



Contract Amendment

ADSP016-169897

APP Amendment #7

Arizona Department of
Administration
State Procurement Office
100 N. 15th Avenue, Suite 402
Phoenix, AZ 85007

Mailing Equipment, Supplies, and Maintenance

Pitney Bowes

In accordance with the NASPO ValuePoint Master Agreement Uniform Terms and Conditions, Paragraph 5, Contract Changes, 5.1 Amendments, The above referenced contracts shall be amended as follows:

1. The contract is hereby amended to include Price Book update

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by an authorized representative of the Contractor and applied to the contract in the State e-Procurement systems by the Procurement Officer or delegate.

The Master Price Book has been removed from this informational copy of the amendment to the master agreement. Please refer to your individual Participating Addendum price book for pricing.

Account Name: NASPO ValuePoint
Account Numbers: Multiple
Quote Date: 5/19/2017 Upd 8-15-18 Upd 3-22-19 Upd 3-27-20
Effective Dates: 10/12/2017 End Date: Per terms of Master Agreement
Price Group: TC00032832/SL
Discount: 15% off list on all items listed below.

ITEM	PRODUCT NAME	DESCRIPTION	MACHINE SERIES	List Price on 5-19-17	Discount %	Discounted Contract Price
Postage Meter Ink & Accessories						
Ink Cartridges						
793-5	Red Postal Ink Cartridge	1 per box; Up to 3,000 impressions (no envelope ad)	DM100i, DM125, DM200L, DM225, SendPro 300	\$ 99.99	15%	\$ 84.99
765-3	Red Postal Ink Cartridge	1 per box; Up to 8,000 impressions (no envelope ad)	DM200i, DM300i, DM300L, DM400i, DM400L	\$ 159.99	15%	\$ 135.99
765-9	Red Post Ink Cartridge	1 per box; Up to 8,000 impressions (no envelope ad)	DM300c, DM400c, DM450c, DM475c	\$ 139.99	15%	\$ 118.99
772-1	DM Infinity Black Postal Ink Cartridge	1 per box; Up to 580,000 impressions per cartridge (small indicia), Up to 220,000 impressions per cartridge (large indicia)	DM Infinity	\$ 205.25	15%	\$ 174.46
772-2	DM Infinity Black Postal Ink Cartridge	2 per box - Up to 580,000 impressions per cartridge (small indicia), Up to 220,000 impressions per cartridge (large indicia)	DM Infinity	\$ 389.99	15%	\$ 331.49
797-0	Red Postal Ink Cartridge	1 per box; Up to 440-880 impressions or 3-4 months	mailstation	\$ 69.99	15%	\$ 59.49
797-M	Red Postal Ink Cartridge	1 per box; Up to 440-880 impressions or 3-4 months	mailstation 2	\$ 69.99	15%	\$ 59.49
787-0	Red Postal Ink Cartridge (Standard)	1 per box; Up to 8,000 impressions (no ad); Recommended when processing 5,000 or fewer mailpieces per month	SendPro™ P & Connect+® Series	\$ 129.99	15%	\$ 110.49
787-8	Red Postal Ink Cartridge (Large)	1 per box; Up to 18,000 impressions (no ad); recommended for between 5,000 and 10,000 mailpieces per month	SendPro™ P & Connect+® Series	\$ 189.99	15%	\$ 161.49
787-1	Red Postal Ink Cartridge (Production)	1 per box; Up to 60,000 impressions (no ad); Recommended when processing more than 10,000 mailpieces per month	SendPro™ P & Connect+® Series	\$ 289.99	15%	\$ 246.49
787-3	Black Ink Cartridge (Standard)	1 per box	SendPro™ P & Connect+® Series	\$ 99.99	15%	\$ 84.99
78P-K	Black Ink Cartridge (Production)	1 per box	SendPro™ P & Connect+® Series	\$ 189.99	15%	\$ 161.49
787-D	Cyan Ink Cartridge (Standard)	1 per box	SendPro™ P & Connect+® Series	\$ 69.99	15%	\$ 59.49
787-E	Magenta Ink Cartridge (Standard)	1 per box	SendPro™ P & Connect+® Series	\$ 69.99	15%	\$ 59.49
787-F	Yellow Ink Cartridge (Standard)	1 per box	SendPro™ P & Connect+® Series	\$ 69.99	15%	\$ 59.49
78P-Z	Color Graphics Ink Bundle	1 each Black (787-3), Cyan (787-D), Magenta (787-E), Yellow (787-F) Ink Cartridges	SendPro™ P & Connect+® Series	\$ 321.96	15%	\$273.67
SL-798-0	Red Postal Ink Cartridge	1 per box; Up to 1,500 impressions (no envelope ad)	SendPro® C Series	\$ 59.99	15%	\$ 50.99
Print Heads & Accessories						
51A-P	Ink Waste Replacement Kit	1 per box;	DM300c, DM400c, DM450c, DM475c	\$ 22.99	15%	\$ 19.54
787-G	Cyan/Magenta Print Head	1 per box	SendPro™ P & Connect+® Series	\$ 119.99	15%	\$ 101.99
787-H	Yellow/Black Print Head	1 per box	SendPro™ P & Connect+® Series	\$ 119.99	15%	\$ 101.99
78P-B	Black Print Head	1 per box	SendPro™ P & Connect+® Series	\$ 119.99	15%	\$ 101.99
78P-R	Red Print Head	1 per box	SendPro™ P & Connect+® Series	\$ 119.99	15%	\$ 101.99
Connectivity						
SL-US1	SmartLink™:	Enables you to connect your mailstation, mailstation2, DM100i or DM200L postage meter to the Pitney Bowes Commerce Cloud through your existing internet connection. With SmartLink™, you can access innovative tools and proven solutions, designed to help you save time and money. SmartLink™ connects to your LAN (Local Area Network) via an ethernet cable or WiFi.	mailstation, mailstation2, DM100i or DM200L	\$ -	NA	\$-

PostageTape - Plain						
Plain						
612-9	Plain Tape Sheets	25 double sheets; Up to 50 labels	DM100i, DM125, DM200L, DM225 mailstation series, SendPro 300	\$ 39.99	15%	\$ 33.99
620-9	Plain Tape Sheets	150 double sheets; Up to 300 labels	DM100i, DM125, DM200L, DM225 mailstation series, SendPro 300	\$ 69.99	15%	\$ 59.49
625-0	Plain Tape Strips	300 strips; Up to 600 labels	DM300, DM300c, DM300i, DM300L, DM400, DM400c, DM400i, DM400L, DM450c, DM475	\$ 69.99	15%	\$ 59.49
610-R	Gummed Postage Tape Rolls;	6 rolls per box; Up to 1,170 tapes/roll (no envelope ad)	SendPro™ P & Connect+® Series	\$ 109.99	15%	\$ 93.49
613-H	Self-adhesive Postage Tape Rolls	3 rolls per box; Up to 722 tapes/roll (no envelope ad)	SendPro™ P & Connect+® Series	\$ 139.99	15%	\$ 118.99
United We Stand						
613-8	United We Stand Tape Sheets	150 double sheets; Up to 300 labels	DM100i, DM125, DM200L, DM225 mailstation series, SendPro 300	\$ 79.99	15%	\$ 67.99
613-9	United We Stand Tape Sheets	25 double sheets; Up to 50 labels	DM100i, DM125, DM200L, DM225 mailstation series, SendPro 300	\$ 39.99	15%	\$ 33.99
613-3	United We Stand Tape Sheets - 300 labels	300 labels	DM300, DM300c, DM300i, DM300L, DM400, DM400c, DM400i, DM400L, DM450c, DM475	\$ 79.99	15%	\$ 67.99
E-Z Seal® Sealing Solution & Accessories						
Sealing Solution						
601-0	Pint Bottles	Four 16 oz. bottles/box	All machine series	\$ 79.99	15%	\$ 67.99
601-7	Dabber Bottle	One 4 oz. bottle	All machine series	\$ 19.99	15%	\$ 16.99
601-9	Flip Top Bottles	Four 4 oz bottles/box	All machine series	\$ 29.99	15%	\$ 25.49
605-0	5 Gallon Cubetainer		All machine series	\$ 119.99	15%	\$ 101.99
607-0	50 Gallon Drum (no pump)		All machine series	\$ 699.99	15%	\$ 594.99
608-0	Half Gallon Bottles	Four 64 oz bottles/box	All machine series	\$ 89.99	15%	\$ 76.49
Sealing Accessories						
621-8	Moistener Brush & Wick Assembly	Includes wick, shield and brush assembly	DM200, DM300, DM300i, DM300L	\$ 26.99	15%	\$ 22.94
770-T	Moistener Replacement Kit	Includes wick, shield and brush assembly	DM400c	\$ 14.99	15%	\$ 12.74
946-1	Moistener Replacement Kit	Includes wick, shield and brush assembly	DM100i, DM125, DM300c	\$ 19.99	15%	\$ 16.99
79P-W	Ink Waste Kit	1 kit per box; - Contains Ink Pad, Plastic Tray, Install Instructions, Polyethylene Bag & Latex Disposable Gloves	SendPro™ P & Connect+® Series	\$ 31.99	15%	\$ 27.19
2F3-E	Moistener Replacement Kit	Includes wick, stripper blade and instructions	Connect+ 500W, Connect+ 1000, Connect+ 2000, SendPro P1000, SendPro P1500, SendPro P2000	\$ 19.99	15%	\$ 16.99
2F3-F	Moistener Replacement Kit	Includes wick, stripper blade and instructions	Connect+ 3000, SendPro P3000	\$ 29.99	15%	\$ 25.49
Cleaning Kits						
902-L	Touchscreen Equipment Maintenance Kit	Includes (1) 30-count Softpack Surface & Screen Cleaner Wipes, (12) Wet InKleens Hand Towlettes, (15) Dry, Eco-friendly Wipes, (10) Pairs of Disposable Gloves	SendPro™ P & Connect+™ Series	\$ 22.99	15%	\$ 19.54

