

# Master Services Agreement

**THIS MASTER SERVICES AGREEMENT (“Agreement”)** is made and effective as of **January 25, 2022** (the “Effective Date”) by and between the undersigned company (the “COMPANY”), and Woodbury County, Iowa, a political subdivision organized and existing under the laws of the State of Iowa, (“CLIENT”). COMPANY and CLIENT may be referred to herein each individually as a “Party” and collectively, as the “Parties.”

WHEREAS, COMPANY is a provider of the services described on Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, CLIENT desires to engage COMPANY to perform certain services for CLIENT; and

WHEREAS, COMPANY is willing to perform services to CLIENT on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, including Exhibit A, the Parties agree as follows:

## 1. Definitions.

Terms defined in the Preamble shall have the meanings given to them there. Terms defined elsewhere in this Agreement or in any SOW (as defined below) shall have the meanings given to them where they are defined. As used in this Agreement, the following terms shall have the meanings set forth below:

(a) “Addendum(s)” means the document or documents entitled with the word “Addendum” and may have an identifiable item number or letter following. These will be used for clarification of items such as pricing or other parts not included in the Agreement.

(b) “Deliverables” means any and all written materials and other items that are to be furnished by COMPANY to CLIENT as set forth in this Agreement or any SOW.

(c) “Services” means the services and Deliverables to be provided by COMPANY to CLIENT as set forth in this Agreement or any SOW.

(d) “SOW(s)” means the document or documents entitled “Statement of Work” that COMPANY and CLIENT may mutually execute from time to time, if applicable, in order to specify the Services that may be obtained from COMPANY.

(e) “Specifications” means any functional specifications, descriptions or requirements of the Services, including Deliverables.

## 2. Statements of Work.

(a) From time to time during the Term (as defined below) of this Agreement, COMPANY and CLIENT may enter into one or more SOWs, which shall specify: (i) a description of the Services, including Deliverables to be provided by COMPANY; (ii) any Specifications; (iii) the performance schedule relating to the Services (including commencement and completion dates); (iv) the applicable fees for the Services; and (v) the effective date of the SOW.

(b) Neither COMPANY nor CLIENT shall be obligated to enter into any SOW, and COMPANY shall not, and shall not be obligated to, perform any Services not specifically set forth in a SOW. Each SOW shall be signed by both Parties and, upon execution, shall be deemed a part of this Agreement.

### 3. Change Orders.

From time to time, CLIENT may request changes (including additions, modifications and deletions) to the Services. COMPANY shall review and discuss any such request from CLIENT and notify CLIENT in writing of any adjustments to the SOW or Addendum required to implement such request. If CLIENT agrees to such adjustments and COMPANY approves the changes, then the document(s) shall be amended to reflect those changes and adjustments in a writing signed and dated by CLIENT and COMPANY and attached to the Agreement. Such changes and adjustments shall become effective on the date that COMPANY signs and dates such writing. Only those changes approved by COMPANY in writing shall be binding on COMPANY.

### 4. Delivery Schedule.

Turnaround time for all Deliverables will be as set forth in the applicable SOW. All turnaround times set forth in the SOW do not account for: (a) a Force Majeure Event (as defined in Section 11) occurs and is continuing; (b) inaccurate information provided by CLIENT, including, but not limited to undeliverable, unreadable, or otherwise rejected addresses, malformed or data not matching expected formats as agreed upon during onboarding; or (c) mailings exceeding 50,000 pieces per day for processing. In the event any of the foregoing circumstances arise, COMPANY and CLIENT will work together in good faith to resolve them.

### 5. Holidays and Weekends

Notwithstanding anything in this Agreement or any SOW to the contrary, the COMPANY's days of operation are Monday through Friday. COMPANY currently has the following six official holidays and its offices will not be open for business (this list may be modified by COMPANY from time to time in its sole discretion): New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Weekend availability can be arranged on an as needed basis and may result in additional billable charges. All weekend work must be agreed to by COMPANY in writing. Weekend work is not guaranteed and will be available based on capacity available.

### 6. CLIENT Obligations. During the Term of this Agreement, CLIENT shall:

- (a) cooperate with COMPANY in all matters relating to the Services;
- (b) respond promptly to any COMPANY request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for COMPANY to perform Services in accordance with the requirements of this Agreement or any SOW; and
- (c) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services, the use of CLIENT Materials (as defined below), in all cases before the date on which the Services are to start under the applicable SOW.

If COMPANY's performance of its obligations under this Agreement or any SOW is prevented or delayed by any act or omission of CLIENT, COMPANY shall not be deemed in breach of its obligations under this Agreement or any SOW or otherwise liable for any costs, charges, or losses sustained or incurred by CLIENT, in each case, to the extent arising directly or indirectly from such prevention or delay.

### 7. Duration and Termination.

- (a) **Term.** This Agreement shall become effective on the Effective Date and shall continue in force for a period of three (3) years ("**Initial Term**") and may be renewed for an additional two (2) successive one (1) year extensions ("**Renewal Term**"), unless earlier terminated by either Party as described below.
- (b) **Termination.** This Agreement may be terminated by the Parties as follows:
  - (i) **Mutual Termination Rights.** By either Party, for any reason, upon written notice to the other Party at least 90 days prior to the termination date. In the event of termination for convenience, the

Parties will be obligated to perform pursuant to this Agreement up until the date specified in the written termination notice. No penalty shall be incurred for termination under this section.

