CITY OF OLATHE PRICE AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and Doxim, Inc., hereinafter "Vendor" (each individually a "Party" and collectively, the "Parties"). City needs printing, mailing and online presentation of utility bills and notices, and contracts with Vendor to supply the goods or services described in **Exhibit A**, as needed and as requested by City.

1. PRICE AGREEMENT, ORDERS, AND TERM. City agrees to pay Vendor at the prices listed in **Exhibit A** to supply the goods or services described in **Exhibit A (the "Services")**, as needed and as requested by City. Notwithstanding anything in this Agreement to the contrary, including in any order, at any time after each twelve (12) month period during the Term, Vendor may increase the Fees once in each twelve (12) month period by no more than 3% higher than applicable national Consumer Price Index ("CPI") in the United States. Such increases will take effect in January of each calendar year, regardless of the effective date of this Agreement, unless Vendor advises otherwise. Vendor will provide City with at least thirty (30) days prior written notice of any increase in the Fees in respect of CPI. Furthermore, in respect of materials used by Vendor in connection with the Services (including, without limitation, paper and envelopes), the Fees shall be subject to increases from time to time based on then current market rates. Unless otherwise set out herein, City will have no financial obligation under this Agreement until an order has been placed. Any order placed under this Agreement remains subject to any applicable procurement policies of City, with respect to approval by the appropriate authority based on the dollar amount of the order. Any order placed pursuant to this Agreement is subject to all terms and provisions of this Agreement. In the event of a conflict, inconsistency or ambiguity between this Agreement and an order, this Agreement shall govern. This contract will be a three (3)-year contract (the "Initial Term") with the option to renew for up to two (2) additional one (1)-year periods upon the written agreement of both parties (each a "Renewal Term" and together with the Initial Term, the Term.

2. ADDITIONAL SERVICES. Vendor may provide services in addition to those listed **Exhibit A** when authorized in writing by City and agreed to by both Parties in writing.

3. BILLING. Vendor may bill City monthly for all completed work and reimbursable expenses. Vendor must submit a bill which itemizes the work and reimbursable expenses. City agrees to pay Vendor within thirty (30) days of receipt of the applicable invoice. The bill must be mailed to the attention of Account Payable, City of Olathe, PO Box 768, Olathe, KS 66051-0768 or emailed to apolathe@olatheks.org. The bill must indicate it is for work or expenses under this Agreement (include Agreement date for identification).

4. PAYMENT. [intentionally deleted].

5. STANDARD OF CARE. Vendor will exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily possessed and exercised by a professional under similar circumstances.

6. [intentionally deleted].

1.1. TERMINATION FOR CAUSE. In addition to any other rights and remedies Vendor or City may have at law or in equity, immediately terminate this Agreement if a Party breaches any material obligation and such breaching Party has not cured the breach within thirty (30) days after receiving written notice of the breach from the non-breaching Party. Furthermore, in the event that the City has not provided a request for Services for a period of three (3) months or longer, Vendor may, within its sole discretion, consider the Agreement, including any underlying SOW and/or Schedule, terminated. In such circumstances, City shall be required, upon notice from Vendor to pay an early termination fee where such fee shall be the amount determined based on the average of the monthly invoices (prior to all issued credits, discounts and rebates) for each Service received by City and/or an City's affiliate during the 6-month period preceding the effective date of such termination (or if no monthly invoice has been received, the estimated monthly billing for each Service to be received hereunder) multiplied by the remaining months of the Term)

7. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of work to be provided by Vendor under this Agreement, City may terminate or reduce the amount of work to be provided by Vendor under this Agreement, subject to Vendor's right to receive an early termination fee as described in Section 6 above. In such event, City will notify Vendor in writing at least thirty (30) days in advance of such termination or reduction of work for lack of funds.

8. DISPUTE RESOLUTION. The Parties agree that disputes regarding the work will first be addressed by negotiations between the Parties. If negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests. Notwithstanding any such dispute, Vendor will proceed with undisputed work as if no dispute existed, and City will continue to pay for Vendor's completed undisputed work. No dispute will be submitted to arbitration without both Parties' written approval.

9. SUBCONTRACTING. Doxim will require subcontractors, if any, to comply with all applicable terms and conditions of this Agreement. Doxim shall remain liable for the performance of its subcontractors. .