Document Printer Supplies						
DP40 Supplies						
43D-0	Fuser Unit	1 per box; Up to 100,000 pages	DP40S	\$ 306.99	15%	\$ 260.94
43D-1	Black Toner Cartridge	1 per box; Up to 15,000 pages @ 5% coverage	DP40S	\$ 110.99	15%	\$ 94.34
43D-2	Cyan Toner Cartridge	1 per box; Up to 15,000 pages @ 5% coverage	DP40S	\$ 301.99	15%	\$ 256.69
43D-3	Magenta Toner Cartridge	1 per box; Up to 15,000 pages @ 5% coverage	DP40S	\$ 301.99	15%	\$ 256.69
43D-4	Yellow Toner Cartridge	1 per box; Up to 15,000 pages @ 5% coverage	DP40S	\$ 301.99	15%	\$ 256.69
43D-5	Black Drum Unit	1 per box; Up to 42,000 pages @ 5% coverage	DP40S	\$ 166.99	15%	\$ 141.94
43D-6	Cyan Drum Unit	1 per box; Up to 42,000 pages @ 5% coverage	DP40S	\$ 201.99	15%	\$ 171.69
43D-7	Magenta Drum Unit	1 per box; Up to 42,000 pages @ 5% coverage	DP40S	\$ 201.99	15%	\$ 171.69
43D-8	Yellow Drum Unit	1 per box; Up to 42,000 pages @ 5% coverage	DP40S	\$ 201.99	15%	\$ 171.69
43D-9	Transfer Belt	1 per box; Up to 100,000 pages	DP40S	\$ 260.99	15%	\$ 221.84
43D-A	Waste Toner Box	1 per box; Up to 30,000 pages @ 5% coverage	DP40S	\$ 25.99	15%	\$ 22.09
43D-E	110V Heavy Duty Envelope Fuser Unit	1 per box;	DP40S	\$ 406.99	15%	\$ 345.94
43D-F	110V Special Envelope Fuser Unit	1 per box;	DP40S	\$ 360.99	15%	\$ 306.84
Document Printer Supplies - Cont'd						
DP50 Supplies						
43E-1	Black Toner Cartridge	1 per box; Up to 20,000 pages @ 5% coverage	DP50	\$ 70.99	15%	\$ 60.34
43E-2	Cyan Toner Cartridge	1 per box; Up to 15,000 pages @ 5% coverage	DP50	\$ 140.99	15%	\$ 119.84
43E-3	Magenta Toner Cartridge	1 per box; Up to 15,000 pages @ 5% coverage	DP50	\$ 140.99	15%	\$ 119.84
43E-4	Yellow Toner Cartridge	1 per box; Up to 15,000 pages @ 5% coverage	DP50	\$ 140.99	15%	\$ 119.84
43E-5	Black Drum Unit	1 per box; Up to 100,000 pages @ 5% coverage	DP50	\$ 210.99	15%	\$ 179.34
43E-6	Cyan Drum Unit	1 per box; Up to 100,000 pages @ 5% coverage	DP50	\$ 210.99	15%	\$ 179.34
43E-7	Magenta Drum Unit	1 per box; Up to 100,000 pages @ 5% coverage	DP50	\$ 210.99	15%	\$ 179.34
43E-8	Yellow Drum Unit	1 per box; Up to 100,000 pages @ 5% coverage	DP50	\$ 210.99	15%	\$ 179.34
43E-9	Transfer Belt	1 per box; Up to 160,000 pages	DP50	\$ 310.99	15%	\$ 264.34
43E-A	Waste Toner Bottle	1 per box; Up to 40,000 pages @ 5% coverage	DP50	\$ 44.99	15%	\$ 38.24
43E-F	110V Fuser Unit	1 per box; Up to 140,000 pages	DP50	\$ 410.99	15%	\$ 349.34
Riso Supplies						
41R-0	Riso S-4670 Black Ink Cartridge	1 per box; Up to 71,429 pages	HC5500 (WP9E)	\$ 410.99	15%	\$ 349.34
41R-1	Riso S-4671 Cyan Black Ink Cartridge	1 per box; Up to 71,429 pages	HC5500 (WP9E)	\$ 496.99	15%	\$ 422.44
41R-2	Riso S-4672 Magenta Ink Cartridge	1 per box; Up to 71,429 pages	HC5500 (WP9E)	\$ 496.99	15%	\$ 422.44
41R-3	Riso S-4673 Yellow Ink Cartridge	1 per box; Up to 71,429 pages	HC5500 (WP9E)	\$ 496.99	15%	\$ 422.44
41R-7	Riso S-4129G Staples	3 cartridges per box; 5,000 staples per cartridge	For HC5500, ComColor 3010, ComColor 7010, ComColor 9050	\$ 95.00	15%	\$ 80.75
41R-8	Riso S-4130G Staples	4 cartridges per box; 5,000 staples per cartridge	For HC5500, ComColor 3010, ComColor 7010, ComColor 9050	\$ 120.00	15%	\$ 102.00
41R-F	Riso S6303G Yellow Ink Cartridge	1 per box; Up to 130,000 pages letter style; Up to 123,000 pages ledger style	ComColor 3010, ComColor 7010, ComColor 9050	\$ 586.99	15%	\$ 498.94
41R-G	Riso S6302G Magenta Ink Cartridge	1 per box; Up to 130,000 pages letter style; Up to 123,000 pages ledger style	ComColor 3010, ComColor 7010, ComColor 9050	\$ 586.99	15%	\$ 498.94
41R-H	Riso S6301G Cyan Ink Cartridge	1 per box; Up to 130,000 pages letter style; Up to 123,000 pages ledger style	ComColor 3010, ComColor 7010, ComColor 9050	\$ 586.99	15%	\$ 498.94
41R-J	Riso S6300G Black Ink Cartridge	1 per box; Up to 120,000 pages letter style; Up to 100,000 pages ledger style	ComColor 3010, ComColor 7010, ComColor 9050	\$ 536.99	15%	\$ 456.44
41R-R	Riso S6701G Black Ink Cartridge	1 per box; Up to 78,000 pages based on monochrome printing; Up to 94,250 pages based on all 4 inks when printing in color	ComColor 3110, 3150, 7110, 7150, 9150	\$ 536.99	15%	\$ 456.44
41R-S	Riso S6702G Cyan Ink Cartridge	Up to 94,250 pages based on all 4 inks when printing in color	ComColor 3110, 3150, 7110, 7150, 9150	\$ 536.99	15%	\$ 456.44
41R-T	Riso S6703G Magenta Ink Cartridge	Up to 94,250 pages based on all 4 inks when printing in color	ComColor 3110, 3150, 7110, 7150, 9150	\$ 536.99	15%	\$ 456.44
41R-U	Riso S6704G Yellow Ink Cartridge	Up to 94,250 pages based on all 4 inks when printing in color	ComColor 3110, 3150, 7110, 7150, 9150	\$ 536.99	15%	\$ 456.44
41R-6	Riso S-6685 Face Down Offset Staples	1 cartridge per box; 5,000 staples per cartridge	ComColor 3110, 3150, 7110, 7150, 9150	\$ 95.00	15%	\$ 80.75

