

PARTICIPATING ADDENDUM
to NASPO ValuePoint
Mailroom Equipment, Supplies & Maintenance
Master Agreement No. CTR058808
Between
Pitney Bowes Inc.
And
The State of Colorado
Contract # 181369

1. PARTIES AND SCOPE

This Participating Addendum, including all of its attached exhibits and other documents incorporated by reference (the “Participating Addendum”), is entered into by and between **Pitney Bowes Inc.** (“Contractor”) and the **State of Colorado, acting by and through the State Purchasing & Contracts Office** (the “State”). This Participating Addendum covers usage of the **Mailroom Equipment, Supplies & Maintenance** category of the Master Agreement led by the State of **Arizona** (the “Master Agreement”), for use by State agencies and other entities located in Colorado which are authorized by law to utilize State contracts with the prior approval of the Chief Procurement Officer. The specific Goods and Services provided under the Master Agreement are listed in **Exhibit D, Products and Price List**, of this Participating Addendum.

2. PARTICIPATION

Agencies, political subdivisions and other entities (including cooperatives) authorized by the State’s statutes to use State contracts may make purchases under this Participating Addendum as of its Effective Date. The State hereby represents that all such entities authorized to use statewide contracts shall be bound by all of the terms and conditions of this Participating Addendum, as if each such entity were an original signatory hereto. Issues of interpretation and eligibility for participation are solely within the authority of the Chief Procurement Officer.

3. STATE MODIFICATIONS TO MASTER AGREEMENT AND APPLICABILITY

- A.** The Master Agreement and all its terms and conditions shall apply to this Participating Addendum. If any term of this Participating Addendum conflicts with the Master Agreement, then this Participating Addendum shall control for all transactions between the State and the Contractor under this Participating Addendum. All terms defined in the Master Agreement shall have the meaning given to them in the Master Agreement, except for those terms specifically defined differently in this Participating Addendum.
- B.** The following modifications shall be made to the Master Agreement with respect to Contractor’s performance pursuant to this Participating Addendum:
 - i.** Section 7 of the Master Agreement, Lead State (State of Arizona) Terms & Conditions, shall be struck in its entirety.

- ii. All Additional Participating States' Terms and Conditions shall be struck in their entirety.

4. EQUIPMENT, MAINTENANCE AND SOFTWARE OPTIONS

- A. A Purchasing Entity may purchase or lease Equipment and software under this Participating Addendum. Fair Market Value (FMV) and Lease to Own Leases are both authorized.
- B. Purchasing Entity's may take immediate ownership of Equipment through an up-front purchase by use of **Attachment 1, Equipment Purchase Terms and Conditions**. In addition, **Attachment 2, Lease to Own Terms and Conditions – Option A**, shall be used for all Lease to Own Leases; **Attachment 3, Fair Market Value Rental Terms and Conditions – Option B**, shall be used for all Cancellable Rental Leases, and **Attachment 4, Fair Market Value Lease Terms and Conditions – Option C**, shall be used for all FMV Leases.
- C. Purchasing Entity's may also utilize Contractor's software subscriptions and software licenses by utilizing **Attachment 5 through Attachment 8**.
- D. The State has reviewed and approved the terms and conditions in the Contractor's documents, which are attached hereto as Attachments 1 through 8, and incorporated by reference. Purchasing Entities are still advised however, to conduct their own internal review of Contractor's documents prior to entering into any type of Order. Further, Purchasing Entities should have their IT Department review Attachment 6 to ensure it does not conflict with their internal requirements. No other Contractor documents are permissible under this Participating Addendum unless mutually agreed to in writing by Contractor and the State. Should there be a conflict between the terms and conditions of this Participating Addendum, and Attachments 1 through 8, this Participating Addendum shall govern, except to the extent such conflict would cause either party to be noncompliant with United States Postal Service Regulations.
- E. In the event the Purchasing Entity receives or obtain copies of the language in Attachments 1 through 8, and the language varies from what is listed in the Attachments to this Participating Addendum, the language incorporated into this Participating Addendum, shall prevail.

5. PRIMARY CONTACTS AND PERSONNEL RESPONSIBILITIES

The primary contacts for this Participating Addendum are the individuals named in this section. Either Party may change its primary contacts or primary contacts contact information by notice submitted to the other party in writing no later than 5 days following the date on which the change occurs, without a formal amendment to this Participating Addendum. The Contractor's primary contact shall be ultimately responsible for ensuring that all Services are completed in accordance with this Participating Addendum.

Primary Contact for the State:

Nikki Pollack
Colorado State Purchasing & Contracts Office
1525 Sherman Street, 5th Floor
Denver, CO 80203
Phone: 303-866-5671
E-mail: nikki.pollack@state.co.us

Primary Contact for the Contractor:

Francie Coffey, Director, Government Channel
Pitney Bowes Inc.
3001 Summer St.
Stamford, CT 06926
Phone: 213-256-1917
E-mail: francie.coffey@pb.com

Each individual identified in this §5 of the Participating Addendum shall be the primary contact of the designated Party. All notices required or permitted to be given under this Participating Addendum shall be in writing and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's primary contact at the address set forth above or (C) as an email with read receipt requested to the primary contact at the email address, if any, set forth above. If a Party delivers a notice to another through email and the email is undeliverable then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's primary contact at the address set forth above. Unless otherwise provided in this Participating Addendum, notices shall be effective upon delivery of the written notice.

6. SUBCONTRACTORS

- A. The Contractor may only use Subcontractors, as defined in Exhibit A, under this Participating Addendum if the State has provided written approval for the Contractor to use that Subcontractor. All such approved Subcontractors authorized in the State of Colorado, as shown on the dedicated State website, are approved to provide sales and service support to the State and any Purchasing Entity in the State.
- B. Contractor shall remain the primary Contractor fully accountable to the State for ensuring that its Subcontractors comply with the terms of this Participating Addendum.
- C. Contractor shall provide written notice to the State with respect to any changes to their list of Authorized Dealers in Colorado, and shall obtain written approval from the State, which shall not be unreasonably withheld, prior to adding additional dealers to the list of providers.
- D. The State may remove an Authorized Dealer from Contractor's list, at any time, and without further explanation or process.

7. ORDERS

Any Order placed by a Purchasing Entity in the State of Colorado for Goods and Services available under this Participating Addendum shall be deemed to be a sale (and governed by the prices and other terms and conditions) under the Master Agreement and this Participating Addendum unless the parties to the Order agree in writing that another contract or agreement applies to such Order or the terms of that Order control to the extent that they conflict with the terms of the Master Agreement or this Participating Addendum. Any Order entered into while this Participating Addendum is in effect, shall survive the termination of this Participating Addendum, and shall still be bound by the original terms and conditions, as amended, of this Participating Addendum.

8. ORDER OF PRECEDENCE

In the event of a conflict of inconsistency between this Participating Addendum, any Exhibits or Attachments, and the Master Agreement and any of its Attachments, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- A. Colorado Special Provisions in §20 of **Exhibit A** to this Participating Addendum, State Specific Terms;
- B. The provisions of this Participating Addendum;
- C. All other sections of **Exhibit A**, State Specific Terms;
- D. **Exhibit B** of this Participating Addendum, Information Technology Provisions;
- E. **Exhibit C** of this Participating Addendum, Statement of Work;

- F. Section 6** of the Master Agreement, NASPO ValuePoint Master Agreement Terms and Conditions;
- G. Exhibit D** of this Participating Addendum, Products and Price List;
- H.** A Purchasing Entity's Order;
- I. Attachment 1 through Attachment 8** of this Participating Addendum, with no particular order of precedence; and
- J.** Contractor's Proposal.

Notwithstanding anything to the contrary herein, the State and Purchasing Entities shall not be subject to any provision incorporated in any terms and conditions appearing on Contractor's or Subcontractor's website, any provision incorporated into any click-through or online agreements, or any provisions incorporated into any other document or agreement between the Parties that **(i)** requires the State to indemnify or hold harmless Contractor or any other party, **(ii)** is in violation of State law as, regulations, rules, fiscal rules, policies, or other State requirements as deemed solely by the State or **(iii)** is contrary to any of the provisions incorporated into **Exhibit A, §19** or the main body of this Participating Addendum.

THE PARTIES HERETO HAVE EXECUTED THIS PARTICIPATING ADDENDUM

<p style="text-align: center;">CONTRACTOR Pitney Bowes Inc.</p> <p>By: Art Adams Title: Director, Government Contract Compliance</p> <p style="text-align: center;">DocuSigned by: <i>Arthur E. Adams Jr.</i> ECFB0728F789462...</p> <hr style="border: 0.5px solid black;"/> <p style="text-align: center;">Signature</p> <p>Date: <u>2/20/2023</u></p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Department of Personnel and Administration State Purchasing and Contracts Office Tony Gherardini, Executive Director</p> <p style="text-align: center;">DocuSigned by: <i>John Chapman</i> EF45AFDEB51E414...</p> <hr style="border: 0.5px solid black;"/> <p>By: John Chapman, State Purchasing Manager</p> <p>Date: <u>2/21/2023</u></p>
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<p>STATE OF COLORADO Governor's Office of Information Technology</p> <p>In accordance with §24-30-202, C.R.S., if this Contract is for a Major Information Technology Project, this Contract is not valid until signed and dated below by the Chief Information Officer or an authorized delegate.</p> <p>STATE CHIEF INFORMATION OFFICER Anthony Neal-Graves, Chief Information Officer and Executive Director</p> <p style="text-align: center;">DocuSigned by: <i>Renée Albersheim</i> B4A1D6B1641D4B8...</p> <p>Signed: _____</p> <p>Printed Name: <u>Renée Albersheim</u></p> <p>Date: <u>2/21/2023</u></p>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

§24-30-202, C.R.S. requires the State Controller to approve all State Contracts. This Participating Addendum is not valid until signed and dated below by the State Controller or an authorized delegate.

