

**CITY OF RITZVILLE
CITY COUNCIL AGENDA
May 17, 2022**

1. CALL COUNCIL TO ORDER 7:00pm

2. PLEDGE OF ALLEGIANCE

3. ACCEPTANCE OF THE CONSENT AGENDA

4. PUBLIC REQUESTS AND COMMENTS

5. ACTION AGENDA

A. Financial Software System and IT Services

- a. Springbrook Bias Financial System Services
- b. DataPro IT Services
- c. Express Bill Pay Services

6. DISCUSSION AGENDA

A. No items.

7. CORRESPONDENCE

A. No items.

8. MAYOR UPDATES

A. No items.

9. DEPARTMENT UPDATES

- A. City Attorney
- B. Public Works
- C. Police
- D. Clerk/Treasurer
- E. Fire

10. ADJOURNMENT

CONSENT AGENDA

- Acceptance of the Agenda
- Approval of Payables:
\$71,071.03

Call Information

1-253-215-8782 United States Toll

Meeting ID: 273 377 5980

Passcode: 1930

View Meeting Online:

<https://us02web.zoom.us/j/2733775980?pwd=SU14WTVqdGJpYnVMeEYzV1pJOEFOQT09>

Financial Software Proposal and Cost Comparison

Implement Springbrook in June 2022 with funds allocated from the Coronavirus Relief Fund. The fund currently has \$231,081 and another equal payment will be provided to the city this year (estimated June 2022), for a total amount of \$462,162. The funds must be used by December 31, 2024. Council has currently allocated the funds to be used for the broadband project. There is no confirmation yet regarding the city's match for the broadband grant but the city portion of the grant is \$2,489,519.23. The 10% match of that amount would be \$248,952. This would leave around \$213,210 in the fund after the broadband project match.

Software Implementation	\$38,516.13
Xpress Bill Pay Implementation	\$2,500.00
Two Refurbished Servers	\$15,647.98
	<u>\$56,664.11</u>

The city's server will need to be replaced before October 2023 as it will no longer be supported. DataPro Solutions, the proposed new IT vendor, has provided a quote for two refurbished servers, one to be onsite and one offsite. The software implementation includes a six month software subscription.

Vision and Springbrook Financial Software Cost Comparison

Vision and Springbrook Yearly Fee Comparison

	Software	IT	Utility Bill Mailing	Online Bill Pay
Vision & Invoice Cloud	\$13,065.83	\$8,417.24	\$9,100.00	\$3,365.00
Springbrook & Vendors	\$20,502.25	\$5,000.00	TBD	\$2,243.33

Vision cost includes 9% Increase for next year.

Vision and Springbrook Software Implementation Comparison

	Cash Receipting	Utility Billing	Financial	Payroll	Total
Vision	\$2,010.70	\$12,000.00	\$9,048.15	\$9,048.15	\$32,107.00
Springbrook	\$1,600.00	\$8,505.00	\$7,560.00	\$10,600.00	\$28,265.00

Vision Software and IT Services-Annual Billing

Year over Year Analysis

	Software Assurance	Office 365 Email	Office 365 Suite	Sonic Wall Equipment/Renewal	SQL Server Update	Vicare	Cemetery Program	Invoice Cloud	UB2 Update	Bill Outsourcing	Annual Conference
2017	\$9,937.40	\$2,463.50	\$842.21	\$668.35	\$375.00	\$3,797.50	\$6,253.29			\$678.00	
2018	\$10,012.40	\$1,332.00	\$142.00			\$3,614.50			\$6,000.00	\$9,029.05	\$800.00
2019	\$10,513.02	\$2,011.21	\$848.19		\$1,512.00	\$4,204.07				\$8,942.72	\$354.55
2020	\$11,203.00	\$2,241.11	\$842.96	\$1,019.50		\$4,304.27		\$2,500.00		\$10,267.68	\$0.00
2021	\$11,987.00	\$2,204.78	\$777.60	\$453.34		\$4,286.52				\$7,703.72	\$0.00
Grand Total for Yearly Software and IT: \$26,959.62											
Year over year rates increase around 9% each year.											

Details

Vision Software Assurance includes Vision software technical support & updates.

Office 365 Suite includes software license for Microsoft Word, Excel, PowerPoint, Outlook, etc.

Vicare includes desktop monitoring, managed antivirus, monthly patch management, web protection

IT remote support connectivity and Web Protection. Also includes server hardware warranty and server monitoring.

Invoice Cloud is software and software assurance.

Purchased sonic wall equipment in 2017 and 2020. In 2021, it is the annual renewal

The SQL Server update is the purchase of Microsoft SQL Server 2017 Standard cost \$800 and server user rate is \$600.

UB2 update was paid for in 2018 but not provided until 2021.

Office 365 email setup occurred in 2017.

Annual Conference rate varies depending on number of registrations. Two staff attended in 2018 and 2019 but one staff was free in 2019 due to UB2 being implemented so late

There were no conferences held in 2020 or 2021 due to COVID. No other training was offered online either.

Springbrook Annual Billing

	Cash Receipting	Utility Billing	Financial	Payroll	Enterprise User	Total
2023	\$4,234.50	\$5,805.00	\$4,725.00	\$4,677.75	\$1,060.00	\$20,502.25

Data Pro Solutions-IT	Databar-Utility Bill Mailing	Xpress-Bill Pay
\$5,000.00	TBD	\$2,250.00

Grand Total for all Software Systems: **\$20,502.25**

Year over year rates increase around 10% each year.

Estimated Implementation and Training

	Cash Receipting	Utility Billing	Financial	Payroll	Total
Jun-22	\$1,600.00	\$8,505.00	\$7,560.00	\$10,600.00	\$28,265.00

Data Pro Solutions-IT Servers	Express-Bill Pay
\$15,647.98	\$2,500.00

Estimated Annual Subscription Prorated-June Start Date

	Cash Receipting	Utility Billing	Financial	Payroll	Enterprise User	Total
June-Dec 2022	\$2,117.25	\$2,902.50	\$2,362.50	\$2,338.88	\$530.00	\$10,251.13

Grand Total Software Implementation, Training and Subscription Cost: **\$38,516.13**

Details

Enterprise user subscription is the user license for the software for 4 users. Includes the cloud access and the program. Support team will cover software questions and basic processing. Advanced accounting issues have the option of purchasing professional services. An example would be to review and fix bank reconciliations. Webinars are offered throughout the year that cover annual reporting, budgeting and year-end.