Riso Supplies (con't)						
SL-S-7250UA	Riso S-7250UA Black Ink Cartridge	1 cartridge per box;	ComColor FW 5000, FW 5230, FW 5231; Pitney Bowes WPYT, WPYQ, WPYK	\$ 525.00	15%	\$ 446.25
SL-S-7251UA	Riso S-7251UA Cyan Ink Cartridge	1 cartridge per box;	ComColor FW 5000, FW 5230, FW 5231; Pitney Bowes WPYT, WPYQ, WPYK	\$ 525.00	15%	\$ 446.25
SL-S-7252UA	Riso S-7252UA Magenta Ink Cartridge	1 cartridge per box;	ComColor FW 5000, FW 5230, FW 5231; Pitney Bowes WPYT, WPYQ, WPYK	\$ 525.00	15%	\$ 446.25
SL-S-7253UA	Riso S-7253UA Yellow Ink Cartridge	1 cartridge per box;	ComColor FW 5000, FW 5230, FW 5231; Pitney Bowes WPYT, WPYQ, WPYK	\$ 525.00	15%	\$ 446.25
SL-S-7280UA	Riso S-7280UA Black Ink Cartridge	1 cartridge per box; Up to 91,200 pages	ComColor GD7330, GD9630; Pitney Bowes WPCZ, WPZB	\$ 525.00	15%	\$ 446.25
SL-S-7281UA	Riso S-7281UA Cyan Ink Cartridge	1 cartridge per box; Up to 143,858 pages	ComColor GD7330, GD9630; Pitney Bowes WPCZ, WPZB	\$ 525.00	15%	\$ 446.25
SL-S-7282UA	Riso S-7282UA Magenta Ink Cartridge	1 cartridge per box; Up to 143,858 pages	ComColor GD7330, GD9630; Pitney Bowes WPCZ, WPZB	\$ 525.00	15%	\$ 446.25
SL-S-7283UA	Riso S-7283UA Yellow Ink Cartridge	1 cartridge per box; Up to 143,858 pages	ComColor GD7330, GD9630; Pitney Bowes WPCZ, WPZB	\$ 525.00	15%	\$ 446.25
SL-S-7284UA	Riso S-7284UA Gray Ink Cartridge	1 cartridge per box; Up to 143,858 pages	ComColor GD7330, GD9630; Pitney Bowes WPCZ, WPZB	\$ 525.00	15%	\$ 446.25
SendPro™ & pbSmartPostage Supplies						
6W2-3	White Internet Shipping Labels with TrueBlock™ Technology for Inkjet Printers	5.5" x 8.5" labels; 25 sheets/2 labels each; 50 labels per box	SendPro™, pbSmartPostage, inkjet printers	\$ 12.99	15%	\$ 11.04
6W2-4	White Internet Shipping Labels with TrueBlock™ Technology for Laser Printers	5.5" x 8.5" labels; 100 sheets/2 labels each; 200 labels per box	SendPro™, pbSmartPostage, laser printers	\$ 39.99	15%	\$ 33.99
6WB-A	Data Max-pbSmartPostage 4" Continuous Shipping Labels	1 roll per box; 260 self stick, adhesive labels per roll	SendPro™, pbSmartPostage, 6WB-P E-4204 Thermal Label Printer	\$ 19.49	15%	\$ 16.57
6WB-F	4" x 6" Die Cut Shipping Labels	1 roll per box; 300 labels per roll	SendPro™, pbSmartPostage, 6WB-P E-4204 Thermal Label Printer	\$ 29.95	15%	\$ 25.46
6WB-K	5.5" x 8.5" White Adhesive Labels	25 sheets of 2 labels each; 50 labels per box	SendPro™, pbSmartPostage, inkjet printers	\$ 9.99	15%	\$ 8.49
2F3-P	DK1241 4" x 6" Shipping Labels	1 roll per box; 200 labels per roll	QL1050, 1E28 Label Printer	\$ 29.95	15%	\$ 25.46
				Quantity 1 - 49		
SL-SPM01	SendPro® Printable Postage Sheets	5 sheets of 25 labels each; 125 labels	Standard desktop inkjet and laser printers	\$ 4.49	15%	\$ 3.82
				Quantity 50 or more		
SL-SPM01	SendPro® Printable Postage Sheets	5 sheets of 25 labels each; 125 labels	Standard desktop inkjet and laser printers	\$ 4.49	20%	\$ 3.59
SL-SPM02	SendPro® Postage Roll for Stamp Printing	1 roll per box; 1,000 stamps	6WB-M, QL700, SPM3, SL-SPM8, QL800	\$ 39.99	15%	\$ 33.99
SendSuite Shipping Labels						
674-0	4" Continuous Direct Thermal Labels	3 rolls per box; 6,000" per roll	J693, J696	\$ 239.99	15%	\$ 203.99
674-8	4" x 6" Die Cut Direct Thermal Labels	3 rolls per box; 985 labels per roll	J693, J696	\$ 234.99	15%	\$ 199.74
674-9	4" x 3" Die Cut Direct Thermal Labels	4 rolls per box; 1,925 labels per roll	J693, J696	\$ 212.99	15%	\$ 181.04
678-0	4" Continuous Thermal Transfer Labels	3 rolls of labels (6,000" per roll) & 1 transfer ribbon per box;	J693, J696	\$ 259.99	15%	\$ 220.99
678-5	4" x 6" Die Cut Thermal Transfer Labels	3 rolls of labels (985 labels per roll) & 1 transfer ribbon per box;	J693, J696	\$ 247.99	15%	\$ 210.79
678-8	4" x 2.5" Die Cut Thermal Transfer Labels	3 rolls of labels (2,300 labels per roll) & 1 transfer ribbon per box;	J693, J696	\$ 234.99	15%	\$ 199.74
745-0	4" Continuous Direct Thermal Labels	4 rolls per box; 1,800" per roll	J645, 1E03, 1E23, 1E26	\$ 139.99	15%	\$ 118.99
745-1	4" x 6" Die Cut Direct Thermal Labels	6 rolls per box; 300 labels per roll	J645, 1E03, 1E23, 1E26	\$ 150.99	15%	\$ 128.34
745-2	4" x 3" Die Cut Direct Thermal Labels	4 rolls per box; 600 labels per roll	J645, 1E03, 1E23, 1E26	\$ 139.99	15%	\$ 118.99
745-4	2" x 4" Die Cut Direct Thermal Labels	6 rolls per box; 450 labels per roll	J645, 1E03, 1E23, 1E26	\$ 96.99	15%	\$ 82.44
745-5	2.1" x 1.5" Die Cut Direct Thermal Labels	2 rolls per box; 1,150 labels per roll	J645, 1E03, 1E23, 1E26	\$ 50.99	15%	\$ 43.34
<p>Save time & take advantage of the new functionality and customized tools in Your Account by ordering online at: www.pb.com/supplies</p>						

Attachment D

AUTHORIZED DEALERS/PARTNERS/SALES AND SERVICE PROVIDER LIST

Contractors shall provide a list of Authorized Dealers/Partners/Sales and Service Provider (Dealer) authorized to represent them per the Terms and Conditions of this RFP by State. It is the Manufacturer's responsibility to ensure complete coverage of service throughout all States they are proposing. Manufacturer may copy and paste or delete the blank template below to add additional Authorized Dealers/Partners/Sales and Service providers per State.