<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p style="text-align: center;">DocuSigned by: <i>Chelsea Gilbertson</i> 2C13912416524B1...</p> <p>By: _____</p> <p>Name: <u>Chelsea Gilbertson</u> Delegate</p> <p>Effective Date: <u>2/23/2023</u></p>
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EXHIBIT A, STATE SPECIFIC TERMS

1. AUTHORITY

Authority to enter into this Participating Addendum exists in the Colorado Procurement Code, §24-102-202, C.R.S. and 1 CCR 101-9 R-24-102-202-01., and its associated rules.

2. PURPOSE

The Parties are entering into this Participating Addendum for the Contractor to provide mailing equipment, supplies and maintenance to Purchasing Entities. The Contractor was selected as a result of the State of Arizona's solicitation, **BPM003137**.

3. TERM

A. Initial Term - Work Commencement

The Parties' respective performances under this Participating Addendum shall commence on the Effective Date and shall be co-terminus with the NASPO ValuePoint Master Agreement **#CTR058808**. Unless this Participating Addendum is terminated earlier, as described herein, or the Lead State cancels its participation as described in the Master Agreement (the "Term"), the term of the Participating Addendum shall follow the Master Agreement initial term and will be automatically extended beyond the initial term if the Master Agreement term is extended, per **§3.B**.

B. Extension of Term

If the term of NASPO ValuePoint Master Agreement is extended for any reason, the Term of this Participating Addendum shall be automatically modified to account for that extension, so long as such extension complies with the Colorado Procurement Code.

C. Order Term

Orders may only be placed prior to the expiration or earlier termination of this Participating Addendum, but may have a delivery date or performance period that extends no longer than 120 calendar days following that expiration or earlier termination date. Regardless of whether this Participating Addendum has expired or has been terminated, the Contractor shall comply with all Orders that extend past the expiration or termination, as described in this section, and all requirements of this Participating Addendum necessary to complete outstanding Orders shall survive the expiration or termination of this Participating Addendum until all Orders are complete.

D. Early Termination in the Public Interest

The State is entering into this Participating Addendum to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Participating Addendum by the State for breach by Contractor, which shall be governed by **§14.i**. In the event of termination of the Participating Addendum, all underlying leases, rental maintenance and license/subscription agreements to this Participating Addendum, including applicable terms and conditions will remain in full force and effect throughout the duration of the lease, rental, maintenance, or license/subscription agreement.

i. Method and Content

The State shall notify Contractor of such termination in accordance with **§5** of this Participating Addendum. The notice shall specify the effective date of the termination

and whether it affects all or a portion of this Participating Addendum, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §14.

iii. Payments

If the State terminates this Participating Addendum in the public interest, the Purchasing Entities shall pay Contractor according to their Orders with the Contractor. The sum of any payment shall not exceed the maximum amount payable to Contractor under each Order.

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “Acceptance Testing”** means acceptance testing as set forth in a statement of work, if any, between the Purchasing Entity and Contractor.
- B. “Administration Fee”** means the fee that is due to the State for the administration of this Participating Addendum, as described in §7.A. of this **Exhibit A**.
- C. “Attachments”** means the following Attachments to this Participating Addendum:
 - i. Attachment 1**, Pitney Bowes Equipment Purchase Terms and Conditions
 - ii. Attachment 2**, Lease to Own Terms and Conditions – Option A
 - iii. Attachment 3**, Fair Market Value Rental Terms and Conditions – Option B
 - iv. Attachment 4**, Fair Market Value Lease Terms and Conditions – Option C
 - v. Attachment 5**, DI2000 Terms and Conditions
 - vi. Attachment 6**, Hosting Addendum to Software License Agreement
 - vii. Attachment 7**, Pitney Bowes On-Premise Software License Agreement
 - viii. Attachment 8**, Pitney Bowes On-Demand Subscription Services Agreement
- D. “Authorized Dealer”** means the Contractor’s agent or Subcontractor who is authorized and certified by the Contractor to sell the Contractor’s products under this Participating Addendum, and perform machine installation and maintenance.
- E. “Breach of Contract”** means the failure of a Party to perform any of its material obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- F. “Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- G. “Buyout to Return”** means the early termination option on an FMV Lease Agreement and

consists of any current amounts due, plus the remaining stream of Equipment payments.

- H. **“Cancellable Rental”** means an Equipment agreement that shall be cancellable given ninety (90) days written notice to the Contractor at any point during the rental term, and shall be subject to a three (3) month rental payment penalty.
- I. **“Ceiling Price”** means the maximum price a Contractor or a Subcontractor may charge for a Service under this Participating Addendum.
- J. **“Chief Procurement Officer”** means the individual to whom the Executive Director of the Department of Personnel & Administration has delegated his or her authority pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all Goods and Services needed by the State.
- K. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- L. **“Confidential Information”** means any and all information that is normally considered confidential in nature, and includes, but is not limited to, all State Records not subject to disclosure under the Colorado Open Records Act, §§24-72-200.1, et seq., C.R.S. (“CORA”).
- M. **“Consumable Supplies”** means any product that gets used up or is discarded once used, such as ink cartridges.
- N. **“Contract”** means this Participating Addendum, including all attached Exhibits and Attachments, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- O. **“Contract Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by a Purchasing Entity for Orders placed under this Participating Addendum.
- P. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, et. seq., C.R.S.
- Q. **“Effective Date”** means the date Contract is signed by the State Controller or their designee.
- R. **“Embedded Software”** means one or more software applications that permanently reside on a piece of Equipment.
- S. **“Environmentally Preferable Products”** means products that have a lesser or reduced adverse effect on human health and the environment when compared with competing products that serve the same purpose, as defined in §24-103-904, C.R.S.
- T. **“Equipment”** refers to the base unit, either with or without optional accessories and/or software. For purposes of this Contract, “Equipment” shall also refer to a postage meter.
- U. **“Equipment Trade-In”** is an agreed upon transaction between the Purchasing Entity and Contractor, in which Contractor takes ownership of Purchasing Entity’s previously owned device, often for a discounted amount.
- V. **“Equipment Upgrade or Downgrade”** is a replacement of the Purchasing Entity’s existing lease Equipment, with a different piece of Equipment, of either greater or lesser value. A new lease is then originated for the new piece of Equipment, with the remaining lease payments on the old Equipment wrapped into it. The old lease is closed out, and the Equipment is returned to

Contractor.

- W. **“Exhibits”** means the following exhibits attached to this Participating Addendum:
- i. **Exhibit A**, State Specific Terms;
 - ii. **Exhibit B**, Information Technology Provisions;
 - iii. **Exhibit C**, Statement of Work; and
 - iv. **Exhibit D**, Products and Price List.
- X. **“Extension Term”** means the period defined in §3.B.
- Y. **“Fair Market Value (FMV) Lease”** means a lease in which the Purchasing Entity can either (i) take title to the Equipment at the end of the Initial Lease Term by paying the residual value to Contractor, (ii), enter into a Renewal Term for the Equipment, or (iii) return the Equipment to Contractor at the end of the Initial Lease Term.
- Z. **“Goods” (also referred to as “Equipment”)** means any moveable material acquired, produced, or delivered by Contractor as set forth in this Participating Addendum, and shall include any moveable material acquired, produced, or delivered by Contractor in connection with the Services.
- AA. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et. seq.*, C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- BB. **“Initial Lease and/or Cancellable or Postage Meter Rental Term”** means the length of time (i.e. 24, 36, 48, or 60 months) that a Purchasing Entity enters into a Lease or Rental Agreement.
- CC. **“Initial Term”** means the period as defined in §3.A of this **Exhibit A**.
- DD. **“Lead State”** means the State of Arizona, which is centrally administering the Master Agreement.
- EE. **“Lease to Own”** means a lease in which title to the Equipment will automatically pass from the Contractor to the Purchasing Entity upon installation of the Equipment.
- FF. **“Legacy Equipment”** means devices that were purchased, leased, or rented under a prior NASPO ValuePoint Agreement, another program, or via any other means.
- GG. **“Minimum Monthly Payment”** means the equipment, meter and service portion of the payment, less any supply payments.
- HH. **“Order”** means any delivery order, purchase order, contract, agreement or other binding document used by a Purchasing Entity to order the Services described in this Participating Addendum from the Contractor, and shall include any modification to such a document.
- II. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.

- JJ. “PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- KK. “Party”** means the State or Contractor, and “Parties” means both the State and Contractor.
- LL. “Postage Meter Rental Agreement”** means a rental agreement that is governed by the United States Postal Service regulations.
- MM. “Preventative Maintenance”** means maintenance that is performed on the equipment to ensure it adheres to the manufacturer performance standards. Services include cleaning, lubrication, parts replacement and any necessary adjustments.
- NN. “Production Equipment”** means a high-speed, high quality device that typically has advanced functionality.
- OO. “Purchasing Entity”** means any entity or organization that has been authorized by the State to place Orders with the Contractor, and may include, without limitation, agencies of the State, government supported institution of higher education within the State, political subdivisions of the State, authorized non-profit organizations and other authorized entities.
- PP. “Regular Business Hours”** means 8:00AM through 5:00PM, Monday through Friday, holidays excluded.
- QQ. “Renewal Lease and/or Rental Term”** means a month to month extension of the Initial Lease Term, the Cancellable Rental Terms and/or the Postage Meter Rental Term.
- RR. “Services”** means the services to be performed by Contractor as set forth in this Participating Addendum.
- SS. “State Confidential Information”** means any State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PCI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- TT. “State Fiscal Rules”** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13) (a), C.R.S.
- UU. “State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- VV. “State Records”** means any State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

WW. “Subcontractor” means third-parties, if any, engaged by Contractor to aid in performance of the Work. The term “Subcontractor” includes, without limitation, any dealers, distributors, partners or resellers engaged by the Contractor to perform the Work.