IT services is 50 hours of blocked technical time to set up the server and provide ongoing support. It is estimated the server will be 10 hours of technical time, leaving 40 hours for technical assistance and maintenance for the computer and server systems. Maintenance includes desktop monitoring for managed antivirus, monthly patch management, web protection, and server systems. IT remote support connectivity, web protection and server monitoring.



**Order Form
City of Ritzville**

03-15-2022

City of Ritzville - New Logo Finance & PR

Expiration Date: 09-30-2022





Annual Product Pricing

Item Name	Rate	Quantity	Discount %	Net Price
Financial Essentials Subscription	\$5,250.00	1	10%	\$4,725.00
Payroll Essentials Subscription	\$5,197.50	1	10%	\$4,677.75
			Discount	10%
			Products Total Net Price	\$9,402.75

Estimated Professional Services Pricing

Item Name	Rate	Description	Quantity	Net Price
Fixed Fee Professional Services	\$7,560.00	Financial Essentials Implementation and Training	1	\$7,560.00
Fixed Fee Professional Services	\$10,600.00	Payroll Essentials Implementation and Training	1	\$10,600.00
			Estimated Professional Services Total Net Price	\$18,160.00

Grand Total:	\$27,562.75
* Excludes Applicable Sales Tax	

delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional log-ins to end users, and the Customer go-live in a production environment.

Special Order Terms	
Special Order Terms	None
In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.	

Payment Terms	
Payment Terms	Net 30
Special Invoicing Terms	Prorate from start date to 12/31/2022. Full year renewal to begin 1/1/2023
Special Professional Service Invoicing Terms	
Billing Contact	
Billing Email	
If the Customer requires a PO number on invoices, Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.	
PO# (If required):	



Order Form
Ritzville, WA - City of
03-23-2022
City of Ritzville - New Logo UB & CR

Expiration Date: 06-08-2022





Annual Product Pricing

Item Name	Rate	Quantity	Discount %	Net Price
Cash Receipting Essentials Subscription	\$4,705.00	1	10%	\$4,234.50
Enterprise User Subscription	\$265.00	4	0%	\$1,060.00
Utility Billing Essential Subscription	\$6,450.00	1	10%	\$5,805.00
			Discount	9.13%
			Products Total Net Price	\$11,099.50

Estimated Professional Services Pricing

Item Name	Rate	Description	Quantity	Net Price
Fixed Fee Professional Services	\$8,505.00	Utility Billing Essentials Implementation and Training	1	\$8,505.00
Fixed Fee Professional Services	\$1,600.00	Cash Receipting Essentials Implementation and Training	1	\$1,600.00
			Estimated Professional Services Total Net Price	\$10,105.00

Grand Total:	\$21,204.50
* Excludes Applicable Sales Tax	

delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional log-ins to end users, and the Customer go-live in a production environment.

Special Order Terms	
Special Order Terms	None
In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.	

Payment Terms	
Payment Terms	Net 30
Special Invoicing Terms	Prorate from start date to 12/31/2022. Full year renewal to begin 1/1/2023.
Special Professional Service Invoicing Terms	
Billing Contact	Julie Flyckt
Billing Email	julie.flyckt@ritzville-wa.us
If the Customer requires a PO number on invoices, Customer must provide Springbrook with the PO number and a copy of the PO <u>prior</u> to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.	
PO# (If required):	

BIAS MASTER SUBSCRIPTION AGREEMENT

This agreement ("Agreement") governs your acquisition and use of our Subscription Services.

By accepting this agreement, either by clicking a box indicating your acceptance, by executing an order form that references this agreement, by downloading the software, or logging in to software, or paying an invoice with these terms you ("You" or "Customer") agree to the following terms and conditions governing your use of these Subscription Services (defined below) offered by BIAS Accounting Inc. If you are entering into this Agreement on behalf of a government entity or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "Customer", "You", or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must not install or login to the software, you must not use the Software or Subscription Services, and you must not accept this Agreement. This Agreement is effective when Customer signs an Order Form referencing this Agreement or downloads or begins using the Subscription Services, whichever is earlier, and then will become coterminous with the subscription period thereafter ("Effective Date").

AGREEMENT:

Defined Terms. Certain terms used in this Agreement, including Order Forms, have defined meanings, which are provided in Section 19, and in other Sections herein, including, but not limited to, the preamble. Definitions of specifically defined terms (appearing in quotation marks and capitalized where defined herein) shall apply whether or not the term is capitalized.

1. Use of Subscription Services

- a. **Subscription to the Service.** BIAS ("BIAS" or "We" or "Us") hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable (except as provided in Section 13) right to (a) access and use the Subscription Service and (b) implement, configure and permit its Authorized Users to access and use the Subscription Service during the Subscription Period, solely for it and its Affiliates' internal business purposes, and in accordance with this Agreement and the Product Specifications provided with the Subscription Service. Customer may purchase the Subscription Services by submitting an Order Form. Any terms and conditions contained in any quote, invoice, purchase order or Order Form that are inconsistent with the terms and conditions of this Agreement will be deemed stricken, unless expressly agreed to in another writing by BIAS with explicit reference to the accepted terms and conditions of this Agreement or the Order Form. Upon acceptance of an Order Form, it will become part of this Agreement. Customer will ensure that all its Authorized Users using the Subscription Services under its account comply with all of Customer's obligations under this Agreement, and the Customer is responsible for Customer's Authorized User's acts and omissions relating to the Agreement as though they were those of Customer.
- b. **BIAS's Responsibilities.** BIAS will: (i) make the Subscription Services available to Customer pursuant to this Agreement and any applicable Order Forms; (ii) provide to Customer Basic Support related to the Subscription Service in accordance with section 4; and (iii) provide the Subscription Service in accordance with applicable laws and government regulations.
- c. **Customer Responsibilities.** Customer will (i) be responsible for meeting BIAS's applicable minimum system requirements for use of the Subscription Service; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account; (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Service under its account, and notify BIAS promptly of any such unauthorized access or use; and (v) use the Subscription Service only in accordance with this Agreement, the applicable documentation, laws and government regulations, and any written instructions provided by BIAS to Customer.

