

**PRODUCTION AGREEMENT**

Last updated: 5.4.2007

This Production Agreement (Agreement) is made and entered into as of the 1st day of June, 2007 (Effective Date), by and between DataProse, Inc., a California Corporation (DataProse), and Lake Havasu City, organized under the laws of Arizona (Client). In consideration of the mutual promises and benefits contained herein, the parties hereby agree as follows:

ARTICLE 1 SCOPE OF PRODUCTION AGREEMENT. DataProse agrees to provide to Client services defined in Schedule 1.0, and Client agrees that DataProse shall be its exclusive provider of these goods and/or services during the term of this Agreement. During the term of this Agreement, the Client agrees to furnish data and documentation for, and DataProse agrees to produce a minimum monthly quantity of 28,000 statements ("Minimum Commitment"), based upon the rates and terms provided herein. In the event that the Client does not fulfill the Minimum Commitment, then Client shall pay to DataProse a Minimum Processing Fee in an amount that shall be calculated based upon the Minimum Commitment and the rates and terms provided herein. The pricing contained in Schedule 1.0 Fees for Goods & Services, is based on the City of Tucson, AZ Cooperative Purchasing Agreement dated November 7, 2006.

ARTICLE 2 COMPENSATION. In full and complete compensation for all goods and/or services provided by DataProse hereunder, Client agrees to pay DataProse according to the rates set forth in Schedule 1.0. DataProse will provide an invoice to Client after each production run consisting of the fees, as outlined in Schedule 1.0 and postage used. Invoices are due upon receipt and will be considered past due if not paid within 30 days. A monthly late charge will be assessed on statements not paid within thirty (30) days. The late payment charge will be 1-1/2% per month applied to the invoice amount unpaid (30) thirty days after billing to Client. The prices charged by DataProse to Client for the services listed in Schedule 1.0 will not be increased for a period of 12 months from the Effective Date of this Agreement ("Pricing Period"). All DataProse prices are subject to increase following this initial Pricing Period or any subsequent Pricing Period, and upon written notice to Client. The rate of any price increase shall not exceed 10% at the completion of any pricing period. In the event Client cancels the Agreement as allowed under the provisions of this Agreement, then all services rendered between the cancellation notification date and the effective date of the cancellation, will be COD.

ARTICLE 3 TERM. The initial term of this Agreement shall commence as of the Effective Date, and shall continue for a period of not less than two (2) years, ending on the second anniversary of the initial production run, unless terminated earlier in accordance with provisions found elsewhere in this Agreement. Lake Havasu City may renew this Agreement by written notice of its intent to do so within 60 days of the expiration of the then current term. In the event that the Client exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and minor scope additions and/or deletions.

ARTICLE 4 POSTAGE. Client must maintain a permanent postage deposit in connection with this agreement. Client shall deposit in advance with DataProse the initial sum specified on Schedule 2.0 as the permanent postage deposit. The amount required to be maintained on deposit with DataProse may be changed by DataProse on a periodic basis due to changes in Client's volume, postage usage, postal rates or payment history. Client will be notified in writing and in advance if the deposit amount is changed. Upon termination of this Agreement, DataProse shall return the deposit amount to Client after payment for all Services and postage has been paid by the Client. If this Agreement is terminated due to default of Client, DataProse may apply any of Client's funds it holds against any sum owed by Client to DataProse upon termination of this Agreement. IF CLIENT FAILS TO MAINTAIN THE DEPOSIT AT THE REQUIRED LEVELS, OR IF CLIENT FAILS TO MAINTAIN CURRENT STATUS OF ALL INVOICES AS DESCRIBED IN ARTICLE 2, DATAPOSE MAY IMMEDIATELY SUSPEND ITS PERFORMANCE UNDER THIS AGREEMENT AND WILL HOLD CUSTOMER'S MAIL UNTIL THE DEPOSIT IS RECEIVED.