(ii) **COMPANY Termination Rights.** By COMPANY if: (A) CLIENT fails to pay any amount when due under this Agreement and such failure continues for five (5) days after CLIENT'S receipt of written notice from COMPANY detailing such failure; (B) CLIENT has not performed or complied with any of the other terms or conditions of this Agreement in whole or in part and either the breach cannot be cured, or if the breach can be cured, it is not cured by CLIENT within 30 days after CLIENT'S receipt of written notice from COMPANY detailing such breach; or (C) CLIENT becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, files a petition for bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, or a third party files a petition for bankruptcy, receivership, reorganization, or assignment for the benefit of creditors and CLIENT fails to have such petition dismissed within 60 days after the date such petition was filed.

(iii) **CLIENT'S Termination Rights.** By CLIENT if: (A) COMPANY has not performed or complied with any of the other terms or conditions of this Agreement in whole or in part and either the breach cannot be cured, or if the breach can be cured, it is not cured by or reasonable steps toward cure have not been made by COMPANY within 30 days after COMPANY'S receipt of written notice from CLIENT detailing such breach; (B) CLIENT becomes aware that COMPANY furnished any statement, representation, warranty or certification in connection with this Agreement, the Request for Proposal or the Proposal that is false, deceptive, or materially incorrect or incomplete; (C) COMPANY or any parent or affiliate of COMPANY owning a controlling interest in COMPANY dissolves; (D) COMPANY terminates or suspends business, except in relation to a FORCE MAJURE event, as defined in Section 11 of this Agreement; (E) COMPANY has failed to comply with any applicable international, federal, state or local laws, rules, ordinances, regulations or orders when performing within the scope of this Contract ; (F) COMPANY infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or Contractor misappropriates or allegedly misappropriates a trade secret; (G) COMPANY fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy or (H) COMPANY becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, files a petition for bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, or a third party files a petition for bankruptcy, receivership, reorganization, or assignment for the benefit of creditors and COMPANY fails to have such petition dismissed within 60 days after the date such petition was filed.

(c) **Effects of Termination.**

(i) Upon the expiration or earlier termination of this Agreement, all amounts owed by CLIENT to COMPANY under this Agreement or any SOW, or otherwise, shall become immediately due and payable to COMPANY for Deliverables and Services actually and satisfactorily provided.

(ii) Upon termination of this Agreement, CLIENT agrees to reimburse COMPANY for any unused materials purchased for CLIENT, on CLIENT's behalf, by COMPANY.

(iii) Upon the expiration or earlier termination of this Agreement, each Party shall promptly: (A) except as otherwise provided in (B), return to the other Party or destroy all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information (as defined below); (B) permanently erase all of the other Party's Confidential Information from its computer systems, except for copies that are (1) required by applicable law to be maintained by such Party and (2) maintained for archive copies on its disaster recovery or information technology backup systems; and (C) certify in writing to the other Party that it has complied with the requirements of this subsection.

**8. Service Fees and Payment Mechanics.**

(a) **Service Fees.** CLIENT shall pay COMPANY for the Services hereunder pursuant to the rates set forth in the Agreement or applicable SOW (the "Rates"), provided however, that the Rates are subject to change at

any time as set forth herein. Any amounts not paid by CLIENT when due shall bear interest from the date due until paid at the rate of 18% per annum (1.50% per month).

(b) **Rate Changes.** The Rates as stated in the Agreement or applicable SOW are subject to change based on the changes of costs incurred by COMPANY in performing the Services including, but not limited to, changes made by the U.S. Postal Service. Notwithstanding the foregoing, except for Rate changes due to changes made by the U.S. Postal Service, COMPANY shall not increase the Rates for one (1) year. After nine (9) months, but before January 25<sup>th</sup>, COMPANY may submit price adjustments for the next year. Price adjustments may not increase more than 3% for the next year. To maintain rates COMPANY may be required to order quantities in larger amounts. Any unused amounts due to CLIENT requests for changes in product will be charged back to the CLIENT for the unused portion.

(c) **Payment Mechanics.** For the Services to be provided hereunder, the CLIENT agrees to pay COMPANY those fees and charges set forth in this Agreement and any applicable SOW. COMPANY will invoice CLIENT for Services provided on a monthly basis. All invoices shall be due and payable within thirty (30) days from the date of the invoice. The CLIENT shall be responsible for the payment of all sales, use or other like taxes, if any, related to COMPANY's performance of the Services. COMPANY may suspend all Services to be provided by COMPANY hereunder if CLIENT fails to pay any amount due hereunder in accordance with the terms of this Section.

(d) **Withholding Payments.** In addition to pursuing any other remedy provided herein or by law, the CLIENT may withhold compensation or payments to COMPANY, in whole or in part, without penalty to the CLIENT or work stoppage by COMPANY, in the event the CLIENT determines that:

- (1) COMPANY has failed to perform any of its duties or obligations as set forth in this Contract.
- (2) Any Deliverable or Service has failed to meet or conform to any applicable specifications contained in the SOW, except for failure to meet or conform to specifications where CLIENT has not met CLIENT's responsibilities pursuant to Section 9(e) of this Agreement.
- (3) No interest shall accrue or be paid to COMPANY pursuant to Section 8(a) of this Agreement on any compensation or other amounts withheld or retained by the CLIENT under this section.

## 9. Limitation of Liability for Services Performed

(a) **Disclaimer.** COMPANY HEREBY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO, ALL EXPRESS, IMPLIED (INCLUDING MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE), STATUTORY, OR OTHERWISE ARISING UNDER THIS AGREEMENT.

(b) **Exclusive Remedy.** CLIENT acknowledges and agrees that if CLIENT is unsatisfied with the Services provided by COMPANY, CLIENT'S sole and exclusive remedy hereunder is limited to COMPANY'S re-performance of Services.