2. **Proprietary Protection.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Subscription Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

BIAS MASTER SUBSCRIPTION AGREEMENT

- a. **Unlimited Remote Support Services.** BIAS will provide a toll-free number and remote access software for Customer use to contact BIAS-trained operators during normal business hours (8:00 am – 5:00 pm PST), excluding major national holidays.
- b. **State and Federal Regulations.** BIAS will provide updates required to conform to State and Federal regulations, including current tax tables, W2, and 1099 forms. Programming required to conform to local government ordinances will be subject to additional charges.
- c. **Exceptions –** The following services and issues are **not** covered by or included in the Basic Support, although some of these services and issues may, if explicitly described in the following, be available pursuant to BIAS's fee schedule ("Fee Schedule"):
 - i. **Misuse.** Service or support required resulting from deliberate misuse of the Subscription Services is outside this Agreement.
 - ii. **On-Site Services.** On-site support and training will be charged at the current Fee Schedule, if required.
 - iii. **Balanced Books.** On-site or off-site services for balancing Customer books are outside this Agreement and subject to our current Fee Schedule.
 - iv. **Extended or Emergency Technical Support.** BIAS will charge standard Professional Service rates from our current Fee Schedule when the Customer is not properly staffed or trained and BIAS must complete time-consuming support issues such as payroll or utility billing runs.
 - v. **Third-Party Hardware or Software.** BIAS is not responsible for supporting or maintaining any software or hardware not supplied by BIAS. BIAS does not guarantee compatibility with printers, hardware or third-party software.
 - vi. **New Products.** New Subscription Service releases along with the associated training and implementation costs are outside this Agreement.
 - vii. **Significant Program Upgrades.** Significant program upgrades are identified by version numbering changes in digits to the left of the decimal point (X.00). These upgrades, due to their complexity, are outside this Agreement and, if desired, are subject to additional fees.
 - viii. **Data Integrity.** (Local Installation) Power outages, surges, spikes, brownouts and other changes in the electrical current may corrupt and damage data are outside this Agreement. For express clarification purposes and without limitation of the foregoing, you acknowledge and agree BIAS assumes no liability for any data corruption or loss due to inadequate protection, lack of data backups, or computer system malfunctions.

5. Fees and Billing

- a. **Fees.** You will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on the Subscription Services and Professional Services purchased, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Subscription Period.
- b. **Invoicing and Payment.** BIAS will invoice Customer in advance for the Subscription Service. Subscription Service fees are due upon invoice and payable within thirty (30) days of the invoice date. Subscription Service fees will be due no later than the first day of each Subscription Period to which the payment relates. If Customer orders additional Authorized User quantities part-way through an existing Subscription Period, and the initial Subscription Period for the additional quantity is adjusted as described herein, then the Subscription Service fee for such additional quantity will be prorated accordingly. Optional Subscription Services will be due at the same time as payment for the corresponding Subscription Service, or (if applicable) as otherwise specified in the applicable

BIAS MASTER SUBSCRIPTION AGREEMENT

schedule. In the event You request changes to the schedule after providing confirmation You will be responsible for reimbursing the air fare and any additional fare difference or change fees incurred by BIAS. BIAS will provide You a copy of receipts substantiating air travel expenses upon request.

- iv. **Rental Car** expenses shall be reimbursed at actual cost of the rental including fuel consumed. BIAS will reserve standard 4 door class vehicles. BIAS will provide You a copy of receipts substantiating rental car expenses upon request.
 - v. **Public Transportation**, including taxi, ride share, subway, and rail shall be reimbursed at actual costs. BIAS will provide You a copy of receipts substantiating public transportation costs provided such costs exceed ten dollars (\$10) per occurrence upon request.
6. **Customer Cooperation.** The customer is responsible for selecting operator(s) and represents and warrants it shall select operator(s) who are qualified to operate the Software and are familiar with the information, calculations, and reports that serve as input and output. Any data entry errors are the responsibility of Customer and BIAS does not assume the cost of any necessary servicing, repair or correction. Customer acknowledges that successful installation, implementation and use of the Subscription Services cannot be accomplished by BIAS's efforts alone, and requires substantial effort and cooperation by Customer. Both BIAS and Customer shall at all times use their best efforts to actively participate and cooperate in data conversion, system installation, implementation, training and use, shall provide each other accurate and timely information, and shall afford each other reasonable access to information and facilities. All substantive communication between BIAS and customer will take place between BIAS and a project manager designated by Customer.
7. **Professional Services.** From time to time, Customer may purchase professional services from BIAS relating to installation, training, implementation, or configuration of the Subscription Service ("Professional Services"). Professional Services performed by BIAS shall be governed by an Order Form which identifies Professional Services under the terms of this Agreement.
- a. **Scheduling Services.** Customer and BIAS shall cooperate to promptly schedule the Professional Services. In the event Customer request changes to or cancel the agreed-upon schedules, Customer may be charged a reschedule fee equal to 5% percent of the applicable fees specified in the order form. Customer will be invoiced for Professional Services provided in the performance of an order form.
 - b. **Work Product.** BIAS shall hold all rights, title, and interest, including but not limited to patents, patent applications, copyright registrations, trade secrets, and/or similar protection, in and to all documents, drawings, manuals, notebooks, reports, sketches, records, computer programs and the like ("Work Product") provided or created during the performance of Professional Services. Work Product shall not include Customer Data or Customer Templates.
 - c. **License.** If applicable to Customer's use of the Subscription Services, BIAS grants to Customer a worldwide, nonexclusive, non-sublicensable, non-transferable, non-assignable (except as provided in Section 13), fully paid up, limited license to use the Work Product with the Subscription Service for the term of this Agreement, and pursuant to the terms of this Agreement and any associated Order Form. Unless otherwise expressly provided in any applicable Order Form, Customer is granted no title or rights of ownership in the Work Product.
 - d. **Professional Services Warranty.** BIAS warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable Order Form. If Professional Services do not substantially conform to the deliverables, Customer shall notify BIAS of such non-conformance in writing, within 10 days from completion of Professional Service, and BIAS shall promptly repair the non-conforming deliverables. THE EXPRESS WARRANTIES FOR THE PROFESSIONAL SERVICES SPECIFIED IN THIS SECTION ARE EXCLUSIVE AND TAKE THE PLACE OF AND SUPERSEDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

8. Term and Termination

BIAS MASTER SUBSCRIPTION AGREEMENT

PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

- c. **Non-GA Services.** From time to time We may invite You to try, at no charge, Our products or services that are not generally available to Our customers ("Non-GA Services"). You may accept or decline any such trial in Your sole discretion. Any Non-GA Services will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import. Non-GA Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. NON-GA SERVICES ARE NOT CONSIDERED "SERVICES" HEREUNDER AND ARE PROVIDED "AS IS" WITH NO EXPRESS WARRANTIES, IMPLIED WARRANTIES, OR PROFESSIONAL SERVICES WARRANTIES (AS CONTEMPLATED BY SECTION 7(D)). We may discontinue Non-GA Services at any time in Our sole discretion and may never make them generally available.