10. OWNERSHIP OF DOCUMENTS. City owns all right, title and interest in and to the Customer Property, including without limitation all intellectual property rights therein. "Customer Property" means all data, information, documentation and content provided by City to Vendor in respect of the Services

Vendor all right, title and interest in the Services, including without limitation, all intellectual property rights therein. .

11. INSURANCE. Vendor will maintain for the term of this Agreement insurance as provided in **Exhibit B**. Vendor will provide certificates of insurance and renewals thereof on forms acceptable to City and in the manner specified in **Exhibit B**.

12. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Agreement, subject to the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, Vendor agrees to indemnify, defend, and hold harmless City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of a third party claim (the "Claim") alleging that the Services infringe or misappropriate a third party's intellectual property rights in the U.S. or Canada. Vendor is not required hereunder to defend City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence and/or the Claim is based on or related to (1) City's modification to the Services without Vendor's prior written approval; (2) combining the Services with other materials or services where such Claim would not have resulted but for such combination, (3) using the Services with materials, software or equipment not provided by Vendor, (4) Claim is based on Customer Property. City does not indemnify Vendor.

13. LIMITATION OF LIABILITY FOR BREACH OF CONTRACT OR NEGLIGENT PERFORMANCE.. The liability of Vendor and City will in all circumstances be limited to direct damages and in no event will either party have any liability to the other, whatsoever, for any special, , indirect, or incidental, of any kind arising out of this Agreement, lost profits, lost or damaged data, product liability, failure to realize expected savings, cost of procurement of substitute goods or services and loss of business, even if such party has been advised of the possibility of such damages, whether in contract or tort or based upon any other legal or equitable theory.

Notwithstanding anything to the contrary contained in this Agreement, including any order, and to the fullest extent permitted by applicable law, in no event will Vendor's liability to City, or to that of its directors, appointees, officers, employees or users of the Services, or to any third parties exceed the Fees actually paid to Vendor within the twelve (12) month period immediately preceding the date on which the cause of action arose. In respect of liquidated, penalty, incidental or consequential damages, in no event will Vendor's liability to City, or to that of its directors, appointees, officers, employees or users of the Services, or to any third parties exceed the two (2) times the Fees actually paid to Vendor within the twelve (12) month period immediately preceding the date on which the cause of action arose.

14. KANSAS ACT AGAINST DISCRIMINATION. ***Unless*** Vendor employs fewer than four (4) employees during the term of this Agreement, or ***unless*** the total of all agreements (including this Agreement) between Vendor and City during a calendar year are cumulatively less than $5,000, ***then*** during the performance of this Agreement, Vendor agrees that:

a. Vendor will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;

b. in all solicitations or advertisements for employees, Vendor will endeavor to include include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");

c. if Vendor fails to comply with the way Vendor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, subject to providing Vendor notice of such failure and an reasonable opportunity to cure the circumstances that gave rise to the failure, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by City without penalty;

d. if Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by the contracting agency; and

e. Vendor will use commercially reasonable efforts to include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

15. KANSAS OPEN RECORDS ACT. Vendor acknowledges that City is subject to the Kansas Open Records Act (K.S.A. 45-215, *et seq*.). City retains the final authority to determine whether it must disclose any document or other record under the Kansas Open Records Act and the manner in which such document or other record should be disclosed.

16. ENTIRE AGREEMENT. This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to by both Parties. No form or document provided by Vendor after execution of this Agreement will modify this Agreement, even if signed by both Parties, unless it: 1) identifies the specific section number and section title of this Agreement that is being modified and 2) indicates the specific changes being made to the language contained in this Agreement.

17. NO THIRD-PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

18. INDEPENDENT CONTRACTOR STATUS. Vendor is an independent contractor and not an agent or employee of City.

19. COMPLIANCE WITH LAWS. Vendor will abide by all applicable federal, state, and local laws, ordinances, and regulations.

20. FORCE MAJEURE CLAUSE. Neither Party will be considered in default under this Contract because of any delays in performance of obligations hereunder due to causes beyond the control and without fault or negligence on the part of the delayed Party, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, tornado, epidemic, pandemic, quarantine restrictions, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the delayed Party must notify the other Party in writing of the cause of delay and its probable extent within ten (10) days from the beginning of such delay. Such notification will not be the basis for a claim for additional compensation. The delayed Party must make all reasonable efforts to remove or eliminate the cause of delay and must, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

21. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas, excluding Kansas' choice-of-law principles. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas.

22. SEVERABILITY. If any provision of this Agreement is determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Agreement will be unaffected and will continue to be valid and enforceable.