(c) **Claims Period; Disclaimer Consequential Damages.** IN NO EVENT WILL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, BUSINESS INTERRUPTION, LOST PROFITS, OR LOST GOODWILL, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(d) **Client Responsibilities.** COMPANY will not be responsible for events occurring from malformed and/or changed input (data or PDF) into the processing steps. CLIENT understands that it is CLIENT'S responsibility to ensure any files submitted to COMPANY meet the agreed upon format and content. CLIENT is also responsible for notifying COMPANY of any changes being made to the input with enough advance notice to allow COMPANY to make the necessary alterations to allow the accurate generation of product for the CLIENT and all such change requests shall be subject to Section 3 hereof.

## 10. Indemnification

(a) **CLIENT Indemnification Obligations.** CLIENT agrees, to the extent permitted by the Constitution of the State of Iowa, to defend, indemnify and hold COMPANY and its affiliates, and its and their respective officers, directors, members, managers, shareholders, agents and employees harmless from and against

any and all claims, demands, liabilities, losses, damages (including treble damages in the case of infringement), penalties, sanctions, actions, judgments, costs, expenses (including attorney's fees) (collectively, "Losses") arising out of or relating to: (i) any breach of this Agreement by CLIENT or any CLIENT representatives; (ii) any infringement or misappropriation of any patent, copyright, trade secret, trademark, service mark, trade name proprietary information or other intellectual property or proprietary rights by CLIENT or any materials provided by CLIENT to COMPANY ("CLIENT Materials"); (iii) any negligent acts, omissions and/or willful misconduct of CLIENT or its representatives; or (iv) any violation by CLIENT, its representatives or the CLIENT Materials of any federal, state, or local laws, rules, regulations, ordinances or orders.

(b) **COMPANY Indemnification Obligations.** COMPANY shall defend, indemnify and hold CLIENT and its elected and appointed officials, directors, employees, agents, their predecessors, successors and assigns harmless from and against any and all claims, disputes, demands, damages, actions, judgments, liabilities, losses, costs and expenses, including without limitation reasonable legal and accounting fees, asserted or recovered against CLIENT arising out of or related to: (i) any breach of this Agreement by COMPANY or its representatives; (ii) any infringement or misappropriation of any patent, copyright, trade secret, trademark, service mark, trade name proprietary information or other intellectual property or proprietary rights arising solely from COMPANY's modifications to the CLIENT Materials which are not authorized by CLIENT; (iii) any negligent acts, omissions and/or willful misconduct of COMPANY or its representatives; or (iv) any violation by COMPANY or its representatives of any federal, state or local laws, rules, regulations, ordinances or orders, provided such violation does not arise out of COMPANY's use of the CLIENT Materials.

(c) **Indemnification Procedures.** Any Party seeking indemnification (the "Indemnified Party") under this Section shall give prompt written notice to the other Party (the "Indemnifying Party"); provided, however, the failure by an Indemnified Party to give such notice shall not relieve the Indemnifying Party of its obligations under this Section, except to the extent that the Indemnifying Party is materially prejudiced as a result of such failure. In addition, the Indemnified Party shall allow the Indemnifying Party to direct the defense and settlement of any claim, with counsel of the Indemnifying Party's choosing, and shall provide the Indemnifying Party, at the Indemnifying Party's expense, with such information and assistance as is reasonably necessary for the defense and settlement of the claim. The Indemnifying Party shall not be liable for any settlement of an action effected without its written consent (which consent shall not be unreasonably withheld or delayed), nor shall the Indemnifying Party settle any such action that affects the Indemnified Party's rights or interests without the written consent of the Indemnified Party. The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnified Party a release from all liability with respect to the claim.

(d) **Indemnification Survives.** The duties and obligations of the Parties under this section shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential claim is made or discovered.

(e)

## 11. Force Majeure.

Neither Party shall be in default under the Agreement if performance is prevented, delayed or made impossible to the extent that such prevention, delay, or impossibility is caused by a "force majeure." The term "force majeure" as used in this Agreement includes an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care, such as acts of God, war, civil disturbance and other similar causes. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the Parties. "Force majeure" does not include: financial difficulties of the COMPANY or any parent, subsidiary, affiliated or associated company of COMPANY; claims or court orders that restrict COMPANY's ability to deliver the Deliverables contemplated by this Agreement; strikes; labor unrest; or supply chain disruptions. If delay results from a subcontractor's conduct, negligence or failure to perform, the COMPANY shall not be excused from compliance with the terms and obligations of the Agreement unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Agreement. If a "force majeure" delays or prevents the COMPANY's performance, the COMPANY shall immediately use its best efforts to directly provide alternate, and to the extent possible, comparable performance.

Comparability of performance and the possibility of comparable performance shall be determined solely by the CLIENT. The party seeking to exercise this provision and not perform or delay performance pursuant to a "force majeure" shall immediately notify the other party of the occurrence and reason for the delay. The parties shall make every effort to minimize the time of nonperformance and the scope of work not being performed due to the unforeseen events. Dates by which performance obligations are scheduled to be met will be extended only for a period of time equal to the time lost due to any delay so caused.

## **12. Choice of Law**

This Agreement, including all SOWs, attachments and Exhibits attached hereto and thereto, and all matters arising out of or related to this Agreement, shall be governed by, and construed in accordance with the laws of the State of Iowa, without regard to the conflict of laws provisions thereof.