State:

Partner: **Advanced Mailing and Shipping Technologies**

DealerAddress:2346 Market St Wheeling, **WV** 26003

Single Point of Contact: Kenneth J Kasznel

Title: President

Phone Number: 412-352-4008

Email Address: k.kasznel@amasti.com

Web Address (if applicable)

Geographic area of coverage in each state for each dealer: PA-Washington, Allegheny, Green, Beaver, Butler, Fayette, Westmoreland, Indiana, Armstrong WV – Hancock, Brooke, Ohio, Marshall, Wetzel, Marion, Harrison, Monongalia, Wood, Ohio – Jefferson, Harrison, Belmont, Guernsey

Partner: **Independent Mailing Systems** DealerAddress:208 N. Front St. Warsaw, **NC** 28398 Single Point of

Contact: Jerry Sheffield

Title: President

Phone Number: (910) 293-2195

Email Address: jerrysheffield@hotmail.com

Web Address (if applicable)

Geographic area of coverage in each state for each dealer: NC: Currituck, Camden, Gates, Harford, Pasquatank, N. Hampton, Warren, Vance, Franklin, Halifax, Bertie, Tyrrell, Washington, Martiri, Edgecombe, Nash, Hyde, Beaufort, Pitt, Greene, Wilson, Wayne, Lenior, Craven, Pamlico, Carteret, Onslow, Jones, Duplin, Sampson, Cumberland, Harnett, Morre, Hoke, Scotland, Robeson, Bladen, Pender, New Hanover, Brunswick, Pequlmans, Chowan, Columbus SC: Chesterfield, Darington, Florence, Marion, Horry, Dillon, Marboro, George

Partner: **First Choice Systems & Solutions, Inc.** DealerAddress:16 Luzerne Ave, Suite 145 West Pittston, **PA** 18643

Single Point of Contact: Chris Martin Title: President

Phone Number: 570-362-8084

Email Address: chris@firstchoicepb.com

Web Address (if applicable)

Geographic area of coverage in each state for each dealer: PA Bradford, Carbon, Clinton, Columbia, Lackawanna, Luzerne, Lycoming, Monroe, Montour, Northumberland, Pike, Schuylkill, Snyder, Sullivan, Susquehanna, Union, Wayne, Wyoming

Partner: **Northeast Mailing Systems, LLC** DealerAddress:26 Bank St. Lebanon, **NH** 03766 Single Point of

Contact: Bill Babineau

Title: President

Phone Number: 866-330-3935

Email Address: info@northeastmailing.com

Web Address (if applicable)

Geographic area of coverage in each state for each dealer: NH: Belknap, Carroll, Cheshire, Coos, Grafton, Hillsborough, Merrimack, Rockingham, Strafford, Sullivan, Clinton VT: Addison, Bennington, Caledonia, Chittenden, Essex, Franklin, Orange, Washington, Windham, Windsor

Partner: **Unison Business Solutions**

DealerAddress:400 E. Joppa Road Ste. 100 Towson, **MD** 21286

Single Point of Contact: Shawn Shannon Title: President

Phone Number: 443-463-3378

Email Address: shawnshannon3@gmail.com

Web Address (if applicable)

Geographic area of coverage in each state for each dealer: Anne Arundel, Baltimore, Baltimore City, Caroline, Carroll, Cecil, Dorchester, Frederick, Harford, Howard, Kent, Queen Annes, Somerset, Talbot, Washington, Wicomico, Worcester

Attachment D

Partner: **Dakota Mailing Inc.**

Dealer Address: 4141 38th St. Suite 1A Fargo, **ND** 58104

Single Point of Contact: Adam Berge

Title: President

Phone Number: 701-451-0663

Email Address: adamb@dakotamailing.com

Web Address www.dakotamailing.com

Geographic area of coverage in each state for each dealer: **ND:** Barnes, Benson, Burleigh, Cass, Cavalier, Dickey, Eddy, Emmons, Foster, Grand Forks, Griggs, Kidder, La Moure, Logan, McIntosh, Morton, Mountrail, Nelson, Oliver, Pembina, Pierce, Ramsey, Ransom, Richland, Rolette, Sargent, Steele, Stutsman, Towner, Traill, Walsh, Wells **SD:** Beadle, Brookings, Brown, Clark, Codington, Day, Hamlin, Kingsbury, Mashall, Roberts, Spink **MN:** Becker, Beltrami, Bigstone, Cass, Chippewa, Clay, Clearwater, Crow Wing, Douglas, Grant, Griggs, Hubbard, Itasca, Kankiyohi, Kittson, Koochiching, Lac Qui Parle, Lake of the Woods, Lincoln, Lyon, Mahnomen, Marsall, Meeker, Morrison, Norman, Otter Tail, Pennington, Polk, Pope, Red Lake, Redwood, Renville, Roseau, Steam, Stevens, Swift, Todd, Traverse, Wadena, Wilken, Yellow Medicine

Partner-**SEMA Inc. DBA: Cell Business Equipment**

Dealer address-4 Mason #A, Irvine, **CA** 92618

Single point of contact-Tarek Hafiz

Title-CEO

Phone number-949-830-1400

Email Address: thafiz@cbesolutions.com

Web address:

Geographic area of coverage in each state for each dealer:

California Counties: Los Angeles, Orange, Riverside, San Bernardino, Ventura.

Partner: **Pacific Mailing & Shipping Systems, Inc.**

DealerAddress:15820 SE 114th Ave Clackamas, **OR** 97015

Single Point of Contact: Troy Wilson

Title: President

Phone Number: 503-4964202

Email Address: troy@pacmail.com

Web Address (if applicable)

Geographic area of coverage in each state for each dealer: **Oregon:** Clackamas, Clatsop, Columbia, Hood River, Jefferson, Linn, Marion, Multnomah, Tillamook, Washington, Yamhill **Washington:** Lewis, Skamania, Cowlitz, Clark

Partner: **Kelley Imaging Systems, Inc**

DealerAddress:8725 S. 212th Street Kent, **WA** 98031

Single Point of Contact: Terry Boyle

Title: Vice- President

Phone Number: 206-284-9100

Email Address: terry.boyle@kelleymailing.com

Web Address (if applicable)

Geographic area of coverage in each state for each dealer: **WA:** Benton, Clark, Cowlitz, Franklin, Lewis, King, Kittitas, Pierce, Skagit, Skamania, Snohomish, Thurston, Whatcom, Yakima, **OR:** Clackamas, Clatsop, Columbia, Hood, River, Jefferson, Linn, Marion, Multnomah, Tilamook, Washington, Yamil, All of the state of **Montana,**

Partner: **On Demand, Inc.**

DealerAddress:2650 Fountain View Dr. Houston, **TX** 77057

Single Point of Contact: Michael Gray

Title: President

Phone Number: 832-333-3000

Email Address: mgray@ondemandhouston.com

Web Address (if applicable)

Geographic area of coverage in each state for each dealer: Austin, Brazoria, Brazos, Burleson, Chambers, Colorado, Fayette, Fort Bend, Galveston, Grimes, Hardin, Harris, Jefferson, Lee, Liberty, Maragorda, Montgomery, Polk, San Jacino, Walker, Waller, Washington, Wharton

Attachment D

Partner: **Laser Resources LLC**

DealerAddress:4265 109th St. Urbandale, IA 50322

Single Point of Contact: Robert Lashier

Title: President

Phone Number: 515-278-4050

Email Address: bob@laserresources.com

Web Address (if applicable)

Geographic area of coverage in each state for each dealer: Adair, Benton, Blackhawk, Boone, Cedar, Cerro Gorgo, Carroll, Dallas, Franklin, Greene, Grundy, Guthrie, Hamilton, Hardin, Hancock, Iowa, Jasper, Johnson, Linn, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Scott, Story, Tama, Warren, Webster, Wright