10. Mutual Indemnification.

- a. **Indemnification by Customer.** You shall defend Us against any claim, demand, suit or proceeding made or brought against Us arising out of or related to this Agreement (a "Claim Against Us"), including, but not limited to, any claims by a third party alleging that Your Data, or Your use of the Subscription Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and You shall indemnify Us for any damages, attorney fees, and costs finally awarded against Us, or for any amounts paid by Us under a court-approved settlement of a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.
- b. **Indemnification by BIAS.** We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that Your use of the Subscription Services as permitted herein infringes or misappropriates the intellectual property rights of a third party (a "Claim Against You") of which We were aware or should have been aware. We shall indemnify You for any damages, attorney fees and costs finally awarded against You by a court in a Claim Against You, and for amounts paid by You under a court-approved settlement of a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense.
- c. **Reservation of Right to Cure.** However, We reserve the right to, in the event of a Claim Against You, or if We reasonably believe the Services may infringe or misappropriate, in our discretion and at no cost to You, (i) modify the Services so that they no longer infringe or misappropriate, without breaching our warranties under "Warranties" above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your subscriptions for the Subscription Services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination. If we exercise such a right, then Section 10(b) shall not apply with respect to any claim arising out of or related to any Subscription Services so cured.

11. **Limitation of Remedies and Liability.** EXCEPT FOR LIABILITY ARISING OUT OF (i) CUSTOMER'S BREACH OF SECTION 1b (RESTRICTIONS); (ii) EITHER PARTY'S BREACH OF SECTION 3 (CONFIDENTIALITY); OR (iii) CUSTOMER'S BREACH OF SECTION 5 (FEES); OR (iv) EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT.

- a. **Exclusion of Damages.** EXCEPT FOR LIABILITY ARISING OUT OF (i) CUSTOMER'S BREACH OF SECTION 1b (RESTRICTIONS) OR (ii) CUSTOMER'S BREACH OF SECTION 5 (FEES); OR (iii) EITHER PARTY'S BREACH OF ITS

BIAS MASTER SUBSCRIPTION AGREEMENT

17. **Attorney's Fees.** If any suit, action, or other proceeding shall be instituted relating to any term or condition of this Agreement or relating to any of the rights, duties, or obligations arising under it, the prevailing party shall be entitled to recover from the other party and the other party agrees to pay to the prevailing party, whether or not the matter proceeds to final judgment or decree, in addition to costs and disbursements allowed by law, such sum as the trial and each appellate court may consider reasonable as an attorney's fee in such suit, action, or other proceeding, and in any appeal thereof. Such sum shall include an amount estimated by the court as the reasonable costs and fees to be incurred by the prevailing party in collecting any monetary judgment or award or otherwise enforcing each order, judgment, or decree entered in such suit, action, or other proceeding.

18. Security, Customer Data, Service Level

a. **Financial Information.** It is understood that the security of financial information stored within the Software or generated by the Subscription Services and stored in an electronic or paper format, is the sole responsibility of the Customer and its related entities and affiliates. BIAS or its assignees shall not be held responsible for the theft, misappropriation, loss, or misuse of personal or entity related financial information, utility billing records, or any other financial information stored in Customer controlled electronic media or physical storage locations. Customer acknowledges that Customer is solely responsible for the Customer's security procedures, including but not limited to password security, encryption of sensitive information, proper handling of payroll ACH files, physical custody of cash, internal audit procedures and processes, annual reporting, and proper training in security and backup procedures. In addition, the Customer and its related entities and affiliates agree to indemnify and hold harmless BIAS or its assignees from all costs, damages, expenses, and attorneys' fees incurred in the event of any security breach, theft, misappropriation, loss, misuse of personal or entity related financial information, or other related incident.

b. **Customer Data.** If you are using BIAS Cloud-based Financials or Managed Backups (defined below), BIAS automatically backs-up your data.

i. BIAS Cloud-based Financials

1. Nightly data is saved on to two hard drives.
2. Daily copies of back-ups go to third-party hard drive.
3. 30 days of rolling backups

ii. Managed Back-ups

1. Nightly data is saved to a compressed back-up on local hard drive
2. Daily copies of local back-ups go to a third-party hard drive
3. 7 days of rolling backups and calendar monthly backup