## **13. Choice of Forum.**

Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement or any SOW and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than in the federal or state courts located in Des Moines, Iowa. Each Party irrevocably and unconditionally submits to the sole and exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the state or federal courts located in Des Moines, Iowa. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

#### **14. Notice**

All notices, requests, demands or other communications required to be given pursuant to the Agreement shall be in writing and shall be deemed to have been given: (a) if sent by hand delivery, upon delivery; (b) if sent by U.S. registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the addresses noted in the signature page below or to such other address as the Parties direct in writing pursuant to the terms of this Section, upon the earlier of the date of receipt or five (5) days after deposit in the U.S. mail; or (c) if sent by nationally recognized overnight courier (with all fees prepaid) to the addresses noted in the signature page below or to such other address as the Parties direct in writing pursuant to the terms of this Section, when received.

#### **15. Severability**

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

#### **16. Attorney's Fees**

The Parties agree that in the event any dispute arises in any way related to or arising out of this Agreement, the prevailing party in any arbitration or court proceedings will be entitled to recover an award of its reasonable attorney's and expert witness fees, costs and pre and post judgment interest.

#### **17. No Third Party Beneficiary**

The Parties agree to look solely to each other with respect to the performance of this Agreement. This Agreement and each and every provision hereof are for the exclusive benefit of the CLIENT and COMPANY and not for the benefit of any third party, and no third party shall be entitled to rely upon or enforce the terms of this Agreement, or to be a third party beneficiary thereof, except to the extent expressly provided in this Agreement.

#### **18. Relationship of the Parties**

The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the Parties, and except as expressly set forth in connection with specific Services, neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

#### **19. Confidentiality**

(a) Each Party agrees that during the course of this Agreement, information that is confidential or proprietary may be disclosed to the other Party, including, but not limited to, client lists, technical processes and formulas, product designs, sales, cost, pricing and other unpublished financial information, product and business plans, projections, marketing data, and confidential customer financial information ("Confidential Information"). Confidential Information shall not include information that the receiving Party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through no act or omission on the part of the receiving Party or its representatives, (b) was known to the receiving Party as of the time of its disclosure, as evidenced by the receiving Party's written records, (c) is independently developed by the receiving Party without reference to any Confidential Information of the disclosing Party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the Party whose information is disclosed by such third party. Except as provided for in this Agreement, each Party shall not make any disclosure of the Confidential Information to anyone other than those who have a need to know such Confidential Information in connection with this Agreement and who are bound by confidentiality obligations no less strict than the confidentiality obligations contained herein. Each Party shall only use the other Party's Confidential Information as necessary to perform its obligations under this Agreement and for no other purpose. Each Party shall protect the other Party's Confidential Information with the same degree of care as it uses to protect its own Confidential Information, but in no event shall such Party use less than a commercially reasonable degree of care. Upon learning of any unauthorized disclosure or use of the other Party's Confidential Information, such Party shall promptly notify the other Party of such unauthorized disclosure or use and fully cooperate with the other Party to protect such Party's Confidential Information.

(b) In the event the receiving Party receives a request or demand to disclose all or any part of the disclosing Party's Confidential Information pursuant to the terms of a valid subpoena, a request pursuant to Iowa Code Chapter 22, or order issued by a court of competent jurisdiction, the receiving Party shall, unless prohibited by applicable law or valid court order, promptly notify the disclosing Party in writing of such subpoena, Iowa Code Chapter 22 request or order and attach a copy thereto, so that the disclosing Party may seek a protective order or other appropriate relief. The receiving Party agrees to cooperate with disclosing Party in connection with disclosing Party's efforts to obtain such protective order or relief provided that the disclosing Party shall pay all costs and expenses, including attorneys fees and expenses, receiving Party incurs in providing such cooperation. In the event the disclosing Party is unable to obtain such protective order or relief, the receiving Party may disclose the disclosing Party's Confidential Information pursuant to the subpoena, Iowa Code Chapter 22 request, or order without liability under this Agreement, provided the receiving Party shall (i) disclose only that portion of the disclosing Party's Confidential Information that, in the opinion of the receiving Party's legal counsel, is legally required to be disclosed, and (ii) use commercially reasonable efforts to obtain assurance that such disclosing Party's Confidential Information will continue to be treated as confidential.

(c) Upon the written request of disclosing Party, the receiving Party shall promptly return to the disclosing Party or destroy all or any part of the disclosing Party's Confidential Information. Upon such return or destruction, receiving Party shall deliver to disclosing Party a certificate signed by an authorized representative of receiving Party, certifying that the receiving Party's Confidential Information specified in the request has been returned or destroyed. Notwithstanding the foregoing, COMPANY shall be permitted to (i) retain CLIENT's Confidential Information in archival storage in accordance with its internal data retention policies (but only to the extent such retention is otherwise permitted by applicable law), and (ii) retain copies of CLIENT'S Confidential Information to the extent necessary to comply with applicable legal and regulatory requirements.

(d) Each Party hereby acknowledges and agrees that the breach or threatened breach of any obligation or duty set forth in this Section would cause immediate and irreparable harm to the other Party, and that an adequate remedy at law for such harm may not exist. Accordingly, in the event of such breach or threatened breach, the non-breaching Party shall have the right to seek specific performance by, or obtain injunctive or other equitable relief against, the other Party as a remedy for any such breach or threatened breach, without the necessity of proof of actual damage or loss and without the necessity of posting any surety or bond.

(e) The confidentiality obligations of each Party under this Section shall survive the expiration or termination of this Agreement.

## **20. Waiver of Jury Trial.**

EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS OF THIS SECTION.