Partner: **Texas Office Systems, Inc**

DealerAddress:1080 Industrial Blvd. Hewitt, TX 76643

Single Point of Contact: Cynthia Farmer

Title: President

Phone Number: 254-666-2592

Email Address: cynthiafarmer@aol.com

Web Address (if applicable) None

Geographic area of coverage in each state for each dealer: Aransas, Atascosa, Bee, Bell, Bosque, Brooks, Brazens, Brown, Burleson, Burnet, Calhoun, Camerson, Coleman, Coryell, Dewitt, Dimmit, Duval, Erath, Falls, Freestone, Frio, Goliad, Hamilton, Hill, Hidalgo, Jim Hogg, Jim Wells, Karner Kennedy, Kleeberg, La Salle, Lavaca, Lampasas, Lee, Leon, Limestone, Live Oak, Llano, Madison, Maverick, McLennan, McMullen, Milam, Mills, Navarro, Nueces, Refugio, Robertson, San Patricio, SanSaba, Star, Victoris, Williamson, Webb, Willacy, Zapata, Zavalla

Partner: **Advantage Business Systems**

DealerAddress:5442 Executive Place Jackson, MS 39206

Single Point of Contact: John Scott Day

Title: President

Phone Number: 601-362-9192

Email Address: sday@absms.com

Web Address (if applicable)

Geographic area of coverage in each state for each dealer: Adams, Amite, Attala, Bolivar, Calhoun, Carroll, Leflore, Lincoln, Kemper, Lee, Lowndes, Madison, Marion, Monroe, Chickasaw, Montgomery, Choctaw, Neshoba, Claiborne, Newton, Clarke, Noxubee, Clay, Oktibbeha, Coahoma, Panola, Copiah, Pike, Covington, Pontotoc, Forrest, Quitman, Franklin, Rankin, Grenada, Scott, Hinds, Sharkey, Holmes, Simpson, Humphreys, Smith, Issaquena, Sunflower, Itawamba, Tallahatchie, Jasper, Union, Jefferson, Warren, Jefferson, Davis, Washington, Jones, Wayne, Lafayette, Webster, Lamar, Wilkinson, Lauderdale, Winston, Lawrence, Yalobusha, Leake, Yazoo

Partner: **Arkansas Mailing Services Inc**

DealerAddress:3123 Newman Dr North Little Rock, AR 72117

Single Point of Contact: Doug Jones

Title: President

Phone Number: 501-375-4816

Email Address: dougjones@armailing.com

Web Address (if applicable)

Geographic area of coverage in each state for each dealer: Arkansas, Ashley, Baxter, Benton, Boone, Bradley, Calhoun, Carroll, Chicot, Clark, Clay, Cleburne, Cleveland, Columbia, Conway, Craighead, Crawford, Crittenden, Cross, Dallas, Desha, Drew, Faulkner, Franklin, Fulton, Garland, Grant, Greene, Hempstead, Hot Spring, Howard, Independence, IZard, Jackson, Jefferson, Lawrence, Lee, Lincoln, Little River, Logan, Lonoke, Madison, Marion, Miller, Mississippi, Monroe, Montgomery, Nevada, Newton, Ouachita, Perry, Phillips, Pike, Poinsett, Polk, Pope, Prairie, Pulaski, Randolph, Saline, Scott, Searcy, Sebastian, Sevier, Sharp, St. Francis, Stone, Union, Van Buren, Washington, Yell

Partner: **Louisiana Mailing and Copy Systems**

DealerAddress:3625 Florida Avenue Kenner, LA 70065

Single Point of Contact: Earl Tice

Title: President

Phone Number: (504) 466-2011 Email Address: ectice@bellsouth.net

Web Address (if applicable)

Geographic area of coverage in each state for each dealer: Jefferson, Lafourche, Livingston, Orleans, Saint Bernard, Saint Charles, Saint John The Baptist, Saint Tammany, Tangipahoa, Terrebonn

Attachment D

Partner: **Pinnacle Mailing Products**

DealerAddress:7701 West Kilgore Avenue, Suite #5, Yorktown, **IN** 47396

Single Point of Contact: Kim Laffoon

Title: Vice-President Sales

Phone Number: 800-241-3724

Email Address: kimlaffoon@pinnaclemailing.com

Web Address (if applicable)

Geographic area of coverage in each state for each dealer: Adams, Bartholomew, Benton, Blackford, Boone, Brown, Carroll, Cass, Clark, Clay, Clinton, Dearborn, Decatur, Delaware, Fayette, Floyd, Fountain, Franklin, Grant, Greene,Hamilton,Hancock, Hendricks, Henry, Howard, Huntington, Jackson, Jay, Jefferson, Jennings, Johnson, Lawrence, Madison, Marion, Miami, Monroe, Montgomery, Morgan, Ohio, Orange, Owen, Parke, Putnam, Randolph, Ripley, Rush, Scott, Shelby, Sullivan, Switzerland, Tippecanoe, Tipton, Union, Vermillion, Vigo, Wabash, Warren, Washington, Wayne, Wells, White

Partner: **Universal Business Products**

DealerAddress:5326 W Crenshaw Tampa, **FL** 33634

Single Point of Contact: Marc Morgan

Title: President

Phone Number: 813-290-9206

Email Address: mmorgan@ubsmailing.com

Web Address (if applicable)

Geographic area of coverage in each state for each dealer: Brevard, Charlotte, Citrus, Collier, DeSoto, Glades, Hardee, Hendry, Hernando, Highlands, Hillsborough, Lake, Lee, Manatee, Monroe, Okeechobee, Orange, Osceola, Pasco, Pinellas, Polk, Sarasota, Semiole, Sumter, Volusia

Partner: **Sumner Group dba Image Technologies of Missouri**

DealerAddress:6701 Stephens Station Rd Columbia, **MO** 65202

Single Point of Contact: Wayne Rueger

Title: President

Phone Number: 573-499-5300

Email Address: wrueger@imagetechmo.com

Web Address (if applicable)

Geographic area of coverage in each state for each dealer: Adair, Audrain, Benton, Boone, Camden, Callaway, Chariton, Cole, Cooper, Howard, Linn, Macon, Maries, Miller, Moniteau, Monroe, Montgomery, Morgan, Osage, Pettis, Pulaski, Randolph, Saline

Partner: **Hilliard Office Solutions**

DealerAddress:3001 West Loop 250 North Midland, **TX** 79705

Single Point of Contact: Brent Hillard

Title: President

Phone Number: 432-617-4677 Email Address: hilliard@mambo.com

Web Address (if applicable) www.hilliardos.com

Geographic area of coverage in each state for each dealer: Texas: Midland, Abilene, Dallas, Forth Worth, Lubbock and surrounding areas.

Partner: **Artic Office**

DealerAddress:100 Fireweed Lane Anchorage, **AK** 99503

Single Point of Contact: Bill Borchardt

Title: President

Phone Number: 907-792-1212

Email Address: bborchardt@arcticoffice.com

Web Address (if applicable) www.arcticoffice.com

Geographic area of coverage in each state for each dealer: State of Alaska

Partner: **STR Business Solutions**

DealerAddress:6636 Hamilton Boulevard Allentown, **PA** 18106

Single Point of Contact: Mark Gaston

Title: President

Phone Number: 484-359-9594

Email Address: mgaston@gmail.com

Web Address (if applicable) www.strbusiness.com

Geographic area of coverage in each state for each dealer: **PA**: Berks, Lehigh, Northampton, Montgomery, Chester

NJ: Hunterdon, Warren

Attachment D

Partner: **CRI Digital**

DealerAddress:4800 Evanswood DR Columbus, **OH** 43229

Single Point of Contact: Scott DiFrancesco

Title: President

Phone Number: 614-268-6646

Email Address: scott@cridigital.net

Web Address (if applicable)

Geographic area of coverage in each state for each dealer: **OH**: Athens, Champaign, Delaware, Fairfield, Franklin, Hardin, Hocking, Knox, Licking, Logan, Madison, Marion, Miami, Morrow, Muskingum, Pickaway, Ross, Union

Partner: **DSC Office Systems**

DealerAddress:10270 Alliance Road Blue Ash, **OH** 45242

Single Point of Contact: Bernie Reagan

Title: President

Phone Number: 513-821-1199

Email Address: BReagan@dscoffice.com

Web Address (if applicable) <http://www.dscoffice.com>

Geographic area of coverage in each state for each dealer: **OH**: Brown, Clermont, Clinton, Hamilton, Warren KY: Campbell, Grant, Kenton, Boone, Pendleton, Bracken **IN**: Dearborn, Ohio, Switzerland