ARTICLE 5 EXPENSES. When Client has approved the amount of such costs and expenses in advance and in writing, Client will reimburse DataProse for costs and expenses associated with the performance of services for Client, such as cost of travel, expenses associated with travel, freight, delivery service and other required supplies in connection with providing the DataProse services associated with this Agreement.

ARTICLE 6 TERMINATION. Client or DataProse may terminate this Agreement for an event of default committed by the other party and defined below if such default remains uncorrected (30) thirty days after written notice of the default has been received from the party declaring the default.

- (1) Failure of Client to pay for all goods and/or services as provided in this Agreement. In addition to other remedies provided by this Agreement and pursuant to law, DataProse has the right to withhold production and mailing of any further production cycles until Client's account is brought current.
- (2) Any other breach by Client or DataProse of a term or condition of this Agreement.
- (3) Non-Appropriation of funds by City Council.
- (4) Termination for Convenience. This Contract may be terminated at any time, by DataProse or by Client upon giving ninety (90) days written notice. If this Contract is terminated, the Client shall be liable for the payment of services rendered according to the terms of this Contract.

If DataProse terminates this Agreement due to Client's default or the Client terminates this Agreement for any reason other than those specified in Article 3 or this Article 6 prior to satisfying its Minimum Commitment, the Client agrees that it shall be liable to DataProse for liquidated damages ("Liquidated Damages") for its early termination, it being understood and agreed to by the parties that the measure of actual damages noted would be difficult to determine. The Liquidated Damages shall be an amount equal to the product of (a) the Minimum Commitment and (b) the sum of the number of months remaining in the current term of the Agreement and the number of months that any invoices remain unpaid by the Client.

ARTICLE 7 FORCE MAJEURE. Neither party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such party, including, without limitation: fire, explosion, power failure, flood, earthquake or other act of God; war, revolution, civil commotion, terrorism, or acts of public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts. In such event, the party affected shall be excused from such performance (other than any obligation to pay money) on a day-to-day basis to the extent of such interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so interfered with).

ARTICLE 8 CONFIDENTIALITY. DataProse agrees that any and all data, reports and documentation supplied by Client or its affiliates or third parties on Client's behalf, which are confidential shall be, subject only to the disclosure required for the performance of DataProse's obligations hereunder, held in strict confidence and shall not be disclosed or otherwise disseminated by DataProse without the consent of Client.

ARTICLE 9 INDEMNIFICATION. Client agrees to indemnify and hold DataProse harmless for any and all claims from any person, firm, or entity whatsoever that may arise in connection with Client's supplying to DataProse the data, reports or other documentation necessary to perform its duties under this Agreement, except that such indemnification shall not extend to any claims that result from action by DataProse, its officers, employees or agents or anyone acting on behalf of DataProse if such action is in violation of one or more terms of this Agreement.

ARTICLE 10 WARRANTIES. DataProse shall provide all goods and/or services in a good and first class workmanlike manner in accordance with the terms specifically set forth in Schedule 1.0. The parties hereto agree that this Agreement is only for the production of goods and/or services. THIS WARRANTY CONSTITUTES THE ONLY WARRANTY WITH RESPECT TO THE GOODS AND SERVICES TO BE PROVIDED TO CLIENT. THE STATED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE.

ARTICLE 11 LIMITATION OF LIABILITY. The liability of DataProse with respect to any failure to provide the goods and/or services as required under this Agreement shall in each case be limited to the compensation paid to DataProse for the defective goods or services. DATAPOSE IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFIT OR INCOME, even if DataProse has been advised of the possibility of such loss or damage. This provision will not be affected by DataProse's failure to correct any defect or replace any defective work product to Client's satisfaction. Client has accepted this restriction on its right to recover consequential damages as a part of its bargain with DataProse. Client acknowledges what DataProse charges for its goods and services would be higher if DataProse were required to bear responsibility for Client's damages.

ARTICLE 12 GOVERNING LAW AND JURISDICTION. This Agreement shall be governed and interpreted in accordance with the laws of the state of California, without giving effect to the principles of choice of laws of such state. The parties each consent to the jurisdiction and venue of the Superior Court of Ventura County, Ventura, California, as to any matters initiated

In state court, and to the courts of the Central District of California for any matters initiated in federal court.