## **21. Miscellaneous.**

This Agreement, the CLIENT's Request for Proposal, COMPANY's Proposal, and any SOW entered into by the Parties hereto constitutes the entire agreement and understanding of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and proposals, oral or written. Each of the Parties expressly acknowledges that such Party has not relied on any prior or contemporaneous oral or written representations or statements by the other Party in connection with the subject matter of this Agreement except as expressly set forth herein. Neither Party shall assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, provided that COMPANY may use subcontractors to provide certain services for CLIENT under this Agreement. Any purported assignment or delegation in violation of this Section shall be null and void. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and assigns. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except



as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. This Agreement may be amended or modified only by a subsequent agreement in writing signed by each of the Parties and may not be modified by course of dealing or course of conduct. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed counterpart of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed counterpart of this Agreement.

## 22. Insurance.

COMPANY shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the COMPANY's expense, insurance covering its work during the entire term of this Agreement and any extensions or renewals thereof. The COMPANY's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the COMPANY's performance of this Agreement regardless of the date the claim is filed or expiration of the policy. CLIENT shall be included as additional insureds or loss payees, or the COMPANY shall obtain an endorsement to the same effect, as applicable.

### Types and Amounts of Insurance Required

Unless otherwise requested by Customer in writing, COMPANY shall cause to be issued insurance coverages insuring COMPANY and/or subcontractors against all general liabilities, product liability, personal injury, property damage, and (where applicable) professional liability in the amount specified below:

**A. Workers' Compensation and Employers' Liability.** This insurance shall protect COMPANY against all claims under Iowa Workers' Compensation Law. COMPANY shall also be protected against claims for injury, disease, or death, or employees which for any reason, may not fall within the provisions of the Workers' Compensation Law. The insurance requirements shall not be less than the following:

1. Workers' Compensation – Statutory
2. Employers' Liability
  - a. \$500,000 Per Accident
  - b. \$500,000 Disease, Policy Limit
  - c. \$500,000 Disease, Each Employee

**B. Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect CLIENT against all claims arising from injuries to any person or damage to property of others arising out of any negligence of COMPANY.

COMPANY shall provide and maintain insurance coverage to protect the CLIENT against any and all claims for damages for personal injury, including accidental death, as well as from claims under this contract, whether such operations be performed by COMPANY or any subcontractors, or by one directly or indirectly employed by COMPANY or any subcontractors.

The liability limits shall not be less than the following:

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Products-Completed Operations Aggregate	\$ 2,000,000
Personal & Advertising Injury	\$ 1,000,000
Medical Expenses (Any One Person)	\$ 5,000

**C. Automobile Liability.** This insurance shall be written in comprehensive form and shall protect COMPANY against all claims for the operation of motor vehicles,

whether they are owned, non-owned, or hired, by or on behalf of COMPANY.

The liability limits shall not be less than the following:  
**\$ 1,000,000 CSL (Combined Single Limit) per accident**

**D. Excess Liability Umbrella.** COMPANY shall procure and maintain, during the life of this contract **\$1,000,000 Excess Liability Coverage (Umbrella)**. This coverage is over and above the underlying coverage of \$1,000,000/\$2,000,000 General Liability, Automobile & Employers Liability.

**G. Subcontractors.** COMPANY shall require that any of its agents and / or subcontractors, who perform work and/or services pursuant to the provisions of this contract, meet the same insurance requirements as are required of the prime contractor.

### **MISCELLANEOUS.**

- A. Cost of Insurance.** CLIENT shall make no direct payments to the COMPANY for any costs associated with securing, maintaining, and/or providing the insurance coverage required. All costs of such coverage shall be included in the prices bid and no additional payments for such costs shall be made.
- B. Personal Liability of Public Officials.** In carrying out any of the provisions of the Agreement, or in exercising any power or authority granted to any agent or representative of CLIENT thereby, there shall be no liability upon such agent or representative either personally or as an official of Woodbury County, it being understood that in such matters they act as the agent and representative of Woodbury County.
- C. Non-Waiver of Legal Rights.** CLIENT shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment thereof, from showing the true amount and character of the work performed and the materials furnished by the COMPANY or from showing that such measurement, estimate, or certificate is untrue or incorrectly made or that the work or materials do not in fact conform to the Agreement.

CLIENT shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor such damages as it may sustain by reason of failure to comply with the terms of the contract. Neither the acceptance by Woodbury County, nor any representative(s), nor payment for acceptance of the whole or any part of the work, nor any extent of time, nor any possession taken place by Woodbury County shall operate as a waiver of any portion of the contract, or any powers herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other subsequent breach.

**Certificates of Insurance.** COMPANY shall Provide CLIENT a Certificate of Insurance to show proof of adequate insurance. A Certificate shall be submitted with the final contract for review at time of signing. The Certificate(s) must specifically identify the project and name the **Woodbury County, Iowa, its elected and appointed officials, employees, agents, predecessors, successors and assigns,** as "Additional Insured."

The following statements are requirements and should aid in the preparation of an acceptable certificate.

1. The name of the producer with complete address, zip code, and telephone number.
2. The name of the Insured with complete address, zip code, and telephone number.
3. The issue date must be complete.
4. The name of the Insurer (insurance companies) affording coverage must be named and approved by the Insurance Commission of the State of Iowa. The Company letters (4a) must be placed along the corresponding insurance coverages (4b).