Partner: **NVR Solutions**

DealerAddress:600 West Las Olas Blvd., Unit 1208S Ft. Lauderdale, **FL** 33312

Single Point of Contact: Ira Wernikoff

Title: President

Phone Number: 954-389-2433

Email Address: ira@artofsending.com

Web Address (if applicable)

Geographic area of coverage in each state for each dealer:

Florida Counties, Miami-Dade, Broward, Palm Beach, Martin, Lee, Collier

Partner-**DSI**

Dealer address-1235 Old Alpharetta Rd STE 110 Alpharetta **GA** 30005

Single point of contact-Lance Reed

Title-President

Phone number-770-921-6764

Email [address- lreed@disatlanta.com](mailto:lreed@disatlanta.com)

Web address-www.dsiatlanta.com

Geographic area of coverage in each state for each dealer-entire state of Georgia

Partner-**XSE-Aztec Office Technologies**

Dealer address- 35 Philmack Dr STE 100 Middletown **CT** 06457

Single point of contact-Gerry Crean

Title-President

Phone number-888-272-8340

Email address- crean@xsegrou.com

Geographic area of coverage in each state for each dealer

Entire state of **CT/MA/RI**

Florida Counties - Alachua, Baker, , Bradford, Clay, Duval, Flaler, Marion, Nassau, Putnam, St Johns, Union, Volusia

Competitive Meters only in New Jersey Counties

New Jersey Counties- Bergen, Essex, Hudson, Hunterdon, Monis, Ocean, Passaic, Somerset, Sussex, Union, Warren

New York Counties - Dutchess, Putnam, Orange, Rockland, Rochester, Ulster

Attachment D

Partner- **Maunakea Integrated Solutions, LLC**

Dealer address- 155 Kapalulu Place Suite 220 Honolulu HI 96819

Single point of contact- Trevor Maunakea

Title-President

Phone number- 808-208-1036

Email address- jtamura@mislhawaii.com

Geographic area of coverage in each state for each dealer:

Entire state of Hawaii

Authorized Sales and Service Provider: **DMT Solutions Global Corporation, d/b/a BlueCrest**

Address: 37 Executive Drive, Danbury, CT 06810

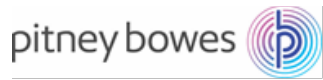
Single Point of Contact: Susan Gabrielson

Title: Senior Vice President, North America

Phone Number: (914) 262-3456

Email address: susan.gabrielson@bluecrestinc.com

Geographic coverage: all states



ON-DEMAND SUBSCRIPTION SERVICES AGREEMENT

Thanks for using our on-demand subscription services. These terms define the terms and conditions under which you're allowed to use the SendPro Analytics on-demand subscription services and how we'll treat your account while you're utilizing the on-demand subscription services. If you have any questions about our terms, feel free to [contact us](#).

We'll start with the basics, including a few definitions that should help you understand this agreement. This On-Demand Subscription Services Agreement for SendPro Analytics (this "Agreement") is between you and Pitney Bowes Inc. ("we", "us", and "our"). Your on-demand subscription services may also require one or more Statements of Work (each a "SOW").

The web sites through which you access the on-demand subscription services (each a "Site"; the on-demand subscription services and the Sites are collectively called the "Services") are owned and operated by us or our vendors.

1. Eligibility

In order to use the Services, you must provide true, complete and up to date contact information for so long as you access the Services. You won't use the Services in a way that violates any laws or regulations, including any relating to data protection and privacy. We may refuse service or close your account if you fail to comply with this Agreement.

2. Use of the Service

- a) As long as you continue to comply with the terms of this Agreement, we grant you a non-exclusive, non-transferable license to access and use the Services for the number of months, and for up to the number of users, transactions, or other volume metrics specified in the Order. If applicable, you may upgrade your plan for additional fees. We are licensing the Services to you, and we reserve all rights to the Services not expressly granted to you in this Agreement.
- b) You agree that you will use the Services only for business or commercial purposes and not for personal, family or household purposes.
- c) You won't use the Services for or make the Services available to any third party. In addition, you agree not to use the Services to send infringing, obscene, threatening or unlawful or tortious material or disrupt other users of the Services. Disruptions include but are not limited to denial of service attempts, distribution of advertising or chain letters, propagation of computer worms and viruses, or use of the Services to make unauthorized entry to any other device accessible via the Services. For the Services and related software, you will not (i) make derivative works; (ii) sublicense, sell, rent, lease, lend, time-share, disclose, transfer or host the Services, documentation or any other confidential or proprietary information to or for any other parties; (iii) use the Services to modify or reproduce a third party's materials unless you have the legal right to do so; (iv) distribute any part of the Services over any network, including a local area network; or (v) extract any data from the Services and use such data for any purpose other than for your use of the Services.
- d) If you are delivered software for on premise installation as part of the Service ("Software") the following additional terms apply: You won't (i) reverse engineer, decompile or disassemble the

Software; (ii) make copies of the Software, other than a reasonable number of copies for use for disaster recovery purposes; and (iii) separate the components of the Software, or install and use such components separately and independently of the Software they comprise.

e) If you do not comply with this Section 2, you will be in material breach of this Agreement, and we will have the right to immediately terminate your use of the Services.

3. Term and Termination; Suspension

a) The term of this Agreement begins on the effective date of the Order and will remain in effect for each Service for the duration of the Order or SOW applicable to such Service. Each Order or SOW will be effective as of the date in such Order or SOW and will remain in effect until its expiration or until your account is closed. If this Agreement is terminated, any Order entered into beforehand will, unless terminated under another provision of this Agreement, remain in effect for its entire term and this Agreement will remain in effect for the Order until its termination.

b) Unless the Product Terms state otherwise, you may terminate your account at any time and for any reason by giving thirty days' notice to us.

c) We may at any time without notice: i) refuse to accept or fulfill your Orders or any part of any Orders for the Sites and/or Services; or ii) move, suspend or terminate all or any part of the Sites and/or Services or terminate your account.

d) Once your use of a Service is terminated, (i) we may permanently delete your account and all the data associated with it, in accordance with our records management policies and as permitted by applicable law, (ii) you must immediately stop using the Service and Software, and remove any Software from the computers on which it was installed, (iii) each party will promptly return or destroy all confidential information of the other party; and (iv) your access to the Service will continue through the current billing period for access to the Service (the "Billing Period") for which you have paid in advance, unless you have failed to comply with this Agreement, in which case your access will be immediately revoked. You won't be entitled to a refund from us under any circumstances.

e) Termination of this Agreement will be in addition to and not in lieu of any other legal or equitable remedies available to us.

4. Changes

We may change the Services and any features from time to time, and if such changes are material, we will notify you by sending an email to the last email address you gave to us. If you do not wish to continue using the modified Services, you may terminate your use of the Service, effective the last day of the current Billing Period for which you have paid in advance. We may change any terms of this Agreement and the fees charged for using the Services by posting revised terms and/or fees on the Sites and/or by sending an email to the last email address you gave to us; provided, however, that if the Order includes the lease of equipment, no change to the fees will be effective prior to the end of the term of the lease of such equipment. The new terms and new fees will be effective on the first day of the next Billing Period and will apply thereafter. By continuing to use the Services after any such changes, you agree to be bound by such changes. If you do not wish to agree to the new terms or the new fees, you must stop using that portion of the Services affected immediately.

5. Account and Password

By registering for the Services, you will be prompted to establish certain passwords and provide other access information to enable you to use the Services. You represent that you have all necessary authority to establish an account with us on behalf of the business. The account name, password and access information is confidential information and should be used solely by you to access your account and use the Services. You are responsible for keeping your account name, password and access information confidential. You will take all reasonable steps to prevent unauthorized access to your account and you will immediately notify us of any unauthorized use of your accounts or any other breach of security. We aren't responsible for any losses due to stolen or hacked passwords.

6. Account Disputes

We don't arbitrate disputes over who owns an account. You won't request access to or information about an account that's not yours. We decide who owns an account based on the information that has been provided to us with respect to the account, and if multiple people or entities are identified, then we will rely on the contact information listed for that account.