XX. “Useful Life” means the period during which the Equipment is expected to be usable for the purpose in which it was manufactured.

YY. “Work” means the Services performed pursuant to this Contract.

ZZ. “Work Product” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” is not “work for hire” and does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work. “Work Product” also specifically excludes any licensed software or other intellectual property owned or developed by Contractor, which are available for use under a license agreement.

Any other term used in this Participating Addendum that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

5. STATEMENT OF WORK

Contractor shall complete the Work as described in this Participating Addendum and in accordance with the provisions of **Exhibit C, Statement of Work**.

6. PAYMENTS TO CONTRACTOR

A. Payments Under Orders

- i.** Contractor shall allow Purchasing Entities to use a procurement card or other credit card to make payments under any Order, in addition to any other payment procedure available to the Purchasing Entity.
- ii.** The Purchasing Entity shall not pay any amount to Contractor under this Participating Addendum unless the Purchasing Entity issues an Order, at which time it shall pay Contractor in accordance with that Order. The State shall not be responsible for payment under any Order that is issued by a Purchasing Entity, and the Contractor shall seek no payment or other compensation from the State for any Work performed under any Order issued by a Purchasing Entity.

B. Payment Procedures

i. Invoices

Contractor shall invoice each Purchasing Entity in accordance with that Purchasing Entity’s Order. Contractor shall not invoice the State under any Order. Contractor shall allow 45 days for Purchasing Entities to pay an invoice following the receipt of the invoice, unless the Purchasing Entity specifically agrees to a shorter time in an Order. State law and regulations provide that Purchasing Entity payments made within 45 days are not considered delinquent, and unless otherwise agreed, Purchasing Entities will pay interest on any unpaid balance beginning on the 46th day at the rate of 1% per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are the subject of a good faith dispute regarding the obligation to pay all or a portion of the

liability. Contractor shall invoice the Purchasing Entity separately for accrued interest on delinquent amounts due. The billing shall reference the delinquent payment, the number of day's interest to be paid, and the applicable interest rate. (§24-30-202(24), C.R.S., as amended.)

ii. Payment Disputes

Unless different procedures are specified in an Order, if Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the Purchasing Entity issuing the Order in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by that Purchasing Entity. The Purchasing Entity will review the information presented, including any accounting transpositions, by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the Purchasing Entity's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the Purchasing Entity has concluded its review, and the Purchasing Entity shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iii. Available Funds-Contingency-Termination of Order

- a. Purchasing Entities, except for authorized non-profit entities, are prohibited by law from making commitments beyond the term of the Purchasing Entity's current Fiscal Year. Payment to Contractor beyond the Purchasing Entity's current Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent fiscal year (See Colorado Special Provisions). If federal funds, non-State funds or funds from any other source constitute all or some of the Contract Funds, the Purchasing Entity's obligation to pay Contractor shall be contingent upon such funding continuing to be made available for payment. Orders under this Participating Addendum shall be made only from Contract Funds, and the Purchasing Entity's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other Purchasing Entity funds are not appropriated, or otherwise become unavailable to fund an Order under this Participating Addendum, the Purchasing Entity may, upon written notice at the end of the then current fiscal year terminate the Order, in whole or in part, without incurring further liability. The Purchasing Entity shall, however, remain obligated to pay for Services that are delivered and accepted prior to the effective date of notice of termination of Order..
- b. The Purchasing Entity may effect such termination by giving Contractor a written notice of termination, to the Contractor's primary contact in accordance with §5 of the Participating Addendum, and by paying to Contractor any amounts which are due and have not been paid through the last day of the Fiscal Year for which appropriated funds are available. The Purchasing Entity shall endeavor to give notice of such termination not less than 30 days prior to the day of non-availability of funds, and shall notify Contractor of any anticipated termination.

iv. Discount and Delinquency Period

Any applicable cash discount period or delinquency period for the amounts shown on an invoice shall begin on the date the Purchasing Entity approves the invoice, or from the date of receipt of acceptable Goods or Services at the specified destination by an

authorized Purchasing Entity representative, whichever is later.

7. PAYMENTS TO STATE

A. Administrative Fees

- i.** Each State Fiscal Year quarter, Contractor shall, using a form as directed by the State, calculate an Administrative Fee equal to 1% of the Total Sales (less credits issued as a result of returned Equipment) made under Orders during that State Fiscal Year quarter. Contractor shall pay the State the Administrative Fee for each State Fiscal Year quarter within 30 days following the end of that State Fiscal Year quarter.
- ii.** Contractor shall remit all Administrative Fees to the State's primary contact identified in §5 of the Participating Addendum and with the payee as "State of Colorado."

8. REPORTING – NOTIFICATION

A. Volume Reporting

The State will use a centralized method of tracking volume. Contractor shall provide a quarterly volume report to the State's primary contact identified in §5 of this Participating Addendum within 30 calendar days following the end of the State Fiscal Year quarter that the report covers. The quarterly volume report shall be submitted in a form as directed by the State, which may be modified by the State from time to time. The quarterly volume report shall contain, at a minimum, all of the following:

- i.** A summary volume report that includes, but is not limited to, all of the following for the quarter that the report covers:
 - a.** The total sales by each type of Purchasing Entity under this Participating Addendum.
 - b.** The total of the list price of all items purchased by each type of Purchasing Entity under this Participating Addendum.
 - c.** The total estimated price savings for each type of Purchasing Entity under this Participating Addendum, calculated as the total list price of all items purchased by each type of Purchasing Entity minus the total spent for that type of Purchasing Entity.
 - d.** The total paid through the use of a procurement card or credit card for each Purchasing Entity under this Participating Addendum.
 - e.** The total sales of environmentally preferable products, as defined in the State's Environmentally Preferable Purchasing Policy, for each Purchasing Entity under this Participating Addendum.
 - f.** The amount of the total quarterly Administrative Fee due to the State.
 - g.** Any additional summary information as requested by the State if available by Contractor.
- ii.** A detail report that includes, but is not limited to, all of the following for each sale that occurred during the quarter that the report covers:
 - a.** The name of the Purchasing Entity to whom the sale was made;
 - b.** The date of the sale.
 - c.** A listing of each item purchased in the sale, including the name of the item, the quantity of the item, the unit price for the item, the extended price for the item calculated by multiplying the unit price by the quantity, the list price per unit for the

item, the extended list price for the item calculated by multiplying the quantity by the list price, and the savings on the item calculated by subtracting the extended cost from the extended list price.

- d. Any other detailed information as requested by the State, if available to Contractor.

B. Additional Operational Reporting

Upon request by the State, the Contractor shall provide operational reporting that includes historical or payment information related to any of the Purchasing Entities as reasonably requested by the State. The Contractor shall provide all such additional reports within 30 Business Days following the State's request for that information, unless the State agrees to a longer period in writing.

C. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Participating Addendum or may affect Contractor's ability to perform its obligations under this Participating Addendum, Contractor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's primary contact identified in §5 of the Participating Addendum .

D. Performance Outside the State of Colorado or the United States, §24-102-206, C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State's primary contact in accordance with §5 of the Participating Addendum and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Participating Addendum. This section shall not apply if the Participating Addendum Funds include any federal funds.

By agreement of the parties, it is understood that Contractor will perform necessary and appropriate Services outside both the State of Colorado and the United States and will utilize subcontractors to the extent it deems necessary and appropriate to conduct its business operations. The State consents to such use and shall not require specific information relating to such use nor justification therefor except for the notification requirements under §24-102-206.

9. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the charges for the Work (the "Contractor Records") performed by the Contractor and any Subcontractors, that are required to ensure proper charging for performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: (i) the date 3 years after the date this Participating Addendum expires or is terminated, (ii) final payment under this Participating Addendum is made, (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, the

date such audit is completed and its findings have been resolved (the “Record Retention Period”).

B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor’s office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 5 Business Days’ notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, in its discretion, may monitor Contractor’s performance of its obligations under this Participating Addendum using procedures as determined by the State. The State shall monitor Contractor’s performance in a manner that does not unduly interfere with Contractor’s performance of the Work.

D. Reserved

E. Periodic Business Reviews

- i. The State may schedule periodic business reviews to review Contractor’s performance under this Participating Addendum.
- ii. Contractor shall use commercially reasonable efforts to ensure personnel assigned to the Participating Addendum are available for these meetings with the State as scheduled by the State.
- iii. Contractor’s primary contact designated in §5 of this the Participating Addendum shall be reasonably available for all regularly scheduled meetings between Contractor and the State, unless the State has granted prior, written approval otherwise.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Participating Addendum, permitted by law or approved in writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with this Participating Addendum and all applicable laws. If Contractor or any of its Subcontractors will or may receive access to State Records, then Contractor or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, if applicable, (ii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, and (iii) Criminal Justice Information Services Security Policy for all CJ, if applicable. Contractor shall immediately forward any request or demand for State Records to the State’s primary contact as identified in §5 of the Participating Addendum.

B. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Participating Addendum. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements or are subject to confidentiality obligations by policy or otherwise containing nondisclosure provisions at least as protective as those in this Participating Addendum, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information.

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Participating Addendum and a written request from the State to Contractor, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State within 72 hours and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that neither Contractor nor any of Contractor's agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security

practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a “Third-Party Service Provider” as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Participating Addendum. Such a conflict of interest would arise when a Contractor or Subcontractor’s employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Participating Addendum.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Participating Addendum, even the appearance of a conflict of interest shall be harmful to the State’s interests. Absent the State’s prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor’s obligations under this Participating Addendum.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor has reason to believe a conflict may exist but is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Failure to promptly submit a disclosure statement or to follow the State’s direction concerning the actual or apparent conflict constitutes a breach of this Participating Addendum.

12. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Participating Addendum and until all orders for Services or both have been delivered and accepted, regardless of whether this Participating Addendum has expired or has been terminated. Insurance companies as approved by the State shall issue all insurance policies required by this Participating Addendum.

A. Workers’ Compensation

Workers’ Compensation insurance as required by state statute, and employers’ liability insurance covering all Contractor employees acting within the course and scope of their employment. Contractor shall require any Subcontractor to have the same Worker’s Compensation insurance and liability insurance for their employees. Insurance must stay in place and in effect even if the contract terms expires, until all product or terms of the contract are completed and satisfied up to 120 days after contract term expires.

B. General Liability

Commercial general liability insurance for the acts and omissions of Contractor’s employees covering premises operations, fire damage, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$2,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and \$50,000 any 1 fire.

Contractor shall require any independent contractor to have the same minimum limits as outlined in this section.

C. Automobile Liability

Automobile liability insurance, which may be self-insured, covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Cyber Liability

Liability insurance covering all loss of State Confidential Information, such as PII, PCI, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- i. \$1,000,000 each claim; and
- ii. \$2,000,000 general aggregate.

E. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

G. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

H. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §5 of the Participating Addendum within 7 days of Contractor's receipt of such notice.

I. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Participating Addendum shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

J. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity

Act, §§24-10-101, *et seq.*, C.R.S. (the “GIA”), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Participating Addendum such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintain at all times during the terms of this Participating Addendum, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor’s obligations under the GIA.

K. Certificates

Contractor shall provide to the State certificates evidencing Contractor’s insurance coverage required in this Participating Addendum within 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Participating Addendum within 7 Business Days following the Effective Date, except that, if Contractor’s subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Participating Addendum within 7 Business Days following Contractor’s execution of the subcontract. No later than 15 days before the expiration date of Contractor’s or any Subcontractor’s coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Participating Addendum, upon request by the State, Contractor shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §12.

13. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §14 for that Party. Notwithstanding any provision of this Participating Addendum to the contrary, the State, in its discretion in order to protect the public interest of the State, need not provide notice or a cure period and may immediately terminate this Participating Addendum in whole or in part or institute any other remedy in this Participating Addendum; but not any underlying Orders which will continue for the then remaining term of such Order, providing such Order was not the cause of Contractor’s breach or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

14. REMEDIES

A. State’s Remedies

If Contractor is in breach under any provision of this Participating Addendum and fails to cure such breach, the State, following the notice and cure period set forth in §13, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Participating Addendum or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

- a.** In the event of Contractor’s uncured breach, the State may terminate this entire

Participating Addendum or any part of this Participating Addendum but not any underlying lease agreements, providing such lease was not the cause of Contractor's breach. Contractor shall continue performance of this Participating Addendum to the extent not terminated, if any.

- b. If after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Participating Addendum had been terminated in the public interest under **§3.D**. All underlying leases, rental maintenance and license/subscription agreements to this Participating Addendum, including applicable terms and conditions will remain in full force and effect throughout the duration of the lease, rental, maintenance, or license/subscription agreement, providing such lease, rental maintenance and license/subscription agreements were not the cause of Contractor's breach.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and neither the State nor any Purchasing Entity shall be liable for costs incurred by Contractor after the suspension of performance.

b. Removal

Request immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems unacceptable or whose continued relation to this Participating Addendum is deemed by the State to be contrary to the public interest or the State's best interest. In the event of such request, the parties will immediately meet in order to accommodate or resolve such a request.

B. Contractor's Remedies

If the State is in breach of any provision of this Participating Addendum and does not cure such breach, Contractor, following the notice and cure period in **§13** and the dispute resolution process in **§15** shall have all remedies available at law and equity. If a Purchasing Entity is in breach of a provision of an Order, Contractor shall have all remedies available to it under that Order and available at law and equity.

C. Purchasing Entity's Remedies

- i. If Contractor is in breach under any provision of an Order by a Purchasing Entity, the Purchasing Entity shall have all of the remedies listed in that Order, all remedies listed in this Participating Addendum, and all other remedies available by law or equity. The Purchasing Entity may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

ii. Payments and Damages

- a. Notwithstanding anything to the contrary, Purchasing Entities shall only pay

Contractor for accepted Work received as of the date of termination. Upon prior notice to Contractor, a Purchasing Entity may withhold any amount that may be due Contractor as the Purchasing Entity deems necessary until Contractor corrects its Work or to protect itself against loss including, without limitation, loss as a result of outstanding liens and costs incurred by the Purchasing Entity in procuring from third parties replacement Work as cover.

- b. Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State or appropriate Purchasing Entity for any damages sustained by the State or Purchasing Entity in connection with any breach by Contractor, and the Purchasing Entity may withhold payment to Contractor for the purpose of mitigating the Purchasing Entity's damages.
- c. Upon prior notice to Contractor, a Purchasing Entity may deny payment to Contractor for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

15. DISPUTE RESOLUTION

A. Order Disputes, Termination and Resolution

- i. If a dispute related to an Order arises between Contractor and a Purchasing Entity, Contractor shall meet with the Purchasing Entity to attempt to resolve the issue. If Contractor is unable to resolve the issue with the Purchasing Entity, then Contractor may request assistance from the State by submitting a request in writing, which includes the pertinent information about the dispute and the assistance sought by Contractor, in accordance with §5 of the Participating Addendum. Nothing in this section shall be interpreted as limiting the rights or obligations of Contractor, the State or any Purchasing Entity under this Contract of any Order.
- ii. A Purchasing Entity may terminate an Order if it determines that Contractor was in breach of that Order and if the Contractor has not cured the breach within 30 days of receipt of notice from the Purchasing Entity detailing the breach. Termination of an Order shall not terminate any other Order or this Participating Addendum.
- iii. If a Purchasing Entity gives Contractor notice of breach or terminates an Order because of Contractor's breach of that Order, Contractor shall provide notice to the State of that breach or termination within 5 Business Days following Contractor's receipt of that notice of breach or termination

B. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Participating Addendum which cannot be resolved by the designated Participating Addendum primary contacts, as identified in §5 of the Participating Addendum, shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

C. Resolution of Controversies arising under this Participating Addendum

If the initial resolution described in §15.B. fails to resolve the dispute within ten (10) Business Days, Contractor shall, without waiving any other rights or remedies it may have, submit any alleged breach of this Participating Addendum by the State to the Procurement Official of the

State Purchasing and Contracts Office as described in in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §§24-109-101.1 through 24-109-505, C.R.S., (the “Resolution Statutes”), and if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor’s challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

It is understood and agreed upon by the parties that Contractor will not be providing any non-Contractor-owned or non-Contractor or third party licensed intellectual property related to the Work Product in its performance of the Services.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Participating Addendum, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, “State Materials”). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor’s obligations in this Participating Addendum without the prior written consent of the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, “Contractor Property”). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: (i) entered into as exhibits to this Contract; (ii) obtained by the State from the applicable third-party vendor; or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

17. OBLIGATIONS AND RIGHTS IN THE EVENT OF TERMINATION OF ORDER OR CONTRACT

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to Purchasing Entities all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Participating Addendum’s terms. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the appropriate Purchasing Entity has an interest. At the State or Purchasing Entity’s request, Contractor shall return materials owned by the Purchasing Entity that Contractor possesses at the time of any termination. Contractor shall deliver all completed Work Product to the appropriate Purchasing Entity at the State or Purchasing Entity’s request.

18. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply to the extent applicable to Contractor or the services provided by Contractor hereunder. Contractor agrees to be governed by and comply with the provisions of §§24-102-206, , 24-106-106, and , C.R.S. regarding the monitoring of vendor performance and the reporting of contract information in the State's contract management system ("Contract Management System" or "CMS"). Contractor's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

19. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Participating Addendum are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Participating Addendum. In addition, the State may not transfer or assign this Participating Addendum or any rights or obligations hereunder without prior notification to the Contractor.

B. Subcontracts

Contractor is hereby providing notice to the State of its use of subcontractors and the State consents to such use as Contractor deems necessary and appropriate in order to provide Services. All subcontracts entered into by Contractor in connection with this Participating Addendum shall comply with all applicable federal and state laws and regulations, and shall be subject to all provisions of this Participating Addendum.

C. Binding Effect

Except as otherwise provided in §A., all provisions of this Participating Addendum, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Participating Addendum and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Participating Addendum are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Participating Addendum to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Participating Addendum may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Entire Understanding

This Participating Addendum represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Participating Addendum. Prior or contemporaneous additions, deletions, or other changes to this Participating Addendum shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Participating Addendum, any modification to this Participating Addendum shall only be effective if agreed to by the Parties in a formal amendment to this Participating Addendum, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Participating Addendum, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Participating Addendum to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Participating Addendum.

K. Severability

The invalidity or unenforceability of any provision of this Participating Addendum shall not affect the validity or enforceability of any other provision of this Participating Addendum, which shall remain in full force and effect, if the Parties can continue to perform their obligations under this Participating Addendum in accordance with the intent of this Participating Addendum.

L. Survival of Certain Contract Terms

Any provision of this Participating Addendum that imposes an obligation on the Contractor or a Purchasing Entity after termination or expiration of this Participating Addendum shall survive the termination or expiration of this Participating Addendum and shall be enforceable by the other Party.

M. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Participating Addendum. Contractor shall honor any tax exemption that

any Purchasing Entity has, and shall not charge any Purchasing Entity any excise, sales, or use taxes from which that Purchasing Entity is exempt.