5.	General Liability:	
	General Aggregate	\$2,000,000
	Product Completed Operations Aggregate	\$2,000,000
	Personal & Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000
	Medical Expense (Any one person)	\$5,000

6.	Automobile Liability:	\$1,000,000
	Each Accident	Combined Single Limit

7.	Workers' Compensation:	
	Statutory Benefits	
	Employers' Liability (Coverage B)	\$500,000

8.	Excess Liability Umbrella	\$5,000,000
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9. Policy numbers for all policies must be included
10. Policy effective dates for all policies must be included
11. Policy expiration dates must be included.
12. Description of Operations: The Project Name and Work Order Number must be shown. All contracts require "Woodbury County, Iowa, its elected and appointed officials, employees, agents, predecessors, successors and assigns" to be additionally insured.
13. Woodbury County, Iowa must clearly and explicitly be shown as the Certificate Holder.
14. COMPANY will provide at least thirty (30) days written notice to CLIENT before any cancellation of any of the described policies.
15. All certificates of insurance must be signed by an authorized representative.
16. The Cancellation Clause must read exactly as follows:

"Should any of the above described policies be canceled before the expiration date thereof, the issuing company shall mail thirty (30) days prior written notice to the certificate holder(s) named on the Certificate to the left."

17. In order to preserve the governmental immunities available as defenses to CLIENT and its officials and employees, any insurance policy must contain the following endorsement language:

**Non-Waiver of Governmental Immunity:** We, the insurance carrier and insured, expressly agree and state that the purchase of this policy and the naming of the Woodbury County, Iowa as an additional insured shall not waive any of the defenses of governmental immunity available to Woodbury County, Iowa, its elected and appointed officials, employees, agents, their predecessors and successors and assigns, pursuant to Section 670.4 of the Code of Iowa, as it now exists and as it may be amended from time to time.

**Non-Denial of Coverage:** We, the insurance carrier and insured, shall not deny coverage under this policy and we shall not deny any of the rights and benefits accruing to the Woodbury County, Iowa in the schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by Woodbury County, Iowa

COMPANY shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against CLIENT. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to Client.

**23. Compliance with the Law; Nondiscrimination in Employment.**

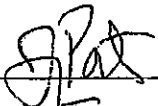
COMPANY, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and ordinances. COMPANY, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7). Upon the CLIENT's written request, COMPANY shall submit to the CLIENT a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies. COMPANY, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Agreement. In the event COMPANY contracts with third parties for the performance of any of COMPANY's obligations under this Agreement, COMPANY shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section. Notwithstanding anything in this Agreement to the contrary, COMPANY's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Agreement and the CLIENT may cancel, terminate, or suspend, in whole or in part, this Agreement. The CLIENT may further declare CUSTOMER ineligible for future contracts in accordance with authorized procedures or COMPANY may be subject to other sanctions as provided by law or rule.

**24. Incorporation of Documents**

This Agreement arises out of a Request for Proposal and Bid Proposal, the Parties acknowledge that the Agreement consists of the terms and conditions herein as well as the Request for Proposal and the Bid Proposal. The Request For Proposal and the Bid Proposal are incorporated into this Agreement by reference, except that no objection or amendment by the COMPANY to the provisions of the Request For Proposal shall be incorporated by reference into the Agreement unless the CLIENT has explicitly accepted the COMPANY's objection or amendment in writing. If there is a conflict between the Agreement, the Request For Proposal and the Bid Proposal, the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Agreement; (2) the Request for Proposal; (3) the Bid Proposal.

**COMPANY:**

Mail Services, LLC  
4100 121<sup>st</sup> Street  
Urbandale, IA 50323

By:   
Name: Jerry Porter  
Title: President / GM  
Date: 4/25/2022

**CLIENT:**

Woodbury County, Iowa  
822 Douglas Street, Rm 102  
Sioux City, IA 51101

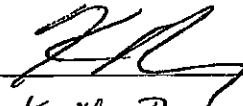
By:   
Name: Keith Radig  
Title: Chairman  
Date: 4/19/20

EXHIBIT A<sup>1</sup>

SERVICES

**Statement of Work**

SOW Number: IDOT0001

This Statement of Work (“SOW”), adopts and incorporates by reference the terms and conditions of the Master Services Agreement by and between the undersigned parties (“Master Agreement”), as it may be amended from time to time. This SOW is effective beginning on [January 25, 2022] (“Effective Date”) and will remain in effect until [January 25, 2025] (“Expiration Date”), unless earlier terminated in accordance with the Master Agreement. Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the Master Agreement. Capitalized terms used but not defined in this SOW shall have the meanings given to them in the Master Agreement.

1. Scope of Work. Print and Mailing of Iowa Motor Vehicle Renewal Registration Notices
2. Work Schedule and Deliverables. Subject to Section 4 of the Master Agreement, the relevant milestones, completion dates, Deliverables and terms associated with this SOW are as follows:

Retrieve encrypted fixed position flat data files from IowaDOT and print information from the files in an approved registration renewal format on blue tinted perforated paper for standard renewal notices and white perforated paper for fleet renewal notices. Fold and insert registration renewal notice forms, a #9 window business reply envelope, and informational flyers if applicable into a #10 double window envelope. Mail registration renewal forms. When possible deliver the registration renewal forms electronically rather than print and mail.

Monthly printing and mailing, or electronic delivery, of vehicle registration renewal notices to vehicle owners on behalf of county treasurers in the state of Iowa. Contracts will be signed by each county separately.

Data files are made available by IowaDOT twice a month. A large file is made available around the 20<sup>th</sup> of each month, and a small file is made available on the last calendar day of each month. Data in the files from IowaDOT is used to generate vehicle renewal notices for vehicle owners in the state of Iowa. With this procurement, the Renewal Notice Committee seeks to contract with a company capable of converting raw data files into finished renewal notices that are mail-ready or electronically deliverable.

There are two renewal notice designs. One is the standard renewal notice which is utilized when a vehicle owner has less than 13 vehicles in the data file. The other is a fleet renewal notice which is utilized when a vehicle owner has 13 vehicles or more in the data file.