7. Fees; Payment Terms

a) You will pay the fees for the use of the Services which are posted on the Sites or described in an Order or SOW, and may be changed from time to time, unless specified as conditions of a subscription type. These fees do not include: (i) any applicable sales, use or other taxes, which will be separately identified on your invoice; (ii) usage-based fees for the Services, which will be separately identified on your invoice, and (iii) charges for any services not contemplated by this Agreement, such as special programming, which may be available upon request and are subject to our then-current rates. Except as provided in an Order or SOW, your subscription for the use of the Services will be billed in advance with the first payment due at the time of registration and with each subsequent payment due on the due date specified in the invoice for the payment.

b) We will automatically charge your payment source the cost of your subscription at the beginning of each Billing Period. Please note that we may receive updated billing information regarding your credit card account or other payment source and you consent to us receiving such updates.

8. Personal Information

If any of the Services collects or stores individually identifiable personal information, then we will comply with our privacy statement located at <http://www.pitneybowes.com/us/legal/privacy-statement.html> as it may be updated by us from time to time (the "Privacy Statement").

9. Trademarks

Pitney Bowes, the Pitney Bowes logo, and associated brand names and domain names are our intellectual property in the United States and other countries. All marks not owned by us are the property of their owners. You may not use, and nothing contained on the Sites or in this Agreement grants any right to use, any trademark displayed on the Site without our written permission or from the owner of the trademark. In addition, except as explicitly set forth in this Agreement, you will not use any copyrighted work displayed on the Sites or any of our other intellectual property without our prior written consent.

10. Feedback; Data

a) You grant to us (and our affiliates and vendors, if applicable) the right to use the data you provide to us as necessary to provide the Services and as provided in our Privacy Statement. We reserve the right to use, without limitation, any anonymized or aggregated data that does not identify you or any user of the Service relating to use of the Service. We retain the right to use data derived from your use of the Service for our internal purposes and for the purposes of performing analytics on the Service, or for improving or enhancing the Service or other products or services offered by us to our customers, all in accordance with the Privacy Statement.

b) You assign to us all right, title, and interest (including all rights in copyright and resulting patents) in any data, feedback, suggestions, and written materials provided to us related to your use of the Services.

c) You'll ensure that you have the appropriate rights to (including the right to provide to us) all data, files, materials or other information that you provide to us in connection with our provision of the Services.

11. LIMITATION OF LIABILITY

a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ASSUME FULL RESPONSIBILITY FOR ANY LOSS THAT RESULTS FROM YOUR USE OF OR INABILITY TO USE THE SERVICE AND WE WILL NOT BE LIABLE FOR ANY SUCH LOSS. IF THE WAIVER OF LIABILITY IN THE PREVIOUS SENTENCE IS NOT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ALL CLAIMS MADE RELATING TO YOUR USE OF OR INABILITY TO USE THE SERVICE IN ANY BILLING PERIOD WILL BE NO MORE THAN WHAT YOU PAID US TO PROVIDE THE SERVICE FOR THE PREVIOUS BILLING PERIOD.

b) WE WON'T BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR REVENUE, LOST POSTAGE, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION OR LOST DATA YOU MAY SUFFER UNDER ANY CIRCUMSTANCES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

12. INDEMNITY

YOU AGREE TO INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING IN ANY WAY FROM YOUR USE OF THE SERVICE OR RELATED TO ANY BREACH OF THIS AGREEMENT BY YOU OR ANY USER AUTHORIZED BY YOU. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU AND YOU AGREE TO COOPERATE WITH US IN MAKING THE DEFENSE. THIS SECTION 12 WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT OR AN ORDER INDEFINITELY.

13. SERVICE AVAILABILITY; DISCLAIMERS

a) YOUR ACCESS TO AND USE OF THE SERVICES MAY BE INTERRUPTED FROM TIME TO TIME FOR VARIOUS REASONS, INCLUDING MALFUNCTION OF EQUIPMENT, PERIODIC UPDATING, MAINTENANCE OR REPAIR OF THE SITES, OR OTHER ACTIONS THAT WE MAY ELECT TO TAKE.

b) EXCEPT AS EXPRESSLY STATED IN ANY PRODUCT SPECIFIC TERMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND THE CONTENT ON THE SITES, INCLUDING ANY THIRD PARTY SERVICE OR DATA, ARE PROVIDED BY US "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY AND NON-INFRINGEMENT. WE DON'T GUARANTEE

THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT WE WILL CORRECT ALL ERRORS.

14. Third Party Sites

The Sites and this Agreement may contain links to third party websites, including links to the websites of carriers ("Linked Sites"). The Linked Sites are not under our control and we are not responsible for the contents of any Linked Site, including any link contained in a Linked Site, or any changes or updates to a Linked Site. You should contact the site administrator or webmaster for those Linked Sites if you have any concerns regarding such links or the content located there.

15. Compliance with Laws

Each party will comply with all applicable federal, state and local laws, rules and regulations, including export regulations and privacy laws. You will be solely responsible for the content of all data submitted to us in connection with our provision of the Services and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such data.

16. Assignments

You may not assign any of your rights under this Agreement to anyone else. We may assign or subcontract our rights to any other individual or entity at our discretion.

17. U.S. Government Restricted Rights

If you are an agency of the United States Government, use of the Services by the Government constitutes acknowledgment of our proprietary rights in software contained in the Services, and such software will be: (i) deemed "commercial computer software" or "commercial computer software documentation" and the Government's rights with respect to such software and documentation are limited by this Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable, or their successors; and (ii) subject to "RESTRICTED RIGHTS," as described in FAR52.227-14 and/or DFAR252.227-7013 et seq., as applicable. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in these regulations.

18. Choice of Law; Arbitration; WAIVER OF JURY TRIAL

a) This Agreement will be governed by the laws of the State of Delaware without regard to its principals of conflict of laws.

b) If we file an action against you claiming you breached this Agreement and we prevail, we will be entitled to recover reasonable attorneys' fees.

c) ANY CLAIM OR CAUSE OF ACTION UNDER THIS AGREEMENT THAT YOU DON'T PRESENT WITHIN 1 YEAR FROM THE DISCOVERY OF THE CLAIM OR CAUSE OF ACTION WILL BE DEEMED WAIVED. ANY DISPUTE BETWEEN THE PARTIES WILL BE RESOLVED EXCLUSIVELY BY INDIVIDUAL BINDING ARBITRATION GOVERNED BY THE FEDERAL ARBITRATION ACT AND YOU AGREE TO GIVE UP THE RIGHT TO LITIGATE DISPUTES IN COURT. Neither party will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. Any arbitration will be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules. In the case of: (i) any dispute involving \$75,000 or less, we will reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses; and (ii) any dispute involving more than \$75,000, the AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.

d) This Section 18 will survive any termination of this Agreement or an Order indefinitely.

19. Force Majeure

Except for a party's payment obligations, neither party will be liable for any delays or failure in performance from any cause beyond their control. This includes acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, strikes, power disruptions, and any disruption of internet service not caused by us.

20. Notices

Notices under this Agreement will be effective (i) in the case of a notice to you, when we send it to the last email or physical address you gave us or any address you may later provide; (ii) in the case of a notice to us alleging a breach of this Agreement, when delivered to us by email to legalnotices@pb.com or by overnight courier or delivered in person to Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926 along with a copy to our legal counsel: Attn. Chief Legal Officer and Corporate Secretary, or any addresses we may later provide; and (iii) in the case of any other notice to us, when delivered to us by physical mail to Pitney Bowes Inc., EVP & President, Pitney Bowes Sending Technology Solutions, 3001 Summer Street, Stamford, CT 06926 or when you create a case at <https://www.pitneybowes.com/us/contact-us.html> (follow the instructions under "how to create a case").

21. Independent Contractor

Nothing contained in this Agreement will be construed to constitute either party as a partner, joint venturer, co-owner, employee or agent of the other party, and neither party will hold itself out as such.