23. ORDER OF PRECEDENCE. If there is any conflict between the terms of this Agreement, excluding exhibits, and anything contained in the exhibits referenced herein or attached hereto, the terms and provisions of this Agreement, excluding exhibits, shall control.

[The remainder of this page is intentionally left blank.]

The Parties hereto have caused this Agreement to be executed this _____ day of

________________________ 20___.

CITY OF OLATHE, KANSAS

By: ___________________________________
Mayor

ATTEST:

________________________________ (SEAL)
City Clerk

APPROVED AS TO FORM:

____
City Attorney or Deputy/Assistant City Attorney

Doxim, Inc.

DocuSigned by:

By: _____ DE65462CE5754AD... __________
Scott Biel, CRO
2200 Production Dr
Indianapolis, IN 46241

Exhibit A

[Doxim print and mail services schedule to be inserted here]

This Schedule for the Doxim Customer Communications Management (CCM) products (individually or collectively referred to as “Product” or “Products”) is governed by the City of Olathe Price Agreement as the same may be modified, updated, amended or otherwise changed from time to time between Olathe (“Customer”, “you”, “your”) and the Doxim entity listed therein. This Schedule is effective as of June 1, 2026 (the “Schedule Effective Date”). Capitalized terms used in this Schedule but not defined herein will have the meanings described in the Master Agreement. The Schedule is incorporated into and governed by the Master Agreement. The Master Agreement and this Schedule are collectively referred to as the “Agreement”. If any of the terms in this Schedule conflict with the terms in the Master Agreement, the terms in this Schedule take precedence and prevail over the Master Agreement conflicting terms.

1) **Products and Services**

Customer is purchasing and Doxim will provide Customer with the Product Package as summarized below and detailed in Exhibit A. Product, Optional Products and Professional Services are considered “Services”.

a) This Product Package is comprised of:

i) **Data and Document Processing:** receiving input data and files; data parsing; record processing for print and/or digital output

ii) **Communications Composition:** support for data-driven, dynamic communications; output for print, digital and archival formats within a secure processing environment

iii) **Print and Mail:** print production; document insertion; production integrity managed with page level controls; submission to postal service

iv) **Digital Services:** document storage; document presentment; notifications; Doxim Admin Portal self-serve features

2) **Service Levels**

Doxim will provide Services in accordance with the Service Levels set out in Exhibit B.

3) **Fees**

Customer will pay Fees as set out in and in accordance with Exhibit C.

4) **Additional Terms**

a) You will be responsible for performing your own review to certify that any work performed meets your own compliance guidelines.
b) You will be responsible for adhering to acceptable use standards as defined in Doxim-provided Services information, user training and user documentation.
c) In cases where Print and Mail services are being provided, Fees are exclusive of postage and you will pre-fund postage fees in advance of the need for the postage fees.
d) Data stored in Doxim systems will be purged 60 days after termination or expiration of the Agreement. You will have until the termination or expiration of the Agreement to provide a written request to Doxim if they wish to transition the data. A transition fee based on the estimated effort and then current Professional Services rate will be provided to you for approval.

5) Schedule Term

The term of this Schedule commences on the Schedule Effective Date and ends 36 months ("**Initial Term**") from the Activation Date. At the end of the Initial Term, the Schedule will automatically renew for up to two (2) twelve (12) month renewal terms ("**Renewal Term**") until either party provides written notice of termination at least sixty (60) days before the end of the Initial Term or any Renewal Term thereafter. The Initial Term and Renewal Term are collectively referred to as the "**Term**".

By signing below, Customer and Doxim agree to the terms and conditions in this Schedule and acknowledge they have the authority to bind their respective companies.

Doxim	Customer
Signature: DocuSigned by: DE65462CE5754AD...	Signature:
Printed Name: Scott Biel	Printed Name:
Title: CRO	Title:
Date: July 7, 2026	Date:

Exhibit A: Product and Service Details

1. **Data and Document Processing**

   Doxim will:

   a) Maintain an SFTP site for you to submit input data / files
   b) Process input data and files as per your requirements established in an implementation project, change request and/or work order.
   c) Provide the following postal processing services for all In-Scope Communications:
      i) ☒ CASS address standardization
      ii) ☒ Pre-sort, IMB creation
      iii) ☒ NCOA for address changes
   d) Householding of documents
   e) Provide these Services for the following In-Scope Communications:

In-Scope Communications	Cycle	Projected Processing Volumes per Cycle	Projected Print Volumes per Cycle
Bills	Monthly	52,000	25,000

2. **Communications Composition**

   Doxim will:

   a) Maintain customized document templates to support the In-Scope Communications
   b) Incorporate static backer page into documents
   c) Support data insertion and merging to compose final documents for required output formats
   d) ☒ Support static document onserts and message changes.
   e) Support appended inserts i.e., addition of static pages to the end of each document
   f) Support targeted messaging on both printed statements and/or digital documents
   g) Apply production control marks to support static and selective insertion by document type
   h) Provide these Services for the following In-Scope Communications:

In-Scope Communications	Inserts	Output Formats
Bills	Selective	Print, PDF, Archive

3. **Print and Mail**

   Doxim to provide:

   a) Print of full color, duplex, multiple page documents up to 15% ink coverage per page

b) Remit stub perforations as needed.
c) Collation, folding and insertion into specified envelopes
d) Static and selective insertion of inserts as needed
e) All required preparation and paperwork for mail entry to the postal service
f) Materials as specified for the In-Scope Communications:

In-Scope Communications	Stock	BRE	Envelope
Bills	24# bond, white roll stock	☒	Doxim double window outgoing #10

4) **Digital Services.**
Doxim will provide the following Digital Services for In-Scope Communications based on the Product Package subscription:

Digital Service Description	***Details***
End User Notifications	
Document notifications	☒ Email ☐ SMS
Account and servicing notifications	☒ Email ☐ SMS
Document Services	
Document archive	13 months retention
Document presentment	☒ API ☐ SSO to CXP ☐ Standalone CXP
Secure Document Delivery	☐ Email ☐ SMS
CCM Admin Portal: Self-Serve Features	
End user account management	eDocument enrollment, profile access
Document archive access	Post all 13 month retention
Onsert/message management	Included
Appended insert management	Included
Document approval: preflight, production	Sample subset per input file
CCM Activity Reporting	
Input file receipt	Included
File / document processing	Included
Job level production status reporting	Included

Exhibit B: Service Levels

1. Doxim will provide Document Production service levels as outlined in this Exhibit.
   a. All service levels for document production are based on job level performance and require the Customer to deliver a job manifest that details the expected number of documents to be produced for delivery via print or digital channels.
   b. Customer acknowledges and agrees that the Service Level obligations are subject to and will not apply to the extent the Service Level is affected by a force majeure event.

   Service Level: Doxim will complete Document Production services for all expected documents and deliver to the targeted delivery service.

   c. Service Level Target: Doxim will achieve the agreed upon Service Levels for 99% of jobs processed. This will be reported on a monthly basis.
   d. Business Days exclude weekends and holidays as noted in Table 2. The observed holiday dates will be provided each year.

Table 2: US Holiday Schedule

Holiday	Date	Holiday	Date
New Year's Day	January 1	Labor Day	1st Monday in September
Martin Luther King Day	3rd Monday of January	Thanksgiving	4th Thursday in November
Presidents Day	3rd Monday in February	Day After Thanksgiving	4th Friday in November
Memorial Day	Last Monday in May	Christmas Eve	December 24
Independence Day	July 4	Christmas Day	December 25

   e. Turnaround times are calculated based upon when final, complete and approved documents/marketing materials/data are received by Doxim on a Business Day. This is Day 0.
   f. Documents/marketing materials/data received after 9 a.m. (Eastern Time) are considered late and Day 0 will be considered as the next Business Day.
   g. Except for Daily Jobs, all turnaround times are Day 0 plus 1 Business Day (24 hours)
   h. For jobs with greater than 20% of the forecasted document volumes and ad hoc jobs, SLAs will be mutually agreed upon on a job-by-job basis.

Exhibit C: Fees

1) **Recurring Fees:** Customer will pay Doxim the recurring fees set out below (the "Recurring Fees") for Services described in this Schedule. Recurring Fees are based on projected volumes set out in **Exhibit A.**
   a) **Single Phase Projects** - Recurring Fees will be billed on the Activation Date. For purposes of this Schedule, "**Activation Date**" means the earlier of (i) the date on which the Services (or a portion thereof, if applicable) are first made available to the Customer for use, regardless of actual usage; or ii) **[120 days from the Scheduled Effective Date]**.

      i) You will pay $4,400 per month for the Services in this Schedule plus materials as noted below to support the In-Scope Communications up to a maximum of 52,000 customers. ("**End Users**")
      ii) End User counts beyond the noted maximum will be subject to an incremental $0.07 per End User per month.
      iii) Monthly End User counts will be determined based on a mutually agreed upon frequency and methodology such as monthly based on records processed in submitted data files or annually based on your reporting to a qualified industry association.