N. Third Party Beneficiaries

Except for a Purchasing Entity and/or the Parties' respective successors and assigns described in §19.A, this Participating Addendum does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Participating Addendum and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Participating Addendum are incidental to this Participating Addendum, and do not create any rights for such third parties.

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Participating Addendum, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

P. CORA Disclosure

To the extent not prohibited by federal law, this Participating Addendum and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

Q. Standard and Manner of Performance

Contractor shall perform its obligations under this Participating Addendum in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

R. Licenses, Permits, and Other Authorizations

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Participating Addendum, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Participating Addendum, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Participating Addendum.

S. Indemnification

i. General Indemnification

Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Participating Addendum.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of §10 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including

reasonable attorneys' fees and costs) incurred by the State in relation to any negligent act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §10.

iii. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

T. Accessibility

- i. Contractor shall provide documentation (VPAT) of compliance with: 1) the Work Product provided under this Contract 2) all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Office Of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. and 3) all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. Contractor shall indemnify, save, and hold harmless the state, its employees, agents and assignees (collectively, the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.
- iii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

20. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials

shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE

Contractor agrees that Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this

Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq., C.R.S.

Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program.

If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, et seq., C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, et seq., C.R.S.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, et seq., C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

EXHIBIT B, INFORMATION TECHNOLOGY PROVISIONS

This Exhibit regarding **Information Technology Provisions** (the “Exhibit”) is an essential part of the agreement between the State and Contractor as described in the Participation Addendum to which this Exhibit is attached. Unless the context clearly requires a distinction between the Contract and this Exhibit, all references to “Contract” shall include this Exhibit.

1. PROTECTION OF SYSTEM DATA

- A.** In addition to the requirements of the main body of this Contract, if Contractor or any Subcontractor is given access to State Information Technology resources or State Records by the State or its agents in connection with Contractor’s performance under the Contract, Contractor shall protect such Information Technology resources and State Records in accordance with this Exhibit. All provisions of this Exhibit that refer to Contractor shall apply equally to any Subcontractor performing work in connection with the Contract.
- B.** The terms of this Exhibit shall apply to the extent that Contractor’s obligations under this Contract include the provision of Information Technology goods or services to the State. Information Technology is computer-based equipment and related services designed for the storage, manipulation, and retrieval of data, and includes, without limitation:
 - i.** Any technology, equipment, or related services described in §24-37.5-102(2), C.R.S.;
 - ii.** The creation, use, processing, disclosure, transmission, or disposal of State Records, including any data or code, in electronic form; and
 - iii.** Other existing or emerging technology, equipment, or related services that may require knowledge and expertise in Information Technology.
- C.** Contractor shall, and shall cause its Subcontractors to meet all of the following:
 - i.** Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Contract.
 - ii.** Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards.
 - iii.** Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.
 - iv.** Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.
 - v.** Promptly report all Incidents that result in unauthorized disclosure or loss of data integrity, to a designated representative of the State’s Office of Information Security (“OIS”).
 - vi.** Comply with all rules, policies, procedures, and standards issued by the Governor’s Office of Information Technology (“OIT”), including change management, project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at

www.oit.state.co.us/about/policies.

- D.** Subject to Contractor's reasonable access security requirements and upon reasonable prior notice, Contractor shall provide the State with scheduled access for the purpose of inspecting and monitoring access and use of State Records, maintaining State systems, and evaluating physical and logical security control effectiveness.
- E.** Contractor shall perform current background checks in a form reasonably acceptable to the State on all of its respective employees and agents performing services or having access to State Records provided under this Contract, including any Subcontractors or the employees of Subcontractors. A background check performed upon employment with Contractor shall be deemed to be current.
 - i.** Upon request, Contractor shall provide notice to a designated representative for the State indicating that background checks have been performed. Such notice will inform the State of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.
 - ii.** If Contractor will have access to Federal Tax Information under the Contract, Contractor shall agree to the State's requirements regarding Safeguarding Requirements for Federal Tax Information and shall comply with the background check requirements defined in IRS Publication 1075 and §24-50-1002, C.R.S.

2. DATA HANDLING

- A.** Contractor may not maintain or forward these State Records to or from any other facility or location, except for the authorized and approved purposes of backup and disaster recovery purposes, without the prior written consent of the State. Contractor may not maintain State Records in any data center or other storage location outside the United States for any purpose without the prior express written consent of OIS.
- B.** Contractor shall not allow remote access to the State Records from outside the United States, including access by Contractor's employees or agents, without the express written consent of OIS; provided however, Contractor may implement any data transfer to Contractor's employees in India for legitimate business purposes including to provide any technical and customer support, maintenance, and troubleshooting as requested by the Purchasing Entity and to fulfill all other obligations under the Participating Addendum with due observation of all applicable laws and regulations and preservation of the confidentiality of the Purchasing Entity/Licensee Data. Contractor shall communicate any other request regarding non-U.S. access to State Records to the Security and Compliance Representative for the State. The State shall have sole discretion to grant or deny any such request.
- C.** Upon request by the State made any time prior to 60 days following the termination of this Contract for any reason, whether or not the Contract is expiring or terminating, Contractor shall make available to the State a complete download file of all State data.
 - i.** This download file shall be made available to the State within 10 Business Days of the State's request, shall be encrypted and appropriately authenticated, and shall contain, without limitation, all State Records, Work Product, and system schema and transformation definitions, or delimited text files with documents, detailed schema definitions along with attachments in its native format.

- ii. Upon the termination of Contractor's provision of data processing services, Contractor shall, as directed by the State, return all State Records provided by the State to Contractor, and the copies thereof, to the State or destroy all such State Records and upon request certify to the State that it has done so. If any legal obligation imposed upon Contractor prevents it from returning or destroying all or part of the State Records provided by the State to Contractor, Contractor shall guarantee the confidentiality of all State Records provided by the State to Contractor and will not actively process such data anymore. Contractor shall not interrupt or obstruct the State's ability to access and retrieve State Records stored by Contractor.
- D. The State retains the right to use the established operational services to access and retrieve State Records stored on Contractor's system by accessing the customer URLs provided by Contractor to the State.

3. DELIVERY AND ACCEPTANCE

- A. Contractor shall provide and maintain a quality assurance system acceptable to the State for any Work or Deliverables under this Contract and shall provide to the State only such Work or Deliverables that have been inspected and found to conform to the specifications identified in this Contract and any applicable solicitation, bid, offer, or proposal from which this Contract results.
- B. Contractor's delivery of any Work or Deliverables to the State shall constitute certification that such Work or Deliverable has been determined to conform to the applicable specifications, and Contractor shall make records of such quality assurance available to the State upon request during the term of the Contract or at any time within three years following expiration or termination of the Contract.
- C. For any Work or Deliverables other than the purchase or license of commercially available goods or software, acceptance of the Work or Deliverable shall require affirmative written communication from the State to the Contractor that such Work or Deliverable has been accepted by the State. Such communication shall be provided within a reasonable time period from the delivery of the Work or Deliverable and shall not be unreasonably delayed or withheld. Acceptance by the State shall be final, except in cases of Contractor's failure to conduct proper quality assurance, latent defects that could not reasonably have been detected upon delivery, or Contractor's gross negligence or willful misconduct.

4. WARRANTY

- A. Notwithstanding the acceptance of any Work or Deliverable, or the payment of any invoice for such Work or Deliverable, Contractor warrants that any Work or Deliverable provided by Contractor under this Contract shall be free from material defects and shall function in material accordance with the applicable specifications. Contractor warrants that any Work or Deliverable shall be, at the time of delivery, free from any harmful or malicious code, including without limitation viruses, malware, spyware, ransomware, or other similar function designed to interfere with or damage the normal operation of Information Technology resources. Contractor's warranties under this section shall apply to any defects or material nonconformities discovered within 180 days following delivery of any Work or Deliverable.
- B. Upon notice during the warranty term of any defect or material nonconformity,

Contractor shall submit to the State in writing within 10 business days of the notice one or more recommendations for corrective action with sufficient documentation for the State to ascertain the feasibility, risks, and impacts of each recommendation. The State's remedy for such defect or material non-conformity shall be:

- i. Contractor shall re-perform, repair, or replace such Work or Deliverable in accordance with any recommendation chosen by the State. Contractor shall deliver, at no additional cost to the State, all documentation required under the Contract as applicable to the corrected Work or Deliverable; or
 - ii. Contractor shall refund to the State all amounts paid for such Work or Deliverable, as well as pay to the State any additional amounts reasonably necessary for the State to procure alternative goods or services of substantially equivalent capability, function, and performance.
- C. Any Work or Deliverable delivered to the State as a remedy under this section shall be subject to the same quality assurance, acceptance, and warranty requirements as the original Work or Deliverable. The duration of the warranty for any replacement or corrected Work or Deliverable shall run from the date of the corrected or replacement Work or Deliverable.

5. COMPLIANCE

- A. In addition to the compliance obligations imposed by the main body of the Contract, Contractor shall comply with:
 - i. All Colorado Office of Information Security (OIS) policies and procedures which OIS has issued pursuant to §§24-37.5-401 through 406, C.R.S. and 8 CCR §1501-5 and posted at <http://oit.state.co.us/ois>
 - ii. All information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any specifically incorporated industry standards or guidelines, as applicable based on the classification of the data relevant to Contractor's performance under the Contract. Such obligations may arise from:
 - a. Health Information Portability and Accountability Act (HIPAA)
 - b. IRS Publication 1075
 - c. Payment Card Industry Data Security Standard (PCI-DSS)
 - d. FBI Criminal Justice Information Service Security Addendum
 - e. CMS Minimum Acceptable Risk Standards for Exchanges
 - f. Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration
 - iii. Contractor shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, et seq., C.R.S. Contractor shall comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at <https://www.w3.org/TR/WCAG21/>. Contractor shall provide Voluntary

Product Accessibility Template (VPAT) documentation, as well as other documentation and information as outlined herein.