22. Miscellaneous

Neither party will be subject to pre-printed or standard terms contained on any purchase order or other purchasing document, and we specifically disclaim such terms. If there's a conflict between the Product Terms and any other provision of this Agreement, the Product Terms will govern and control. Each Party will cooperate with the other and take such other actions as may reasonably be requested from time to time in order to carry out the intent and accomplish the purposes of this Agreement, including our right to verify your compliance with this Agreement and any Orders at all locations which you access the Services. If we don't immediately take action on a violation of this Agreement, we're not giving up any rights under this Agreement, and we may still take action at a later point. Each party will also keep confidential the terms and conditions of the Agreement and the SOW(s).

DI2000™ TERMS AND CONDITIONS

The following provisions apply when you buy or lease the DI2000™ inserting system (the "**System**") and are in addition to the Pitney Bowes Terms. These System terms, the executed order (the "**Order**") and your State Participating Addendum (which incorporates the NASPO ValuePoint Master Agreement ADSPO16-169897, as amended, and the Pitney Bowes Terms) make up your agreement with Pitney Bowes (the "**Agreement**"). Capitalized terms not defined below will have the same meanings set out in the Pitney Bowes Terms.

D1. SYSTEM FEES

D1.1 System Fees. We will invoice you the System fees listed on the Order. You agree to provide accurate information about base and measured usage rates to us. If the information is not accurate, we reserve the right to estimate such usage and make adjustments based on actual usage on your next invoice.

D2. SYSTEM MAINTENANCE SERVICES

D2.1 Service Level Options.

(a) If you sign up for equipment maintenance on the Order, PBI will repair the System during the Initial Service Term or any Renewal Service Term (each term as defined in Section (b) below) (the "**Service Term**"). You are also entitled to preventative maintenance. Preventative maintenance will consist of inspecting, cleaning and periodically lubricating various components as well as replacing any worn parts. PBI will inform you of the recommended timing for preventative maintenance required. You will make the System reasonably available to PBI for preventative maintenance. Alterations to the System not authorized by us are strictly prohibited and will void your SLA. If the System needs repair, PBI may provide repair by remote access, diagnostics and service and/or by on-site repair service. Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies. PBI will

provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available. If PBI deems it necessary, PBI will dispatch a service technician to arrive at your location for on-site service. You won't incur hourly charges unless service is performed outside Normal Working Hours, which will be done only with your consent. "**Normal Working Hours**" means 8 a.m. – 5 p.m., Monday – Friday, excluding PBI- observed U.S. holidays, in the time zone where the System or other items are located.

(b) System Maintenance Term. PBI will provide you with maintenance service for twelve months, if you don't have a Lease, or for the Lease Term, if you are leasing the System (the "**Initial Service Term**"). **SERVICE AUTOMATICALLY RENEWS FOR CONSECUTIVE ONE YEAR TERMS (EACH A "RENEWAL SERVICE TERM") UNLESS YOU TERMINATE YOUR SERVICE AS PROVIDED BELOW OR THE LEASE EXPIRES OR IS TERMINATED OR THE RENEWAL IS PROHIBITED BY LAW.** If you don't wish to renew the maintenance service, you must deliver a written notice (the "**Termination Notice**") at least 60 days prior to the renewal of the term to us at 2225 American Drive, Neenah, WI 54956. Your Termination Notice must include your customer account number or CAN and lease number (if applicable). PBI reserves the right not to renew your SLA for any reason. If you elect to terminate the maintenance service without cause prior to the expiration of the then applicable Service Term, no pro-rata refund will be provided, even if any prepaid hours of service have not yet been performed by us.

D2.2 Repair Service. If the System is under warranty, and we need to take the System back, PBI will be responsible for all transportation costs. We will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available. Lubricants and other materials needed to service the System, except Consumable Supplies and replacement printheads, are provided without additional charge. Not included as normal wear is coverage for repairs made necessary due to any DI2000 Excluded Circumstance (defined below). If off site service is not successful, then a customer service representative will be sent to your location.

D2.3 System Maintenance Fees. If the Order specifies the purchase of maintenance services, you will pay the fees upon receipt of our invoice. We may increase the fees in accordance with your State Participating Addendum, and any increases will be reflected on your invoice. If you are leasing, the fees will be incorporated into your payment cycle. If you receive service for repairs caused by any DI2000 Excluded Circumstance, PBI will charge you for the service at PBI's current hourly rates and for any required parts in accordance with your State Participating Addendum. "DI2000 Excluded Circumstance": Notwithstanding anything in this Agreement to the contrary, PBI will not be responsible: (i) for maintaining any System that you have failed to operate under suitable temperature, humidity, line voltage, or any specified environmental conditions; (ii) if reasonable care is not used in handling, operating, and maintaining the System; (iii) if the System is not used in accordance with the agreed applications and for the ordinary purpose for which it is designed; (iv) if the inability of any System to perform is due to any act or failure to act by you, including without limitation, any alteration of or adding components to any System; (v) for unqualified operators' use of the System; (vi) for use of the System in a manner not intended; (vii) for use of the System to process applications not previously approved in writing by PBI; (viii) for use of damaged materials, such as paper or envelopes; (ix) if someone other than us services the System; (x) if you don't use required software updates; (xi) if you use the System with any equipment where we have told you that we will no longer provide support or that we have advised you is no longer compatible; (xii) if you use third party supplies (such as ink), hardware or software that results in (1) damage to the System (including damage to printheads), (2) poor indicia, text or image print quality, (3) indicia readability failures, or (4) a failure to print indicia, text or images; or (xiii) for damage to the System resulting from your missed preventative maintenance appointment. If PBI performs any repairs or maintenance as a result of any of the foregoing, you will pay PBI at its normal rates in effect at such time. If you exceed the cycle volume of your Equipment specified on the Order, PBI will bill you \$0.0022 per cycle for each additional cycle over the specified cycle volume (the additional

cycles are called the "Overage"). We will not be obligated to provide any maintenance services before receiving full payment of any applicable invoice.

D2.4 Replacement Equipment. If you acquire an attachment, or add a unit, to the System, PBI will provide coverage for each attachment or unit which we determine qualifies for coverage under the SLA and will automatically enroll you for maintenance coverage on the new components at PBI's then current annual rates. If you choose not to continue coverage on the replacement component, attachment or unit, you may cancel the maintenance service for the item within thirty days of the date of your initial invoice for the item from PBI. If you cancel, any further maintenance services on the System, attachment or unit will be subject to PBI's current NASPO ValuePoint time and material rates.

D2.5 Service Changes. PBI may modify its maintenance service by giving written notice to you (a "**Service Change Notice**"), which will state whether the change is material. After receiving a Service Change Notice, if the change is material, you may terminate maintenance service by giving us a termination notice at the address indicated in Section D2.1(b).

D2.6 Additional Service Terms.

(a) Maintenance service excludes the supply of postal and carrier rate changes and Consumable Supplies.

(b) Self-Service Maintenance. WE WILL NOT IN ANY EVENT BE LIABLE FOR ANY CLAIMS OF ANY KIND, ASSERTED BY YOU OR ANY THIRD PARTY, CAUSED BY THE REMOVAL, MODIFICATION, FAILURE TO MAINTAIN OR BY-PASSING OF BUILT-IN SAFETY FEATURES BY YOU.

(c) You can't elect to have maintenance service apply to some but not all of the components of the System. Maintenance service doesn't include services and repairs that are made necessary due to any DI2000 Excluded Circumstance.

D2.7 Support Services. If you request that we provide services such as installation, maintenance, training, consulting, systems integration

and data conversion or other similar support services (“**Support Services**”), charges for such services are in addition to the price of the System, unless otherwise specified in the Order.

D3. WARRANTIES

D3.1 PBI System Warranty. The warranty on any System will run for a period of one (1) year from the date of Acceptance as defined in your State Participating Addendum.

D4. DELIVERY; INSTALLATION; RETURNS

D4.1 Delivery. You will pay all costs for transporting the System from PBI’s facility to the location designated in the Order. We will make commercially reasonable efforts to deliver the System on the delivery date in the Order but cannot guarantee a specific date.

D4.2 Installation. You must provide a suitable power source, access, and space for installation according to PBI’s specifications. You must give us advance notice of any site problems.

D4.3 Returns. Unless the System fails to conform to the express warranties in Section D3.1, the System will not be returned to us.