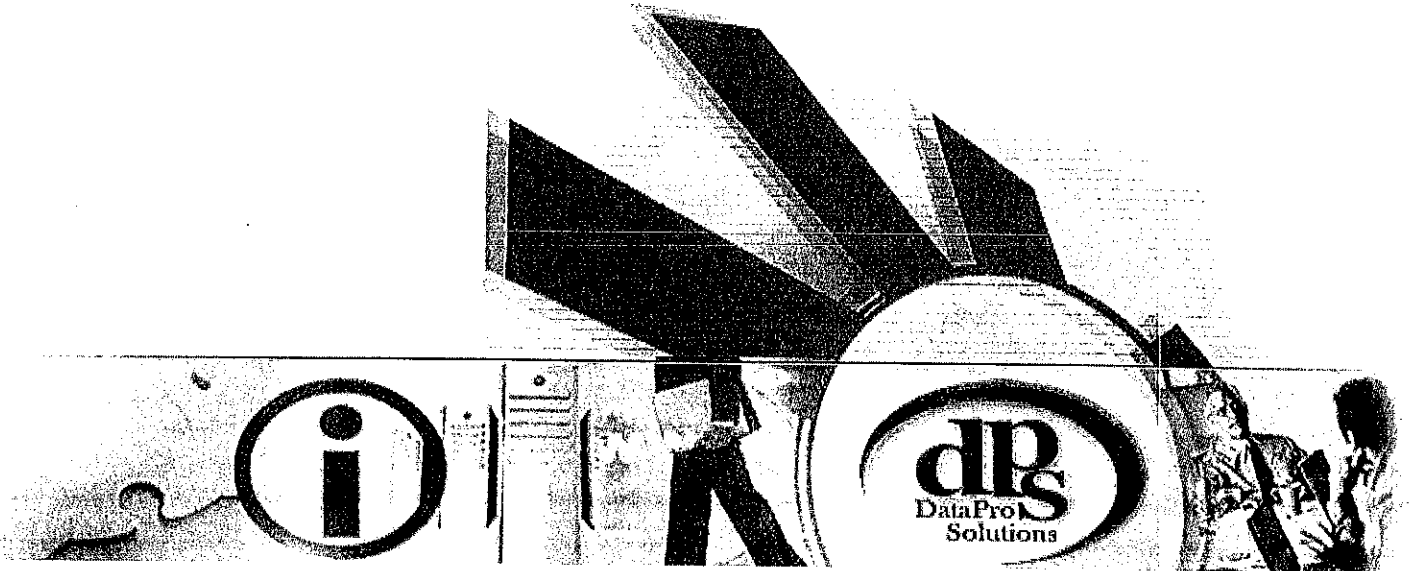
c. Service Level

i. We will use commercially reasonable efforts to make the Subscription Services available 24 hours a day, 7 days a week, except for

1. planned downtime (of which will give 24 hour notice and which We shall schedule to the extent practicable during the weekend hours), and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, or denial of service attack.

19. **Definitions.** As used in this Agreement, including the Attachments hereto, the following terms shall have the following meanings.

a. **"Agreement"** means this Master Subscription Agreement.



CITY OF RITZVILLE - Project Summary

DataPro Solutions Inc.
6336 E. Utah Avenue
Spokane Valley, WA 99212

WWW.DATAPRONW.COM

**This project summary is valid through 4/30/2022
Unless extended in writing by DataPro Solutions Inc.**

Copyright 2022 DataPro Solutions Inc. All rights reserved. No part of this document may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical or otherwise without the prior written permission of an authorized representative of DataPro Solutions Inc. All other product names mentioned are used for identification purposes only* and may be the trademarks of their respective owners.



DPS Project Summary

This Transaction Document (called the "Document") and its referenced Master Customer Agreement constitutes the complete agreement regarding your purchase of Products and Services from DataPro Solutions, Inc.

By signing below, each of us agrees to the terms of this Document. Once signed, all Products and Services purchased by you under this Document are subject to it.

Total Anticipated One-Time Project Cost: TBD Plus applicable Taxes, Shipping and Handling Fees.

Total Anticipated Recurring Monthly Cost: TBD Plus applicable Taxes.

Terms: DataPro Solutions, Inc. requires 100% of the project total at contract signing in addition to one (1) month deposit for Recurring Monthly Cost, plus applicable taxes. Recurring Monthly Costs will be invoiced monthly in advance of services and are due prior to the start of service for that month.

Travel time for Customers within 30 miles of our office will be invoiced at the then current hourly rate in effect. Travel time for Customers located in excess of 30 miles of our office will be billed at the then current plan in effect (currently 1/2 the specified hourly rate plus the then current per mile fee). Authorized lodging expenses will be billed at current DPS per-diem rates.

A 50% increase to our published prevailing hourly rates will be added for work performed during off-hours and/or federal holidays (off-business hours are defined as weekdays before 8:00 AM and after 5:00 PM and all day Saturday and Sunday).

Agreed to:

By: _____
Authorized signature

Agreed to: *DataPro Solutions, Inc.*

By: _____
Authorized signature

Name (type or print):

Name (type or print):

Date: _____

Date: _____

City of Ritzville

**DataPro Solutions, Inc.
6336 E. Utah Avenue
Spokane Valley, WA 99212**

All Sales are subject to the Terms of Sales, Master Customer Agreement and DPS License & Support Agreement



At the completion of the work requested, DataPro Solutions requests that an authorized representative of CITY OF RITZVILLE sign our Functional Sign-off form.



Disclaimer of Warranties

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DataPro Solutions, Inc. makes no representation or warranty that any software or content installed on your computer(s) or downloaded from the Service does not contain a virus or other harmful feature and it is your sole responsibility to take appropriate precautions to protect any computer or other hardware of yours from damage to its software, files or data as a result of any such virus or other harmful feature. We may, but are not required to, terminate all or any portion of the installation or operation of the Service if a virus is found to be present on your system. We are not required to provide you with any assistance in removal of the virus. If we decide, in our sole discretion, to install or run virus check software on your computer(s), we make no representation or warranty that the virus check software will detect or correct any or all viruses. You acknowledge that you may incur additional charges for any service call made or required on account of any problem related to a virus or other harmful feature detected on your system. NEITHER DATAPRO SOLUTIONS, INC. OR ITS AFFILIATES OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT.

Limitations of Liability

IN NO EVENT SHALL DATAPRO SOLUTIONS, INC. OR ITS AFFILIATES, AGENTS, ADVERTISERS OR SUPPLIERS HAVE ANY OBLIGATION OR LIABILITY TO YOU FOR (I) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR DATA OR (II) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA, REVENUE OR PROFITS OR BUSINESS INTERRUPTION) OR OTHER PECUNIARY LOSS ARISING OUT OF YOUR USE OR INABILITY TO USE YOUR ACCOUNT OR THE SERVICE OR YOUR LOSS OF DATA OR FILES STORED THEREIN REGARDLESS OF LEGAL THEORY, WHETHER OR NOT DATAPRO SOLUTIONS, INC. HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO OUR SERVICES WILL BE LIMITED TO THE GREATER OF \$100 OR ONE MONTH OF BACKUP SERVICE PAID TO DATAPRO SOLUTIONS, INC.

Indemnification

You will, as allowable by law, defend, indemnify and hold DataPro Solutions, Inc., our subsidiaries, affiliates, agents, officers, licensor, directors and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of (I) your use of your Account and the Services, (II) any data files and content stored by you in your Account and otherwise on our servers, and (iii) any violation of these Terms by you. We will be entitled, at our expense, to participate in the defense and settlement of the claim or action with counsel of our own choosing. You may not settle any claims that limit our rights without our prior written consent.

Acceptable Use Policy

This Acceptable Use Policy (this "Policy") describes prohibited uses of the services offered by DataPro Solutions, Inc. (the "Services"). The examples described in this Policy are not exhaustive and we may modify this Policy at any time.

