. If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Agreement shall be unimpaired, and the invalid term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid term or provision.

Force Majeure. Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control. Lack of funds shall not be deemed to be a reason beyond a party's reasonable control. The parties will promptly inform and consult with each other as to any cause that in their judgment may or could be the cause of a delay in the performance of this Agreement.

Independent Contractor. Nothing contained in this Agreement creates a joint venture or partnership between Contractor and Customer. Neither party is by virtue of this Agreement authorized as an agent, employee or legal representative of the other. Except as specifically set forth herein, neither party has the power to control the activities and operations of the other and their status is and shall remain that of independent contractors. Neither party has the right, power or authority to bind or commit the other.

Contractor and Customer have caused this Agreement to be executed as of the day and year first above written.

DIVERSIFIED DATA PROCESSING & CONSULTING, INC.
("Contractor")

By: Jason A Bierkle
Name: JASON A Bierkle
Title: President

3/3/2020

CITY OF SAGINAW, TEXAS
("Customer")

By: _____
Name: _____
Title: _____

SCHEDULE A
STATEMENT OF WORK

SERVICES:

Commencement Date: March 18, 2020

IVR: Standard Features & Functionality

- DivDat's Payment Gateway is PCI DSS Compliant.
- Secure data file transfer via FTP or real time integration with your customer database using web services/API.
- Standard templates will be professionally developed in English using a female voice talent. Spanish is available as an add-on feature.
- Client Specific Business Rules – A significant component of the DivDat implementation includes the opportunity to define your business rules. DivDat's project team will guide you through the decision making process when it comes to business rules and best practices.
- Callers will have the option to make payments using credit cards, debit cards, or eCheck (ACH).
- Caller response will be accepted in speech or touch tone.
- Callers will identify their account by their numeric number.
- Validated callers will hear their total account balance and/or past due account balance. On-time-payment callers will hear a different prompt than late payment callers.
- Additional call paths may be set-up allowing callers to access other account information, such as previous payment, date previous payment received, etc.
- Callers with stored payment profiles may choose to use the stored payment information, or choose to enter a new credit card or ACH account.
- For any caller that chooses to enter "new" ACH payment information, a verbal authorization will be recorded. The caller can then be able to make a payment against another account using the same payment information entered earlier, or by choosing new credit card or ACH information.
- Completed payments will return a confirmation number to be read to the caller.
- Results reporting will enable you to see the outcome of each notification. Reports and statistical data can be retrieved via login to a secure web portal, sent via email or secure FTP site, or via integration with your database.
- IVR is configurable for short-pay and over-pay of amount due, convenience fee payment models, payment of deposits and payment of donations.
- Configure IVRs or call paths that provide informational announcements to callers and FAQ's.
- Configure post-call, voluntary customer satisfaction surveys.
- Configure call paths that give callers the ability to speak to an appropriate utility resource / choose from a menu of options during an emergency (via bridged call transfer).
- Configure outbound IVR voice sites and provide access to APIs for placing the calls and reporting on the status of those calls.

A full Statement of Work (SOW) will be developed between DivDat and the City of Saginaw Utility Billing Department during the discovery phase of implementation to clearly define business rules, implementation steps, roles of each party during the implementation, User Acceptance Testing (UAT), and the final deliverable solution. Both parties will be required to acknowledge in writing the full SOW at the end of the discovery phase of implementation and before delivery of the final solution. The pricing in Schedule B assumes the implementation will be less than fifty hours. If the implementation requires more than fifty hours of effort, additional charges in the amount of \$175.00 per hour will apply. Contractor must provide notice to Customer when Contractor reaches 40 hours of work for implementation and prior to incurring any additional charges for implementation.

SCHEDULE B
PRICES AND CHARGES

IVR Pricing

Note: Payment processing costs are separate from IVR costs

Utility Billing Only - Standard minute pricing

Offerings	<u>Cost</u>
Option 1: Pay-by-Phone Only pricing	
One-time technology integration set up fee	\$4500.00
Monthly fee - standalone * • - Includes Hosting support for IVR application/s • Includes 1 Toll Free and 1 DID to transfer to. Once a number is assigned to a client, it is owned by the client and can be ported or RESPORG'd at any time assuming all invoices are current and there's no past due amounts. • Additional Toll-Free numbers - \$2.50 per month • Additional DID Numbers - \$2.50 per month	\$175.00
Item look up/transaction	\$0.05
Per Pay-by-Phone/transaction	\$0.25
Telco Cost per minute (pass through)	\$0.032
7% Regulatory tax rate on services/total monthly billing. No additional sales tax at this time.	

Optional Automated Outbound IVR Service

Automated outbound self-service voice broadcast	<u>Cost</u>
Response Self Service - Mass Messaging / Voice Broadcasting (the ability to deliver a voice message to hundreds or thousands of telephone numbers quickly)	
API Integration - One Time	\$1,250.00
One time set fee	\$300.00
Monthly fee - standalone *	\$200.00
Cost Per minute - 6 Second Increments	\$0.055
Cost per Text	\$0.02
Cost per email	\$0.08
7% Regulatory tax rate on services/total monthly billing. No additional sales tax at this time.	

SCHEDULE B (Continued)

PRICES AND CHARGES

*** Bundled pricing**

- **Automated outbound self-service voice broadcast & Pay-by-Phone:**
 - **One time set up - \$625.00 *plus integration***

Other Charges (optional):

- **RespOrg or Port Fee of \$50.00 per number is charged**
- **Professional Voice Recordings:**
 - o English - \$125 per hour
 - o Spanish - \$175 per hour
 - o Languages supported: Spanish, French, others as needed. Price for prompts to be quoted. Estimate \$175 to \$200 per hour
- **Language Translation for voice recordings for other languages: IVR passes through cost.**
- **Moves, Adds, and Changes plus customization: Hourly Development billed at \$125.00 per hour**
- **7% Regulatory tax rate on services/total monthly billing.**

Pricing above does not include third party ACH or credit card processing fees. Pricing above will be reviewed annually by DivDat to ensure that pricing reflects true costs of calls based on minutes used. DivDat may increase prices to correct for minute usage discrepancies after completing the annual review.

Pricing above assumes that credit/debit card processing will be done through PACE under the City's current agreement with PACE at contracted rates.

DivDat will process ACH transactions at \$0.25 per ACH transaction in conjunction with PACE.

The pricing in Schedule B assumes the implementation will be less than fifty hours. If the implementation requires more than fifty hours of effort, additional charges in the amount of \$175.00 per hour will apply. Contractor must provide notice to Customer when Contractor reaches 40 hours of work for implementation and prior to incurring any additional charges for implementation.