2) **Additional Fees**
   a) Materials and Envelopes: The use of materials and envelopes will be subjected to the fees listed in the table below:

Type Of Material	Description	Fee Per Unit
Bill Print and Mail	includes postal optimization & compliance, full color duplex imaging on 60# white stock, insertion in standard Doxim double window envelope, sealing, sorting and submission to USPS	$0.031 /mail piece

3) **Implementation / One Time Fees**
   a) This Agreement is subject to a one-time implementation fee of $0 as set out in the Statement of Work in Exhibit D.
   b) If you require Professional Services for development work during the Term, the fees for those Services will be described in a Statement of Work, Change Request or Work Order that you will approve before the work is initiated.
   c) This Agreement's Professional Services rate is $250/hr.

Exhibit B

CITY OF OLATHE INSURANCE REQUIREMENTS

These requirements apply to the vendor or contractor ("Vendor") entering into an Agreement with the City of Olathe ("City").

A. Insurance. Secure and maintain for the term of the Agreement insurance of such types and in at least such amounts as set forth below from a Kansas authorized insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VII" financial rating or better, unless otherwise agreed to by City:

1. <u>Commercial General Liability</u>: City must be named by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

   Limits: Per Occurrence, including Personal & Advertising Injury and Products/Completed Operations: $1,000,000; General Aggregate: $2,000,000.

2. <u>Business Auto Insurance</u>: City must be named by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any automobile policy of insurance. Insurance must apply separately to each insured against whom claim is made or suit is brought, subject to liability limits.

   Limits: All Owned Autos; Hired Autos; and Non-Owned Autos: Per occurrence, combined single limit: $500,000.

   Notwithstanding the foregoing, if Vendor does not own any automobiles, then Vendor must maintain Hired and Non-Owned Auto insurance.

3. <u>Worker's Compensation and Employer's Liability</u>: Workers compensation insurance must protect Vendor against all claims under applicable state Worker's Compensation laws at the statutory limits, and employer's liability with the following limits.

   Limits: $500,000 Each Accident/$500,000 Policy Limit/$500,000 Each Employee

4. <u>Professional Liability (***if applicable***)</u>: ***Unless excused by the Agreement with the City,*** Vendor must maintain for the term of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.

   Limits: Each Claim: $1,000,000; General Aggregate: $1,000,000.

5. <u>Cyber Insurance (***if applicable***)</u>: ***IF*** accessing the City's network or City's data, ***THEN*** maintain the following coverages throughout for the term of this

Agreement and for a period of three (3) years after the termination of this Agreement: Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense.

Limits: Per claim, each insuring agreement: $1,000,000; Aggregate: $1,000,000.

B. Exposure Limits. Above are minimum acceptable coverage limits and do not imply or place a liability limit nor imply that the City has assessed the risk that may be applicable to Vendor. Vendor must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Vendor's insurance must be primary, and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Vendor.

C. Costs. Insurance costs must be at Vendor's expense and accounted for in Vendor's bid or proposal. Any deductibles or self-insurance in the above-described coverages will be the responsibility and at the sole risk of the Vendor.

D. Verification of Coverage

1. Upon request, must provide certificate of insurance on ISO form or equivalent including all requirements listed herein. City uses the myCOI platform for submission and review of certificates of insurance and related documentation. Vendor must provide any information needed to register on the platform and submit certificates of insurance and related documentation through the platform.
2. Any self-insurance must be approved in advance by the City and specified on the certificate of insurance. Additionally, when self-insured, the name, address, and telephone number of the claim's office must be noted on the certificate or attached in a separate document.
3. When any of the insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage must be submitted along with the application for final payment.
4. For cyber insurance, the certificate of insurance confirming the required protection must confirm the required coverages in the "Additional Comments" section or provide a copy of the declarations page confirming the details of the cyber insurance policy.

E. Cancellation. No required coverage may be suspended, voided, or canceled, except after Vendor has provided thirty (30) days' advance written notice to the City.

F. Subcontractor's Insurance: If a part of this Agreement is to be sublet, Vendor must either cover all subcontractors under its insurance policies; ***OR*** require each subcontractor not so covered to meet the standards stated herein.