By using our Services, you agree to the latest version of this Policy. You agree not to misuse the Services and we reserve the right, but do not assume the obligation, to investigate any violation of this Policy or misuse of the Services. If you violate the Policy or authorize or help others to do so, we may suspend or terminate your use of the Services.

For example, you must not use, or encourage, promote, facilitate or instruct others to use, the Services to do the following things:

- use the Services for any illegal purposes;
- use the Services to store, retrieve, transmit or view any file, data, image or program that contains:
 - any illegal pictures, materials or information;
 - any harassing, libelous, abusive, threatening, harmful, unlawfully pornographic, vulgar, obscene, fraudulent, deceptive or otherwise objectionable material of any kind or nature;
 - any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation;
 - any code or material that violates the intellectual property rights of others; or
 - any viruses, worms, malware, "Trojan horses" or any other similar contaminating or destructive features;
- use the Service for any spamming, chain letters or other use that may otherwise disrupt the Service or the networks through which you access and use the Services;
- interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services;
- access or attempt to access any accounts for which you have no access authorization or duplicate, modify, distribute or display any of the data or files from any such account.
- probe, scan, or test the vulnerability of any system or network;
- breach or otherwise circumvent any security or authentication measures;
- access, tamper with, or use non-public areas of the Service, shared areas of the Service you have not been invited to, or DataPro Solutions, Inc. computer systems;
- access or search the Services by any means other than our publicly supported interfaces;
- send unsolicited communications, promotions or advertisements, or spam;
- send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- violate any regulations, policies and procedures of networks through which you access and use the Services; or
- violate United States and other applicable law regarding the exportation and re-exportation of any data or other materials from the United States or other jurisdictions through the Service.

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Quotation #: 2022041301JC	

City of Ritzville

Julie Flyckt
216 E Main Ave Ritzville WA 99169

Prepared By: Jon Christensen

Date: April 13, 2022

Recurring Monthly Fees

<u>Description</u>	<u>Rate</u>
Gateway Services Processing Fees	
Credit/Debit Card (per transaction)*	\$0.39
EFT or eCheck Payment (per transaction)	\$0.49
Online Banking Consolidation (per transaction)	\$0.25
<i>*Merchant service fees from card processors will be billed directly from the respective provider.</i>	
Phone Payment Processing Fees	
800 Interactive Voice Response (IVR) Phone Payment (per transaction)	\$0.95
800 Live Operator Assisted Phone Payment (per transaction)	\$0.95
EFT Returned Items (if applicable):	
Invalid account or unable to locate account (per return)	\$6.00
NSF, Account closed, or Account frozen (per return)	\$12.00
Customer stop payment (per return)	\$30.00
Support, Maintenance and Hosting Fee:	\$50.00
Price includes: all end user and administration support via the Xpress Bill Pay toll-free 800 number, upgrades, hosting, and maintenance.	
Monthly Service Fee	\$19.00
TOTAL:	Based upon activity

Xpress BILL PAY

Why Use Xpress Bill Pay?

Xpress Bill Pay integrates with your Springbrook software from beginning to end to reduce errors, save you hours of mundane manual data entry, and ensure that all transactions are easily reconcilable at the end of the month.

Xpress Bill Pay and Your Customers' Experience

The Xpress Bill Pay Customer Interface is designed to make online bill pay easier than ever before to encourage and increase customer usage. We know the more customers you have using Xpress Bill Pay, the more convenient your life will be.

To begin using Xpress Bill Pay your customer simply needs to Sign Up for a new account. New customers will be prompted to provide all the information necessary to create their account, including their billing account information. And if you are interested in saving money, you can allow your customers to opt for paperless billing when setting up their new account.

After entering the required information, a unique Xpress Bill Pay account will automatically be created and they will be logged into the system.

Once logged into Xpress Bill Pay, your customers will have many easy-to-use features available to them:

View & Pay eBills: Your customers will be able to view an online statement, displaying such information as: account number, due date, descriptions of services provided, breakdown of charges, total amount due, usage graphs, and announcements that may also be showing on their paper bill. Paying the bill is a simple process. One which allows your customers to make a full or partial payment, choose their payment method: credit card, debit card, checking account, or savings account, choose to pay immediately or to schedule payment for a future date, and receive notification, along with a unique transaction number, once the payment is processed. Your customer may print the receipt, however, a receipt is automatically emailed and/or texted to them by the Xpress Bill Pay system.

Auto Pay: This is one of the tools offered by Xpress Bill Pay that is used most often. Most customers don't want to hassle with logging in to pay their bill each month. Auto Pay ensures that payments are made on-time, every time with very little hassle to your customers or your staff. Auto Pay allows your customer to have their bills automatically paid each billing cycle from their preferred payment method. When Auto Pays are processed, a receipt is automatically emailed to the customer by the Xpress Bill Pay system.

Saved Payment Information: Your customers will be able to save their payment information for future use, edit existing payment information, or delete any payment information quickly and easily. All payment information is encrypted and stored by Xpress Bill Pay on our PCI Level 1 fully compliant system. Your organization will not be storing any payment information.

Xpress BILL PAY

realize that some customers will still prefer to pay over-the-counter or over-the-phone. We've given you the billing tools you need to make this as simple as possible:

Receipt Payment: To take an electronic payment, simply locate the customer's account, verify the billing information, collect the credit card, debit card, checking account, or savings account information, and process the payment. After the payment is processed you can print the receipt or the customer can have the receipt automatically emailed to them by the Xpress Bill Pay system. It's that simple! Plus we can receipt payment for anything (not just utilities).

Auto Pay Management: Offers various tools and reports for managing Auto Pays. You'll be able to search and edit existing Auto Pays, view a report of all credit cards that will be expiring soon, and setup new Auto Pays for customers that may prefer the convenience of an automatic payment but don't have access to an internet connection to access Xpress Bill Pay's website. As an administrator you will be able to setup your customer's account to be automatically paid each billing cycle from their preferred payment method. Auto Pay ensures your customers make their payment on-time, every time with very little hassle to the customer or your staff.

Reports: Xpress Bill Pay offers extensive real-time reports to help your organization improve transaction management, analyze customer data, and simplify the bank reconciliation process.

Unsettled & Settled Transaction Reports are real-time reports showing transaction data the moment the transaction is processed. Various search filters allow you to narrow your search to find any specific transaction. When necessary, voids and refunds can be processed from these reports.

The Department Details Report will breakdown receipted payments into different categories, if you are receipting payments for multiple departments or items.