ARTICLE 13 SEVERABILITY. If a court or an arbitrator of competent jurisdiction holds any provision of this agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

ARTICLE 14 WAIVER; MODIFICATION OF AGREEMENT. No waiver, amendment or modification of any of the terms of this Agreement shall be valid unless in writing and signed by authorized representatives of both parties hereto. Failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of such rights, nor shall a waiver by either party in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

ARTICLE 15 NOTICE. All notices must be in writing and if not personally delivered, be sent by facsimile, first class mail, nationally recognized overnight delivery service or by electronic mail. Mailed notices will be effective on the third day after mailing. Notice by personal delivery or delivery service will be effective when delivered. When sent by facsimile or electronic mail, notice will be effective on the day the transmission is received by the recipient provided that (a) a duplicate copy of the notice is promptly given by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Either party may change the address to which notices are to be sent by giving notice of such a change to the other party. Addresses for purpose of giving notice are as follows:

If to DataProse:
DataProse, Inc.
1451 North Rice Avenue, Suite A
Oxnard, CA 93030
Attention: Chief Executive Officer
Email: gcarter@dataprose.com

If to Client:
Lake Havasu City
2330 McCulloch Blvd. North
Lake Havasu City, AZ 86403
Sharon Lawrence

ARTICLE 16 ENTIRE AGREEMENT. This Agreement and its exhibits constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the production of goods and services for Client by DataProse, and supercedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

ARTICLE 17 ATTORNEY FEES. In the event of any claim, dispute or controversy arising out of or relating to this Agreement, including an action for declaratory relief, the prevailing party in such action or proceeding shall be entitled to recover its court costs and reasonable out-of-pocket expenses not limited to taxable costs, including but not limited to phone calls, photocopies, expert witness, travel, etc., and reasonable attorney fees to be fixed by the court. Such recovery shall include court costs, out-of-pocket expenses and attorney fees on appeal, if any. The court shall determine who is the prevailing party, whether or not the dispute or controversy proceeds to final judgment. If either party is reasonably required to incur such out-of-pocket expenses and attorney fees as a result of any claim arising out of or concerning this Agreement or any right or obligation derived hereunder, then the prevailing party shall be entitled to recover such reasonable out-of-pocket expenses and attorney fees whether or not action is filed.

ARTICLE 18 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto. The parties hereto execute this Agreement through their duly authorized officers, as of the day and year first written above.

DATAPROSE, INC.:

By:

Glenn A. Carter, President

Date:

[Signature]
5.29.07

CLIENT:

By:

Title:

[Signature]
Mayor Date: 5/23/07

Schedule 1.0 - Fees for Goods & Services

Paper Bill (Includes: data processing & duplex, 2-color, laser imaging, 8.5x11 white paper, perforated at 3.5" from bottom, #10 double window env., #9 single window reply env., folding, inserting, presorting and delivery to USPS)	\$0.125	Per Bill
Search & ViewBill (Includes: data processing, pdf creation, search & access capabilities & hosting of pdf files for 3 months from creation date)	\$0.01	Per Bill
Additional Search & ViewBill Storage beyond 3 months (As requested by client)	\$0.005	Per Bill
Oversized PDF Surcharge (Group E only)	\$0.0015	Per Impression
ViewBill (Includes: data processing, pdf creation)	\$0.005	Per Bill
ViewBill Transmission (Includes: ftp transmission to client site OR files copied to CDROM)	\$150.00	Per Transmission/CDROM
Additional Disks (If more than one CDROM disk is required for ViewBill Transmission (Described above))	\$10.00	Per Additional CDROM
NCOALink - Automated address update service	\$0.50	Per Address Correction
NetBill (Subscribed users only) (Includes: Internet bill presentment (24x7 access to customer bills hosted on DataProse servers posting of invoices, email notification of bill availability to customer) & Payment Facilitation (Real-time credit card payment submission & batch processing of all ACH payments for daily processing, daily accounts receivable file creation and delivery to client))	\$0.35	Per Credit Card Transaction
NetBill Monthly Maintenance Fee	\$0.60 or 1.25%	Per ACH Transaction
NetBill Set Up	\$400.00	Per Month
- Credit Card Set Up	\$3,000.00 +	
- ACH Set Up	\$1,000.00	
	\$1,000.00	One Time Fee
Other		
Additional Impressions	\$0.025	Per Impression
Bill Suppression (data processing only - Group Y & Z)	\$0.05	Per Bill
Oversized Surcharge (8-99 page bills - Group C)	\$0.20	Per Bill
Oversized Surcharge (100+ page bills - Group D & E)	\$4.00	Per Bill
Additional Inserts	\$0.005	Per Insert
Basic Set up Fee (CityBill or Standard Format and Reports)	\$250.00	
Technical Services (including additional set-up beyond standard, formatting or custom reports, conditional logic & insert/forms composition)	\$150.00	Per Hour
Freight, Courier & Air Delivery	Cost	Per Request
Fuel Surcharge	\$7.50	Per Invoice
Minimum Monthly Charge	\$500.00	Per Month
Minimum Daily Processing/Production Fee	\$150.00	Per Day
Postage (1 oz.)	\$0.292-\$0.326	Per Bill



BILLING SOLUTIONS

Smarter Statements  Better Results

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Schedule 2.0 – Permanent Postage Deposit

Permanent Postage Deposit (Based on two (2) months estimated volume)

\$19,096.00

(2 mos. Volume *\$0.341)

Schedule 3.0 – Performance Guarantee

DataProse will deliver clients bills within an average of one (1) Business Day after the applicable Determination Date (as Defined herein). Such average time period will be determined by measuring the number of elapsed Business Days between each respective determination date and the date which a majority amount of the Client's bills were mailed for consecutive three (3) month period. The "Determination Date" is the date which data is received via electronic transmission (FTP or email) if prior to 10:00 AM, Pacific Time. If data is received after 10:00 AM, Pacific Time, or not on the date of the agreed upon production schedule, the Determination Date is the Business Day immediately following the date data is received. As to any production run, however, the Performance Guaranty will not apply if Client has not provided all Client data and documentation necessary to permit DataProse to produce the bills in a timely manner, or if Client fails to approve or report required changes in DataProse work product in a timely manner.

Schedule 4.0 – Glossary of Terms

Impression	Laser Imaging of one side of one piece of paper. Each physical piece of paper can contain two (2) Impressions.
USPS	United States Postal Service
Laser Imaging	The process where the application of dry toner (Ink) is electro statically applied and bonded to a piece of paper.
Simplex	Laser Imaging of one (1) side of a piece of paper only.
Duplex	Laser Imaging of both (2) sides of a piece of paper.
OE	Outer Envelope – This envelope is used as the carrier mechanism for all information contained in a package to be mailed.
RE	Reply Envelope – This envelope is usually utilized by a customer to return information/payment requested by on organization.
Presorting	The act of organizing mail according to the rules and regulations defined by the USPS in order to achieve lower postage rates and increase deliverability of mail.
Business Day	Any day in which the USPS as well as the U.S. Federal Reserve are open for business.
U.S. federal holiday	All Holidays as defined by the U.S. Federal Reserve.
24x7	24 hours a day, 7 days a week.
Additional Inserts	Any item requested to be placed into the mail container above and beyond (a) the bill and (b) the RE.
Container	One complete piece of mail packaged into one OE.
Electronic Transmission	The act of sending data via DataProse online utility, FTP or Modem
Bill	Data and other information pertaining to one (1) account number and usually in reference to one customer
Group	The term used by DataProse to define how bills are gathered & produced in order to maximize production capabilities. These groups are defined as follows: <ul style="list-style-type: none">Group A – 1 ounce billsGroup B – 2 ounce billsGroup C – 8-99 page billsGroup D – 100-499 page billsGroup E – 500+ page billsGroup I – International billsGroup P – Pull bills (Pulled and returned to PM for further action)Group X – Hold bills (combined and sent back to client)Group Y – Online only bills (Suppress from print only)Group Z – Suppress all
Suppress or Suppression	The act of excluding records or bills (based on client defined criteria) that have been received in the input data stream received from the client



May 29, 2007

Ms. Charlene Yarno
Customer Service Supervisor
Lake Havasu City
2330 McCulloch Blvd., North
Lake Havasu City, AZ 86403

Dear Charlene,

Thank you for choosing DataProse as your statement service provider. Attached is a signed copy of our Production Agreement.