Standard Renewal Notice (Less than 13 vehicles)

- There are two different designs of the standard renewal notice. The template layout for the two designs are very similar. The main difference is hard-coded wording that is different based on which of the two online payment websites the county utilizes.

<sup>1</sup> We would envision a different Exhibit A for each entity that could be easily attached to the MSA since the services may differ.  
MSA June 2021

- Generate renewal notices with required language on the front and back, and include vehicle data within two separate information grids.
- Generate PDF417 barcodes on the renewal notices with vehicle data from the information grids. Barcodes are printed one of two ways based on whether the county uses automated remittance processing or not. Barcodes must be printed in the specified location in order for county scanners to read them correctly.
- Electronically deliver all eligible renewal notices and informational flyers according to a schedule provided by the Renewal Notice Committee.
- Laser print renewal notices that can't be delivered electronically on blue tinted 8.5" by 11" paper, micro perforated at the bottom for the remittance stubs.
- Fold renewal notice and insert into a #10 outbound double window envelope with required wording preprinted on the front.
- Insert #9 window business reply envelope with identifiable markings.
- If required, print, fold and insert informational flyer into #10 outbound double window envelope with required wording preprinted on the front.
- Prepare mailing for post office, including sealing and metering the envelope with appropriate postage.
- Deliver mailing to post office according to a schedule provided by the Renewal Notice Committee.

#### Fleet Notice Form (13 vehicles or more)

- There are two different designs of the fleet renewal notice. The template layout for the two designs are very similar. The main difference is hard-coded wording that is different based on which of the two online payment websites the county utilizes.
  - Generate renewal notices with required language on the front and back of the first sheet. The remaining sheets are single-sided with vehicle data, up to 45 vehicles per page, in information grids that extend the entire sheet or until the last vehicle is listed.
  - Electronically deliver all eligible renewal notices and informational flyers according to a schedule provided by the Renewal Notice Committee.
  - Laser print renewal notices that can't be delivered electronically on white 8.5" by 11" paper, micro perforated at the top for the remittance stub.
  - Fold renewal notice and insert into a #10 outbound double window envelope with required wording preprinted on the front.
  - Insert #9 window business reply envelope with identifiable markings.
  - If required, print, fold and insert informational flyer into #10 outbound double window envelope with required wording preprinted on the front.
  - Prepare mailing for post office, including sealing and metering the envelope with appropriate postage.
  - Deliver mailing to post office according to a schedule provided by the Renewal Notice Committee.
- 1) Retrieve from IowaDOT vehicle renewal and customer stop data files from a secure FTP site. The file types are encrypted fixed position flat data files
  - 2) Create a dataset from the vehicle renewal IowaDOT file that will merge records of identical customers to print on the same renewal notice forms. From the customer stop IowaDOT file add to the dataset records of special characteristics referred to as "stops" to identified customers so they print on the same renewal notice forms. Various types of stops will be printed in a hierarchical order provided by the Renewal Notice Committee. When "stops" are present print an asterisk next to the amount due in the information grids for the affected vehicle(s), and next to

the total due at the bottom of each information grid. Print stop signs next to the total due at the bottom of each information grid, in the lower left-hand corner of the renewal notice with required wording, and on the back of the renewal notice in a message area. In the message area on the back of the renewal notice predefined wording explaining the “stop” will be printed. Messages will be unique for each different kind of “stop.” Messages explaining the “stop” are not included in the IowaDOT files and will need to be stored in a custom built table to be referenced when renewal notices are generated.

- 3) Generate standard renewal notices and fleet renewal notices with language, format, and design provided.
- 4) Changes to language hard-coded on the renewal notices templates occasionally requires changes. These changes will be made at no additional cost.
- 5) When generating renewal notices refer to custom built table when parking ticket stops are present to determine based on the city issuing the parking ticket and the vehicle owner’s county if the parking ticket stop should be included on the renewal notice and if so, should the parking ticket amount owed also print.
- 6) When generating renewal notices identify vehicles requiring self-certification from indicators in the IowaDOT file and print required self-certification language on the renewal notice.
- 7) When generating renewal notices identify “weighted vehicles” from indicators in the IowaDOT file and include tonnage and half year fee if applicable in the information grids.
- 8) Provide a section on the renewal notice for customized language provided by each county. Allow each county to make one update each fiscal year (July – June) at no charge. A fee may be charged for any updates in a fiscal year beyond one at a fee not to exceed \$30.00.
- 9) Print a Penalty and Enforcement Date on the renewal notices. These dates are not included in the IowaDOT files. They are provided by the Renewal Notice Committee annually prior to each fiscal year, and need to be manually updated before generating renewal notices each month or stored in a custom built table to be referenced when renewal notices are generated.
- 10) If the vehicle renewal IowaDOT file contains a PIN number on a vehicle record print in a boxed off area required language with the PIN number. If there is no PIN number print a different message with required language.
- 11) Verify addresses in the vehicle renewal IowaDOT file and reference the National Change of Address (NCOA) database. Update any change of address, mark the change of address box on the renewal notice remittance stub, and print the address correction information on the back of the renewal notice in the area provided.
- 12) Print a dynamic QR Code on the front of the renewal notice linking customers to their vehicle renewal on the county’s online payment site.
- 13) Print PDF417 barcodes that contain vehicle information next to the information grid on the remittance stub. Vehicle information will be printed for all vehicles in one large barcode to the left of the information grid or each vehicle separate, in smaller barcodes, next to each row in the information grid. Each county will indicate whether they want the one large barcode or separate smaller barcodes.
- 14) Print PDF417 barcode in the lower right-hand corner of the renewal notice with vehicle information from the first record in the information grid.
- 15) Prepare printed proofs of the renewal notices and make them available for review to specified members of the Renewal Notice Committee. Proofs need to include at least two examples of the two templates of the standard renewal notice and at least two examples of the two templates of the fleet renewal notice.
- 16) Proofs must be approved via email or phone confirmation before proceeding to print or electronic disbursement.
- 17) Provide an option for customer opt-in to electronic delivery of renewal notices. Electronic renewal notices must have a dynamic hyperlink to the customer’s vehicle renewal on the