The Reconciliation Report is perhaps the most important of all the tools and features offered by Xpress Bill Pay. The Reconciliation Report was designed to show you the breakdown of your online payments in the same way they deposit to the bank – no more adding and subtracting, simply match the report with your bank statement.

The Customer Report shows all of your customers that have created an Xpress Bill Pay account, as well as the options they've chosen, such as paperless billing and Auto Pay.

Payment Upload: You will have a daily transaction file that you simply upload to your Springbrook software – no need to post transactions manually!

Send Email Notifications: Whether sending out a periodic newsletter or trying to get out an urgent message, our Send Email Notifications tool will allow you to contact all of your Xpress Bill Pay customers with one quick email.

The Xpress Bill Pay Administrator Interface was designed to take the hassle out of accepting online payments. All the tools you need to receipt payments, generate reports, provide customer support, and

Xpress BILL PAY

Gateway and Administrative Service Agreement

This Gateway and Administrative Service Agreement is entered into this ___ day of _____, 20___, by and between Xpress Solutions, Inc. ("Xpress") and City of Ritzville ("Customer") upon such terms and conditions as are set forth below.

WHEREAS, Customer desires Xpress, and Xpress agrees to provide, Automated Clearing House (ACH) and other services to Customer as indicated in and subject to the terms and conditions of, this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and the receipt of consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1.0 **Term and Renewal:** The Initial Term (the "Initial Term") of this Agreement shall be thirty-six (36) months from the date of this Agreement. This Agreement shall automatically renew for an additional twelve (12) months at the end of the Initial Term or any subsequent renewal term by the Customer upon the receipt by Xpress of the applicable Fees and under the same terms and conditions set forth herein, so long as the Customer is not and has not been in default in any term or condition of this Agreement. If Customer is a political subdivision, the parties agree that an automatic renewal cannot occur if Customer's governing board does not budget for payment of the Fees set forth in Section 2.0 in any given fiscal year of Customer.
- 2.0 **Fees and Payments:** Customer shall pay to Xpress a one-time set-up Fee, monthly maintenance, support, and hosting Fees, and various transaction Fees as set forth in Exhibit A (collectively the "Fees"). Xpress reserves the right to change the Fees at any time so long as Customer is provided no less than 30 days advance notice of a change. Customer authorizes Xpress to initiate an electronic ACH Debit Entry from Customer's bank account provided in Exhibit C on or about the 5th day of each month for the amount of all Fees that accrued during the prior month for any service, support, or maintenance Fee that is due as described in Exhibit A. If there are insufficient funds in Customer's account to cover the Debit, Xpress will contact customer for resolution which will include resubmission up to 3 times. This authorization may be revoked only by notifying Xpress in writing, which revocation shall take effect no later than five (5) business days after receipt by Xpress. Any outstanding Fees that are not paid when due shall bear interest at the rate of 18% per annum until the outstanding balance and all accrued interest are paid in full.
- 3.0 **Services Provided; Obligations of Customer to ODFI:** Transactions are placed through Xpress as a third-party sender of ACH transactions with Customer as the "originator" of those transactions under the Rules and Regulations described below. Xpress will send all transactions through an Originating Depository Financial Institution (ODFI) all in accordance with the terms of this Agreement, the Operating Rules of the National Automated Clearing House Association (NACHA) and the applicable Federal Regulations governing ACH transactions including, without limitation, the Electronic Funds Transfer Act and Regulation E (collectively the "Rules and Regulations"). Entry or Entries shall mean either a Credit Entry or a Debit Entry. Customer agrees to comply with Xpress's requests for record retention and signature authorization. Customer hereby grants to Xpress or its designee the right to audit these authorizations and Customer's record retention compliance, at no expense to Xpress.

Customer hereby agrees to, and otherwise assumes, all obligations under the Rules and Regulations as an originator to the ODFI with respect to all Entries, which includes without limitation the unconditional obligation of Customer to pay and indemnify the ODFI for all Entries that are returned by any Receiving Depository Financial Institution (RDFI) for whatever reason.

In addition to the other services referenced in this Agreement, Xpress will provide Customer with an internet payment system. Xpress has developed a web interface that can be used for payment of accounts using credit cards, or electronic funds transfers (EFT). Xpress acts as a payment gateway interface for Customer's account

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to by the End User, (c) each Entry is in accordance with the Rules and Regulations and properly authorized in all other respects. Customer agrees to defend, indemnify, and hold Xpress and all its agents harmless for any losses, liabilities, legal action costs or expenses incurred by Xpress as a result of any breach of these representations and warranties either intentionally or unintentionally by Customer. Customer shall cease initiating Entries immediately upon receiving actual or constructive notice of the termination or revocation by the End User of authority.

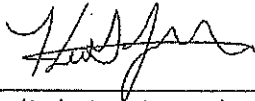
- 12.0 Regulatory Compliance: Customer will use its best efforts, and bears the final responsibility to ensure that Customer's policies and procedures meet the requirements of all applicable Rules and Regulations pertaining to ACH transactions of any kind. Xpress must and will also comply with all Rules and Regulations pertaining to ACH transactions. Without limiting the obligations of Customer to the ODFI under this Agreement and the Rules and Regulations for the payment of all returned Entries, Customer agrees to execute an origination agreement with the ODFI if required by the Rules and Regulations.
- 13.0 Record Keeping: Customer agrees to keep full and accurate data and records of its utilization of Xpress services and of the transactions giving rise to billing information for at least two (2) years after the date of the relevant transaction, or such longer period as required by the Rules and Regulations. Customer understands that Xpress and the ODFI will be required to participate in certain audits of Customer in connection with the credit card and electronic funds transfer services provided by Xpress. Customer agrees to cooperate with Xpress and ODFI in the performance of such audits, including providing information reasonably required in the course of such audits.
- 14.0 Compliance: Customer represents and warrants that all products and services offered, sold, or provided by Customer are offered, sold, or provided in compliance with all applicable laws and regulations. Customer agrees to comply with Xpress's Acceptable Use Policy as required by the Payment Card Industry Data Security Standard (PCI DSS) as provided in Exhibit D. Xpress will meet or exceed all applicable compliance requirements as required by current and future Payment Card Industry (PCI) rules of operation as well as the Rules and Regulations.
- 15.0 Termination: This Agreement may be terminated by either party upon not less than 30 days written notice to the other party specifying the effective date thereof. In the event this Agreement is terminated by Customer through no fault of Xpress, Xpress shall be paid for all services performed up to the date of termination.
- 16.0 Governing Law; Attorney' Fees: This Agreement shall be governed by and construed under the laws of the State of Utah. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as a court may adjudge reasonable as attorneys' fees at trial, on any appeal, and on any petition for review, in addition to other sums provided by law.
- 17.0 Independent Contractors: Both Customer and Xpress are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other, except to the extent and for the purposes provided for herein.
- 18.0 No Warranty: Xpress makes no warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose. Xpress shall have no liability with respect to its obligations under this agreement for consequential, special, direct, exemplary, punitive, or incidental damages to customer or to third parties dealing with customer even if Xpress has been advised of the possibility of such damages.
- 19.0 Entire Agreement: This Agreement and the exhibits hereto constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and there are no other agreements or understandings among the parties other than those contained herein. In the event any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect the validity of the remainder of this Agreement.