I would like to take this opportunity to let you know we take pride in our ability to deliver your statements while providing exceptional customer service. We want you to be totally satisfied with the quality of our work and the fairness of our pricing.

Our experience shows that continuous improvement requires open and frequent communication. Please feel free to call me directly with any questions, comments or suggestions that will help DataProse serve you better. If we fail to give you total satisfaction, or on the other hand if something we do greatly impresses you, please let me know. My direct phone line is (805) 278.7450.

Once again, thank you very much and welcome to DataProse. We look forward to serving you.

Sincerely,

A handwritten signature in black ink, appearing to read "Glenn Carter".

Glenn Carter
President

attach: as stated

1451 N. Rice Avenue
Oxnard, CA 93030
805.278.7430
805.278.7421 fax
www.dataprose.com

**FIRST AMENDMENT
TO THE
PRODUCTION AGREEMENT
BETWEEN
DATAPROSE, INC.
AND
LAKE HAVASU CITY, ARIZONA**



THIS FIRST AMENDMENT (the "Amendment") is made by and between DataProse, Inc. ("DataProse"), CSG Systems, Inc. ("CSG") and Lake Havasu City, Arizona ("Client"). The Effective Date of this Amendment is July 1, 2010. CSG and Client entered into a certain Production Agreement (CSG document #2304596) dated June 1, 2010 (the "Agreement") and now desire to amend the Agreement in accordance with the terms and conditions set forth in this Amendment. If the terms and conditions set forth in this Amendment shall be in conflict with the Agreement, the terms and conditions of this Amendment shall control. Any terms in initial capital letters or all capital letters used as a defined term but not defined in this Amendment shall have the meaning set forth in the Agreement. Upon execution of this Amendment by the parties, any subsequent reference to the Agreement between the parties shall mean the Agreement as amended by this Amendment. Except as amended by this Amendment, the terms and conditions set forth in the Agreement shall continue in full force and effect according to their terms.

DataProse, CSG, and Client agree as follows:

1. DataProse hereby assigns and transfers to CSG all of DataProse's right, title and interest in and to the Agreement as of the Effective Date of this Amendment. CSG accepts the foregoing assignment, and assumes and agrees, (a) to assume all duties and liabilities of DataProse under the Agreement; and (b) to perform all of the obligations and covenants to be performed by DataProse under the Agreement.
2. Client hereby acknowledges and consents to the foregoing assignment.
3. The term of the Agreement is hereby extended for three (3) years from the Effective Date of this Amendment, ending on the third anniversary of the Effective Date of this Amendment. This Agreement shall then renew itself for successive one (1) year terms unless written notice of cancellation is received by one party from the other at the end of the initial term or at the end of any succeeding one (1) year renewal term(s) by sending written notice of non-renewal to the other party no later than thirty (30) days before the expiration of the then current term.

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IN WITNESS WHEREOF the parties hereto have caused this Amendment to be executed by their duly authorized representatives.

LAKE HAVASU CITY, ARIZONA ("CLIENT")

By: [Signature]

Name: CASSENS

Title: CITY MGR.

Date: 6.23.2010

CSG SYSTEMS, INC.
("CSG")

By: [Signature]

Name: Joseph T. Ruble

Title: EVP, CAO & General Counsel

Date: 6.17.10

DATAPROSE, INC. ("DATAPROSE")

By: [Signature]

Name: Joseph T. Ruble

Title: Secretary

Date: 6.17.10