- county's online payment website. This hyperlink may be different for standard renewal notices and fleet renewal notices. Generate a paper renewal notice and mail for any electronic renewal notice delivery that bounces back. Must be able to identify if a recipient has accessed the electronic version of the renewal notice within a set number of days. If the renewal notice hasn't been accessed within the set number of days generate a paper renewal notice and mail.
- 18) Must be able to implement grouping logic for multiple sheets being sent to the same vehicle owner. For a standard renewal notice the information grid will contain six rows. Standard renewal notices are printed for vehicle owners with less than 13 vehicles. There is the possibility of having two standard renewal notices being sent to one owner. Both standard renewal notices need to be delivered in one electronic communication or one outbound envelope. The fleet renewals notices can have several sheets that will need to be grouped together.
  - 19) Provide for the ability to add special informational flyers statewide, at the county level, or based on a record indicator in the IowaDOT files.
  - 20) Ability to print and store special informational flyers.
  - 21) Laser print standard renewal notices that can't be delivered electronically on blue tinted 8.5" by 11" paper. Paper will be micro perforated at the bottom for the remittance stubs. Laser print fleet renewal notices that can't be delivered electronically on white 8.5" by 11" paper. Paper will be micro perforated at the top for the remittance stubs.
  - 22) Fold renewal notice and insert into a #10 outbound double window envelope with required wording preprinted on the front.
  - 23) Insert #9 window business reply envelope with identifiable markings into standard renewal notice #10 outbound double window envelope with required wording preprinted on the front.
  - 24) If required, print, fold and insert informational flyer into #10 outbound double window envelope with required wording preprinted.
  - 25) Prepare mailing for post office, including sealing and metering the envelope with appropriate postage.
  - 26) Ability to mail renewal notices within six business days following proof approval. However, if ready earlier, the large file mailing will not be mailed prior to the Mail Date provided in an annual schedule prepared by the Renewal Notice Committee. The small file mailing will be mailed as soon as possible.
  - 27) It is preferred that mailed renewal notices be delivered to Iowa addresses within two business days, and no later than three business days.
  - 28) Ability to correct and confirm the zip +4.
  - 29) Must be a Full Service Intelligent Mail Barcode provider.
  - 30) Ability to presort for postal discounts.
  - 31) Deliver mailing to post office according to a schedule provided by the Renewal Notice Committee.
  - 32) Must provide all paper, envelopes, and storage of these items.
  - 33) Ability to have separate contracts with each individual county.
  - 34) Must have a Service Organization Control (SOC) 2 audit ensuring the ability to work with confidential data. Most recent audit report must be provided.
  - 35) Ability to provide additional services as requested based on a quote.
  - 36) Provide treasurers and/or treasurer's staff the ability to review the facility and processes at an agreed upon date and time if requested.
  - 37) Ability to handle the monthly volume of renewals notices required to be delivered each month by county treasurers in the state of Iowa.



3. Pricing. Subject to Section 7 of the Master Agreement, costs listed below are based on the scope and assumptions included in this SOW.<sup>2</sup>

Item	Price per unit	Cost Structure
Print Duplex – Black Laser Ink	\$0.052 per sheet of paper	
Mail Prep	\$0.052 per #10 Envelope	Fold, Insert, Seal, Meter, Presort
Blue Paper, 24#, 8.5'x11' with perf	\$0.019 per sheet	
#9 Business Reply Envelope, #24, 1W	\$0.017 per #9 Envelope	
#10 Envelope, Custom to DOT, 24#	\$0.028 per #10 Envelope	
Estimated 1 <sup>st</sup> Class Presort Letter postage	\$0.429 per Envelope	Actual postage will be determined and billed back to counties based on average for processing run
<b>Total: Estimated Due to Postage</b>	<b>\$0.597 PER ENVELOPE</b>	


Item	Price per unit	Cost Structure
Print Duplex – COLOR Laser Ink	\$0.102 per sheet of paper	
White Paper, 24#, 8.5'x11' with perf	\$0.016 per sheet	
Other Services – Bid during RFP but will need SOW to implement		
E-Mailed Statements	\$0.042 Per EMAIL	Will need SOW
Archived Documents (Optional) - EDP	\$0.010 PER online Document	Will need SOW
One-time Set-up Fee for Archive Programming set up / business rules	\$250.00 one time for entire entity -- not per county	

[SIGNATURE PAGE FOLLOWS]

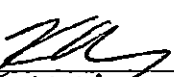
<sup>2</sup> Determine if each entity has a rate sheet that we could reference.  
MSA June 2021

IN WITNESS WHEREOF, the Parties hereto have executed this SOW as of the date first above written.

**For COMPANY**  
Mail Services, LLC  
4100 121<sup>st</sup> Street  
Urbandale, IA 50323

By:   
Name: Jerry Parker  
Title: President / GM  
Date: 4/25/2022

**For CLIENT**  
Woodbury County, Iowa  
822 Douglas St. Rm 102  
Sioux City, IA 51101

By:   
Name: Keith Radig  
Title: Chairman  
Date: 4/19/22