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By signing below, Customer and Xpress shall be legally bound and agree to the terms of this Agreement and all of its Attachments.

Accepted by:

Xpress Solutions Inc.

BY: 

(Authorized Signature)

Keith Jenkins
(Print or Type Name)

TITLE: President/CEO

DATE: 5/13/2022

Accepted by:

BY: _____
(Authorized Signature)

(Print or Type Name)

TITLE: _____

DATE: _____

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EXHIBIT B
OPTIONAL EQUIPMENT LIST PRICE LIST

Card Swipes

USB Magnetic Stripe Credit Card Reader	\$ 75.00
USB Keyboard with Integrated Magnetic Credit Card Swipe	\$ 99.00

Check Scanners

Panini VisionX 50 Check Scanner	\$ 945.00
Panini VisionX 75 Check Scanner	\$ 1,145.00
Panini VisionX 100 Check Scanner	\$1,345.00

Miscellaneous

FMC Checkmate Check Jogger	\$ 249.00
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** Please note: prices subject to change at any time without further notice.*

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EXHIBIT D
ACCEPTABLE USE POLICY

Introduction

Xpress Bill Pay is committed to providing high-quality payment services for its customers. This Acceptable Use Policy (the "Policy") is designed to assist in protecting the Service, our Users, and the Internet community as a whole from improper and/or illegal activity over the Internet. By using the Service, you acknowledge that you and your Users are responsible for compliance with the Policy. You are responsible for violations of this Policy by any User that accesses the Services through your account. The Policy will be updated and revised occasionally and posted to the Xpress Bill Pay website. The Company reserves the right to modify this Policy at any time, effective upon posting at www.xpressbillpay.com/adminPolicy.asp.

Purpose/Scope

The purpose of this Policy is to help protect the Company's network, each of the Company's clients and third-party users of the Internet, generally from harassing, deceptive, irresponsible and/or illegal activities.

The scope of this policy is all the Company's clients.

Policy

This Policy governs the usage of the Company's network by any person (regardless of whether that person is a customer). Each person utilizing the Company network in any manner is responsible for complying with this Policy, and for providing assistance to the Company in furtherance of the objectives hereof, as the Company may request from time to time. The Company's Clients will be held solely responsible for the actions (or inactions) of any of their customers, downstream users, or third-party agents that use the Company's Network.

1.1 Prohibited Actions

It shall be prohibited by this Policy to utilize the Company network in any manner which, in the sole discretion of the Company, is (A) illegal, disruptive, harassing or deceptive, or (B) a risk to the Company's network, its stability or security, or (C) inconsistent with this Policy and/or the Company's Rules and Regulations and/or any rules or policies of upstream Company network service providers. Set forth below, is a non-exclusive list of certain actions, omissions, etc., which are expressly prohibited under this Policy:

- Transmitting, distributing or storing any material in violation of applicable law, code or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, protective order, contract, or other intellectual property right used without proper authorization. Also prohibited is material that is obscene, libelous, defamatory, constitutes an illegal threat, and/or violates export control laws
- Sending unsolicited bulk email messages and/or other advertising material to individuals who did not specifically request such material. This includes, but is not limited to, messages sent as email, "Spam," ICQ traffic, instant message traffic, GSM/GPRS data, or posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting). The Company's accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or the policy of the other provider. The Company reserves the right, in its sole discretion, to determine whether commercial email on the Company's Network complies with this Policy.
- Utilizing the Company's network (or any relay, proxy or other network element in conjunction with the Company network) to (A) forge the signature, IP address or other identifying mark or code of any other person, (B) impersonate or assume the identity of any other person, or (C) engage in any other activity

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1.3 Client Duties

Each Client is obligated to assist the Company in the investigation of any threatened, alleged or actual violation of this Policy. The Client shall cooperate with designees of the Company in this regard. Clients of the Company are responsible for immediately reporting to the Company any issue which could compromise the stability, service or security of any user or system connected to the Company's network.

1.4 Client Password Policy

The Company's clients are required to follow the payment industry's user identification (User ID) and password best practices to protect the Company's sensitive credit card data. Client User IDs and passwords must meet the following requirements:

- User IDs must be unique to an individual and forever connected with a single user to whom it has been assigned.
- User must never share their IDs and/or passwords.
- Users must choose easily remembered passwords that are, at the same time, difficult for unauthorized parties to guess.
- Passwords are required to have a minimum of seven (7) characters.
- Passwords must meet strong password requirements. Passwords will contain both alphabetic and numeric characters. Passwords will also utilize upper- and lower-case letters and symbols.

1.5 Reports and Complaints

Any reports or complaints about the use or misuse of the Company's products or services should be directed to:

Xpress Solutions, Inc.
108 South 700 East
American Fork, UT 84003
800-768-7295
security@xpressbillpay.com

1.6 Digital Millennium Copyright Act

Xpress Solutions, Inc. maintains a separate policy on the handling of complaints under the Digital Millennium Copyright Act, which is incorporated into this Policy hereby and which may be viewed at www.xpressbillpay.com/copyright.

1.7 Handling Charges

The Company reserves the right to assess a handling fee, at its usual emergency project labor rate, to respond to abuse complaints incurred by the Company relating to a client and/or to handle, address, clean up and/or correct damage done to the operation of the Company's Network and business operations supported thereby. The fees will be billed in one (1) hour minimum increments. The Company hereby agrees to waive such fee for the first instance per customer of any such complaint, but shall impose the fee from and after the second such complaint.

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