- B.** Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards and guidelines applicable to Contractor's performance under the Contract.

Contractor shall allow the State reasonable access and shall provide the State with information reasonably required to assess Contractor's compliance. Such access and information shall include a Verizon Cyber Certification Certificate, if applicable, and an annual SOC2 Type II audit including, at a minimum, the Trust Principles of Security, Confidentiality, and Availability, from Contractor when available.

- C.** To the extent Contractor controls or maintains information systems used in connection with State Records, Contractor will provide OIS with the results of all security assessment activities when conducted on such information systems, including any code-level vulnerability scans, application level risk assessments, and other security assessment activities as required by this Contract or reasonably requested by OIT. Contractor will make reasonable efforts to remediate any vulnerabilities or will request a security exception from the State. The State will work with Contractor and OIS to prepare any requests for exceptions from the security requirements described in this Contract and its Exhibits, including mitigating controls and other factors, and OIS will consider such requests in accordance with their policies and procedures referenced herein.

6. TRANSFER OF STATE RECORDS

Upon request by the State prior to expiration or earlier termination of this Contract Contractor shall provide reasonable and necessary assistance to accomplish a complete transfer of the State Records from Contractor to the State or any replacement provider designated solely by the State without any interruption of or adverse impact on the Services. Contractor shall cooperate fully with the State or any successor provider and shall promptly take all steps required to assist in effecting a complete transfer of the State Records designated by the State. All services related to such transfer shall be performed at no additional cost beyond what would be paid for in this Contract.

7. LICENSE OR USE AUDIT RIGHTS

- A.** To the extent that Contractor, through this Contract or otherwise as related to the subject matter of this Contract, has granted to the State any license or otherwise limited permission to use any Contractor Property, the terms of this section shall apply.
- B.** Contractor shall have the right, at any time during and throughout the Contract Term, but not more than once per Fiscal Year, to request via written notice in accordance with the notice provisions of the Contract that the State audit its use of and certify as to its compliance with any applicable license or use restrictions and limitations contained in this Contract (an "Audit Request"). The Audit Request shall specify the time period to be covered by the audit, which shall not include any time periods covered by a previous audit. The State shall complete the audit and provide certification of its compliance to Contractor ("Audit Certification") within 120 days following the State's receipt of the Audit Request.
- C.** If upon receipt of the State's Audit Certification, the Parties reasonably determine that:
- (i) the State's use of licenses, use of software, use of programs, or any other use during the audit period exceeded the use restrictions and limitations contained in this Contract

(“Overuse”) and **(ii)** the State would have been or is then required to purchase additional maintenance and/or services (“Maintenance”), Contractor shall provide written notice to the State in accordance with the notice provisions of the Contract identifying any Overuse or required Maintenance and request that the State bring its use into compliance with such use restrictions and limitations.

EXHIBIT C, STATEMENT OF WORK

1. CONTRACTOR PERSONNEL

1.1. Contractor personnel shall work cooperatively with State and Purchasing Entity staff to ensure the completion of the Work.

1.2. Key Personnel

Contractor shall appoint a Primary Point of Contact for the following duties:

1.2.1. Serve as the individual responsible for addressing all questions and concerns for the State and Purchasing Entities, unless an Order specifies another point of contact for that Order.

1.2.2. Ensure the completion of all Work in accordance with the Participating Addendum requirements. This includes, but is not limited to, ensuring the accuracy, timeliness and completeness of all Work.

1.2.3. Oversee all other personnel and ensure proper staffing levels throughout the term of the Participating Addendum.

1.2.4. Ensure the completeness and accuracy of the Quarterly Volume Reports described in **Exhibit A**.

1.2.5. Ensure the final submission of the Quarterly Volume Reports described in **Exhibit A**, by the appropriate due date for that report.

2. ORDERING AND ORDER FULFILLMENT

2.1. Ordering

2.1.1. Contractor shall provide a complete and accurate Internal Revenue Service form W9 to the State prior to accepting an Order from any Purchasing Entity. Upon a request by a Purchasing Entity, Contractor shall provide a complete and accurate Internal Revenue Service form W9 to that Purchasing Entity.

2.1.2. Each Purchasing Entity may complete an Order in accordance with its own rules and policies, as available to Contractor, using the appropriate documentation for that organization to issue an Order.

2.1.3. Contractor shall have the capability to accept procurement credit cards.

2.1.4. Contractor shall communicate directly with each Purchasing Entity related to that Purchasing Entity's Orders.

2.1.5. Contractor shall ensure that all Orders it accepts have the proper information contained in them for Contractor to be able to comply with all reporting requirements of this Participating Addendum.

2.1.6. If Contractor provides for ordering through an internet-based portal or electronic catalog, Contractor shall maintain all of Contractor's necessary hardware, software, backup-capacity and network connections required to operate that internet-based portal

or electronic catalog.

- 2.1.7.** Contractor's internet-based portal and electronic catalogs shall clearly designate that they are part of this Participating Addendum and shall have a link to the State's price agreement web location, as determined by the State. Contractor shall ensure that all Environmentally Preferable Products are clearly listed on internet-based portal and electronic catalogs.
- 2.1.8.** If Contractor provides an internet-based portal or electronic catalog, Contractor shall also provide paper catalogs or catalogs on other digital media to each Purchasing Entity upon request by that Purchasing Entity.
- 2.1.9.** If Contractor's catalog will be either hosted on or accessed through the State's eCommerce system, then Contractor shall comply with all policies, procedures and directions from the State in relation to hosting its catalog on or making its catalog accessible through that system. Contractor shall ensure that all information made available through the State's eCommerce system is accurate and complies with this Participating Addendum.
- 2.1.10.** Any quote Contractor provides shall be honored for ninety (90) calendar days.

2.2. Equipment Acquisition Options

2.2.1. Equipment Purchase. A Purchasing Entity may do an up-front purchase of Equipment, Software, Supplies and Maintenance, in accordance with their own purchasing policies and in compliance with the Master Agreement, this Participating Addendum and Contractor Order terms.

2.2.2. Postage Meter Rental

- 2.2.2.1.** A Purchasing Entity may only rent postage meters, pursuant to the terms and conditions identified herein.
- 2.2.2.2.** A Postage Meter Rental Agreement issued prior to the expiration or termination of this Participating Addendum shall survive the termination of this Participating Addendum and the Master Agreement.
- 2.2.2.3.** All postage meter rental payments shall be billed on a quarterly basis during the initial rental term.
- 2.2.2.4.** After the initial rental term, Purchasing Entity shall have the option to renew the rental on an annual basis.
- 2.2.2.5.** A Postage Meter Rental Agreement shall not be subject to automatic renewals.
- 2.2.2.6.** A Purchasing Entity shall not incur any penalties for early termination of a Postage Meter Rental Agreement.
- 2.2.2.7.** At the end of the Initial and/or Rental term, the postage meter shall be returned to Contractor at Purchasing Entity's sole expense.

2.2.2.8. Postage meter pickups/returns must be performed within thirty (30) calendar days of the end of the Initial or Renewal Term, or, if the Purchasing Entity is responsible for returning the postage meter, then it must be returned within thirty (30) calendar days of receiving the return shipping instructions from the Contractor.

2.2.3. Equipment Leasing and Rental

2.2.3.1. Leasing and Rental Overview

- a)** A Purchasing Entity may lease or rent Equipment pursuant to the terms and conditions identified herein, and in **Attachments 2 through 4**.
- b)** In the event that the term of a Lease or Rental Agreement extends beyond the term of the Participating Addendum, the terms and conditions of the Participating Addendum shall continue to apply.
- c)** A Lease or Rental Agreement issued prior to the expiration or termination of this Participating Addendum shall survive the termination of this Participating Addendum and the Master Agreement.
- d)** A Purchasing Entity shall have the option to renew a FMV Lease or a Cancellable Rental on a month-to-month basis after the Initial Lease or Rental Term, but at no time shall the renewal period exceed the Useful Life of the Equipment.
- e)** Lease and Rental Agreements shall not be subject to automatic renewals.
- f)** With the exception of a Lease to Own (Option A) arrangement, or unless exercising the purchase option on an FMV Lease (Option C) or a Cancellable Rental (Option B), a Purchasing Entity shall return the Equipment at the end of the Initial Lease or Rental Term, or at the end of the Renewal Lease or Rental Term, or the Contractor may pick the Equipment up, without any further financial obligations to the Purchasing Entity.
- g)** Equipment pickups must be performed within thirty (30) calendar days of the end of the Initial or Renewal Term, or, if the Purchasing Entity is responsible for returning the Equipment, then it must be returned within thirty (30) calendar days of receiving the return shipping instructions from the Contractor and/or Leasing company.
- h)** Any Equipment that is returned to the Contractor shall be at the Purchasing Entity's sole expense.
- i)** The total lease or rental term, including any renewals, shall not exceed 60 months or the Useful Life of the Equipment, whichever occurs first.

