

CITY OF KEY WEST INDEMNIFICATION FORM

Contractor agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance protection.

CONTRACTOR: DPZ Billing Solutions, LLC SEAL:

1603 Hart Court, Southlake, TX 76092
Address

William K. Murray
Signature

William K. Murray
Print Name

CEO
Title

DATE: 4/9/2012

Overview

Co-founded in 2011 by DataProse veterans Bill Murray and Curtis Nelson, DP² is committed to helping small to medium size billing companies get big-city service for a small-town price – Our core competency is in producing high quality customer communications that get results. Our staff's experience, technical expertise and customer management skill, can help reduce costs by streamlining the billing process. This is what we call Total Value Squared (TV²). Taking care of the client, combined with a staff committed to advanced technology and expertise to constantly improve what we do and how we do it.

DP² offers continuity and stability in a volatile market – we have proven efficiency in manufacturing and for the greater part of the last 2 decades, our leadership team has managed document composition, print and electronic delivery capabilities by serving the most demanding transaction-oriented consumer markets – the utilities and telcom industries. DP² has been delivering quality products and services to clients that are constantly reducing their overhead and expenses. We have made the production of customer documents a core part of our business and understand how mission critical this is for all our clients.

Summary of Services

- Implementation and design services for all statements and documents
- Managing data from multiple sources to create single statements or combined packages
- Efficient, high-quality print/finish/mail services
- Full line of Internet-based services
- Complete maintenance services to maintain, modify, and enhance all documents and systems

Key DP² Highlights

- Development, configuration, implementation, and document hosting/retrieval
- Maximized USPS automation discounts, using CASS software and in-line sorting as well as NCOALink[®] for automated mail forwarding
- Web-hosted archive for all documents processed
- Special handling of bill or correspondence based on client criteria
- Web portal view of job status and messaging
- Electronic reports and data delivery
- Custom messaging for your customers based on data fields in your customer information system or external files
- Electronic Bill Presentment and Payment (EBPP)
- Highly secure and auditable operations