2.2.3.2. Leasing Options**a) FMV Lease – Option B**

- i. A Purchasing Entity shall have the option to enter into an initial 24, 36, 48, or 60 month-term at the sole discretion of the Contractor.
- ii. Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
 - 1) Exercise their purchase option;
 - 2) Renew the lease on a month-to-month basis (if in compliance with Section 2.2.3.1 (i) above); or
 - 3) Return the Equipment to a location designated by the Contractor and/or the leasing company, or have the Contractor pick the Equipment up.
- iii. Except in the case of Non-appropriation of funds, FMV Lease Agreements shall be subject to an early termination charge which shall be equal to the net present value of the quarterly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year.
- iv. The Postage Meter Rental portion of the Lease Payment shall not be included in the early termination charge

b) Lease to Own – Option A

- i. A Purchasing Entity shall have the option to enter into an initial 24, 36, 48, or 60 month-term at the sole discretion of the Contractor.
- ii. Upon installation of the Equipment, title to the Equipment shall pass to the Purchasing Entity subject to the terms and conditions set forth in Attachment 2.

c) Cancellable Rental – Option C

- i. A Purchasing Entity shall have the option to enter into an initial 24, 36, 48, or 60 month-term at the sole discretion of the Contractor.
- ii. A Purchasing Entity may cancel their Rental Agreement at any time, by providing a ninety (90) day advance notice to the Contractor.
- iii. If a Purchasing Entity cancels their Rental Agreement, then they shall pay a penalty to Contractor in the amount of three (3) months worth of Total Payments (i.e. the Equipment portion of the payment and the Maintenance portion of the payment).

- iv. Upon the expiration of the Initial Rental Term, a Purchasing Entity may do one of the following:
 - 1) Exercise their purchase option;
 - 2) Renew the rental on a month-to-month basis (if in compliance with Section 2.2.3.1 (i) above); or
 - 3) Return the Equipment to a location designated by the Contractor and/or the leasing company, or have the Contractor pick the Equipment up.

2.2.3.3. Leasing Terms and Conditions

a) Possession and Return of Lease and Rental Equipment

- i. The Purchasing Entity shall have possession of the Equipment for the term set forth in the Order, unless the applicable Order is terminated early, such as with the case of Non-Appropriation of Funds.
- ii. Prior to the end of the Initial FMV Lease Term or Cancellable Rental Term, the Purchasing Entity shall provide the Contractor with a 30-day written notice regarding their intent to renew, purchase or return the Equipment. If the Purchasing Entity fails to send Contractor a written notice, then Contractor shall ensure that the Purchasing Entity receives instructions to return the Equipment within 30 days after the end of the initial term. Alternatively, Contractor can elect to pickup the Equipment from the Purchasing Entity at the end of the initial term, upon mutual arrangement with the Purchasing Entity. If Purchasing Entity fails to provide Contractor with access to the Equipment within 30 days after the end of the initial term, then Contractor may continue to bill Purchasing Entity the monthly Lease or Rental Payment on a pro-rated basis until such Equipment is picked up.
- iii. If the Purchasing Entity has renewed their FMV Lease Agreement or their Cancellable Rental Agreement beyond the initial term, then they shall provide the Contractor with a 30-day prior written notice of their intent to terminate the renewal term.
- iv. Contractor warrants that it has good title to the Equipment.
- v. At the expiration of the Initial Lease/Rental or Renewal Term, Contractor shall provide the Purchasing Entity with return shipping and packaging instructions, or arrange for pickup at the Purchasing Entity's location.
- vi. Risk of loss of the Equipment rests with Contractor until the Equipment is delivered to the Purchasing Entity's designated

location and the Purchasing Entity accepts delivery.

vii. The term for a lease or rental Order shall commence according to section 1 of the applicable Lease Agreement.

viii. The return of lease Equipment shall be subject to any applicable data handling and disposition obligations under the NASPO ValuePoint Master Agreement and this Participating Addendum.

b) Equipment Upgrade or Downgrade. A Purchasing Entity may do an Equipment Upgrade or Downgrade on a Lease or Rental at anytime throughout the term of the Lease or Rental Agreement. The Purchasing Entity and the Contractor shall negotiate the price of the Equipment Upgrade or Downgrade.

c) Equipment Trade-In. A Purchasing Entity may, at the Contractor's sole discretion, and based upon State regulations and laws, and Purchasing Entity policies, to do an Equipment Trade-In, when entering into a new Lease or Rental Agreement. The value for the Equipment Trade-In shall be negotiated by the Purchasing Entity and the Contractor, and shall not include any disposal or shipping fees.

d) Buyout to Return Option. A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Return option on an FMV Lease.

e) Pricing. Service pricing shall remain firm for the initial term of the Lease or Rental Agreement. Renewal pricing may be negotiated; however, pricing can never exceed the Master Agreement pricing.

2.3. Delivery of Equipment and Performance of Services

2.3.1. Unless specifically agreed to otherwise in an Order, Contractor shall deliver all Equipment under an Order in good, working and undamaged condition. All Equipment shall be free on board ("F.O.B.") destination to the location specified in the Order.

2.3.2. Equipment must be installed by the Contractor within twenty (20) business days of Order placement, or a delivery time mutually agreed upon, in writing, between Purchasing Entity and Contractor. Contractor shall notify the Purchasing Entity in advance of delivery of Equipment so that the Purchasing Entity can make necessary arrangements.

2.3.3. Contractor shall be responsible for removing all debris associated with the delivery and installation of the Equipment.

2.3.4. Delivery of start-up Supplies shall be made upon or before delivery of Equipment.

2.3.5. Delivery shall be made in accordance with instructions provided in the Order by the Purchasing Entity.

- 2.3.6.** Software related to the Equipment must be installed within five (5) working days of Equipment installation, or as mutually agreed upon between the Contractor and the Purchasing Entity. Any unforeseen delay on the part of the Purchasing Entity shall not constitute a breach of this section.
- 2.3.7.** All deliveries and installations shall be performed during Regular Business Hours, Monday through Friday, unless otherwise mutually agreed to in writing between Contractor and Purchasing Entity.
- 2.3.8. Warranty and Maintenance of Equipment.** All Services performed under an Order shall be of competent quality, consistent with the standards of the trade, profession or industry. Contractor shall assign to the Purchasing Entity all Manufacturer's warranties on the Equipment as stated in Section X., Warranty, of the Master Agreement, which shall not be less than a full twelve (12) months warranty. Contractor shall be responsible for ongoing service and maintenance of the Equipment for the duration of any Lease Term.
- 2.3.9.** Moves, Equipment pickups and Equipment Trade-Ins, must be performed within thirty (30) days of the Purchasing Entity request. In the event that there will be a delay in these Services, Contractor shall communicate with Purchasing Entity to agree on a mutually beneficial timeframe.
- 2.3.10.** If the ordered Equipment is out of stock, Contractor may only provide substitute Equipment if it has notified the Purchasing Entity, in writing, that the Equipment is out of stock and has received the Purchasing Entity's approval to provide the substitute Equipment. Purchasing Entities may request additional information comparing the substitute Equipment with the original Equipment in the Purchasing Entity's sole discretion.

2.4. Inspection and Acceptance

- 2.4.1.** Equipment delivered to a Purchasing Entity under an Order shall not be deemed accepted prior to that Purchasing Entity inspecting the Equipment in accordance with the Order and accepting the Equipment in accordance with the terms and conditions set forth in this Participating Addendum and the Master Agreement.
- 2.4.2.** A Purchasing Entity may establish a process, in accordance with industry standard, to determine whether the Equipment meets the performance requirements or specifications prior to acceptance.
- 2.4.3.** The Acceptance Testing period shall be thirty (30) calendar days, starting from the day after the Equipment is delivered or, if installed by Contractor, the day after the Equipment is installed and Contractor certifies that the Equipment is ready for Acceptance Testing.
- 2.4.4.** If Purchasing Entity rejects the Equipment during the Acceptance Testing period, Contractor shall have thirty (30) calendar days to cure the failure. If after this cure period, the Equipment still has not met the standard of performance or specifications,

the Purchasing Entity shall, at its option: (a) declare Contractor to be in breach and terminate the Order, (b) demand replacement Equipment from Contractor at no additional cost to Purchasing Entity, or (c) continue the cure period for an additional time period as mutually agreed upon between Contractor and Purchasing Entity.

- 2.4.5.** Contractor shall pay all cost related to the preparation and shipment of Equipment should it fail Acceptance Testing and be returned pursuant to this section.
- 2.4.6.** A Purchasing Entity shall be deemed to have accepted any Equipment to which it does not indicate non-conformity within thirty (30) days of delivery of said Equipment.
- 2.4.7.** Services provided to a Purchasing Entity under an Order shall not be deemed completed until that Purchasing Entity has reviewed the Services, ensured that all Services were completed in accordance with the Order and have been accepted by the Purchasing Entity in accordance with the terms and conditions set forth in this Participating Addendum and the Master Agreement.

2.5. Ordering Support

- 2.5.1.** Contractor shall provide the State and each Purchasing Entity with the contact information for the individual or individuals within Contractor's organization who are assigned to handle questions and resolve problems that Purchasing Entity may have in relation to the Work or an Order. This includes, but is not limited to, technical assistance regarding the installation or operation of the Equipment.
- 2.5.2.** Contractor shall make personnel available from 8:00 a.m. to 5:00 p.m. Mountain Time, as adjusted for daylight savings time, at a minimum, each Business Day as necessary to handle questions from Purchasing Entities and resolve problems.
- 2.5.3.** Contractor shall make all of these individuals available by phone (both through a local number and a toll-free number), fax and email at all times that the individual is available to handle questions and resolve problems received by Contractor.
- 2.5.4.** Contractor shall provide all of these individuals with the ability to access the account information and other information relating to the State or Purchasing Entities to be able to respond to questions and resolve problems relating to any Order, including, without limitation, the status of Orders, delivery, back-orders, pricing, discounts, product availability, product information, and accounts and billing.
- 2.5.5.** Contractor shall provide all training to Purchasing Entities necessary for those Purchasing Entities to place Orders and properly use the Goods and Services.
- 2.5.6.** Training on placing Orders shall include, without limitation, training on aspects of ordering, online ordering, product delivery, product returns, and Contractor's customer service processes, as requested by the Purchasing Entity.
- 2.5.7.** Training on properly using the Goods and Services shall include, without limitation, training and providing information on energy efficiency of Goods, new features, opportunities for manufacturer/certified set up and training, Environmentally

Preferable Products, and other services or options that are offered or available related to the Goods and Services, as requested by the Purchasing Entity.

- 2.5.8.** If a Purchasing Entity gives Contractor notice of breach or terminates an Order because of Contractor's breach of that Order, Contractor shall provide notice to the State of that breach or termination within five (5) Business Days following Contractor's receipt of that notice of breach or termination.

2.6. Marketing

- 2.6.1.** If Contractor desires to distribute any materials, notices or literature with the intent to market the Goods or Services ("Marketing Materials"), Contractor shall deliver all such Marketing Materials to the State for review and approval prior to distributing any such materials to a Purchasing Entity.
- 2.6.2.** The State will review submitted Marketing Materials and may approve, deny or request changes to any Marketing Materials in its sole discretion. If the State requests changes, Contractor may make those changes or may choose to rescind its submission for review and approval.
- 2.6.3.** Contractor shall not distribute any marketing materials to any Purchasing Entity prior to receiving the State's approval of those Marketing Materials.
- 2.6.4.** The State shall not be responsible for maintaining any mailing lists or creating, printing, mailing or distributing any of Contractor's Marketing Materials, though the State may distribute Marketing Materials in its sole discretion.

3. EQUIPMENT COMPLIANCE

3.1. EnergyStar

All equipment identified as EnergyStar compliant shall be delivered and installed with the EnergyStar or similar power management features enabled.

3.2. Remanufactured Equipment

- 3.2.1.** Contractor shall offer Remanufactured or Refurbished equipment that is certified by the Manufacturer. All Remanufactured or Refurbished equipment will be clearly labeled as Remanufactured equipment.
- 3.2.2.** Pricing will be based on a quote and on an Individual Case Basis (ICB). All quotes will also provide the fixed annual maintenance rate, per the Master Agreement, for years 2-5.
- 3.2.3.** Remanufactured equipment shall come with a one (1) year all-inclusive as new-warranty and Contractor shall be able to provide maintenance for years 2-5 that includes all service, labor, software maintenance, and parts.
- 3.2.4.** If Contractor is not able to provide maintenance (including parts), then Contractor shall provide, entirely at their expense, a replacement piece of equipment and/or software.
- 3.2.5.** Any replacement equipment shall have the equal or greater performance and

functionality as the original equipment, and shall incorporate the remaining duration of the original five (5) year maintenance plan (including maintenance on the replacement equipment) at no additional charge.

4. TRAINING

4.1. Training

- 4.1.1.** Upon delivery and installation of specified equipment, the Contractor shall provide training to personnel designated by the Purchasing Entity.
- 4.1.2.** Operational training must be provided to the designated personnel until the personnel are able to operate the equipment independently.
- 4.1.3.** The amount of training is determined by the complexity of the Equipment.
- 4.1.4.** Installed product and system training shall be included in the price.
- 4.1.5.** All training will be performed at the Purchasing Entity's specified location, via remote or electronic delivery.
- 4.1.6.** Site required training will be at no additional charge if the equipment is either under warranty or under an active maintenance plan.
- 4.1.7.** Contractor shall provide additional training at the Purchasing Entity's request, throughout the Useful Life of the Equipment. This training will be conducted upon mutual written agreement between Contractor and Purchasing Entity.
- 4.1.8.** Contractor shall be responsible for the cost of all travel, lodging and food incurred on Contractor's behalf; no charges will be passed onto the Purchasing Entity.

4.2. Instruction Manuals

A detailed Instruction Manual shall be provided to the Purchasing Entity at no additional cost for each piece of equipment that is purchased or leased.

5. INSTALLATION AND INTEGRATION

- 5.1.** All equipment prices shall include installation, with the exception of integrated software solutions and Production Equipment.
- 5.2.** Contractor may charge the contracted rate for integrated software and Production Equipment installation. The total number of hours/days needed shall be agreed to, in writing, before any installation or integration services may be initiated. The Contractor shall charge only for actual costs incurred.
- 5.3.** If a Contractor needs to utilize special rigging (e.g. a crane) where the Purchasing Entity does not have an elevator accessible for moving the equipment, they may charge the hourly installation/integration rate. However, all rigging charges shall be mutually agreed to, in writing, before Work begins.
- 5.4.** Contractor shall affix a label or a decal to the equipment at the time of installation which shows warranty period by dates, and the name, address, and telephone number of Contractor or

Authorized Dealer responsible for warranty service of the equipment.

- 5.5. Contractor and the Purchasing Entity shall, prior to Order placement, review the installation location to ensure the proposed location meets the Manufacturer's installation criteria.
- 5.6. If special installation is required, the Contractor and Purchasing Entity shall agree in writing, to the total cost of the installation.
- 5.7. Should the proposed installation location not meet established installation criteria, the Contractor and the Purchasing Entity shall attempt to locate an alternate mutually agreeable location for the equipment.

6. SOFTWARE PURCHASES OR SUBSCRIPTIONS

- 6.1. Software acquired under this Participating Addendum shall be specific to the needs of mail operations.
- 6.2. All Orders shall reference a manufacturer's most recent release or version of the product, unless the Purchasing Entity specifically requests in writing a different version.
- 6.3. Maintenance shall be available for all software licenses purchased.
- 6.4. Software subscriptions shall not be subject to automatic renewals.
- 6.5. Software maintenance shall include all software updates and patches and shall be available to all Purchasing Entities. Any new releases of software versions (upgrades) would be chargeable to all Purchasing Entities.
- 6.6. Contractor shall be responsible for communicating all updates, patches, and new releases/versions to all Purchasing Entities.
- 6.7. No additional fee shall be charged for installation of the software upgrades.
- 6.8. Contractor shall be responsible for postage scale software licensing.
- 6.9. **Embedded Software.** Transfer of title to the Equipment that included embedded software must include an irrevocable and perpetual license to use any Embedded Software in the Equipment.

7. EQUIPMENT MAINTENANCE

7.1. Overview

- 7.1.1. Contractor shall offer a full service maintenance agreement, which includes, but is not limited to, all parts, labor and time, and Preventative Maintenance.
- 7.1.2. It shall be at the Purchasing Entity's discretion as to whether they choose to enter into a maintenance agreement with Contractor for purchased equipment.
- 7.1.3. Contractor shall provide technical support throughout the duration of the maintenance agreement.
- 7.1.4. If a Purchasing Entity requires a 24 hr/7 days per week maintenance agreement, then Contractor shall provide pricing based on an Individual Case Basis (ICB), through a quote process.

- 7.1.5.** Maintenance shall be available from Contractor for five (5) years beyond the equipment purchase date, and ten (10) years beyond the purchase date for Legacy equipment, except for equipment which Contractor has sunset or is subject to discontinuation due to USPS regulation.
- 7.1.6.** All leased Equipment and postage meters shall come with a full service maintenance agreement.
- 7.1.7.** Preventative Maintenance shall be scheduled according to manufacturer requirements.
- 7.1.8.** Consumable Supplies shall be billed separately from maintenance payments.
- 7.1.9.** If Contractor is called due to non-performance of Equipment, and Contractor determines that the issue is due to an excluded event per Section 7.2 below, they will notify the Purchasing Entity of such. If the Equipment is under a Maintenance Agreement or within the initial 12-month warranty period, Contractor will not charge Purchasing Entity for the diagnostic call. If however, the Equipment is no longer under warranty or the Purchasing Entity does not have a Maintenance Agreement, then Contractor shall charge the Purchasing Entity their hourly service rate, providing such rate does not exceed Master Agreement pricing.

7.2. Coverage Exclusions

- 7.2.1.** De-installation or Equipment moves.
- 7.2.2.** Maintenance or repairs due to Purchasing Entity's failure to maintain or use the equipment according to Contractor specifications.
- 7.2.3.** Maintenance or repairs due to Purchasing Entity's changes to the design of the Equipment, or mechanical, electrical, electronic interconnections, or the attachment of other parts or components to the equipment.
- 7.2.4.** Maintenance repairs due to Purchasing Entity negligence, accidents, or relocation of products.
- 7.2.5.** Maintenance or repairs due to Purchasing Entity or third-party performing unauthorized maintenance on Equipment.
- 7.2.6.** Maintenance or repairs due to Purchasing Entity exceeding published performance specifications or recommended monthly volume limits for the Equipment.
- 7.2.7.** Maintenance or repairs due to Purchasing Entity's use of parts, consumables, or other supplies that do not comply with Contractor's specifications.
- 7.2.8.** Rebuilding or major overhauls of the Equipment which Contractor determines are necessary.
- 7.2.9.** Purchasing Entity training on Equipment, and application configuration and set-up, beyond the initial training provided by Contractor.

7.3. Purchased Equipment

7.3.1. The initial term of the maintenance agreement shall be for one (1) year.

7.3.2. Maintenance Agreements shall not be subject to automatic renewals.

7.4. Leased Equipment and Postage Meter Rentals

The term of the maintenance agreement shall be equal to the term of the Lease to Own, FMV Lease, Cancellable Rental and/or Postage Meter Rental Agreement

8. SERVICE LEVEL STANDARDS

- 8.1.** Contractor shall adhere to a two (2) hour response time (acknowledgement), within regular business hours, of all written or oral notices of a service requirement due to an equipment breakdown.
- 8.2.** A service technician shall be on site at the Purchasing Entity's location before close of business or within four (4) hours at the start of the next business day.
- 8.3.** All parts that require maintenance by a service technician are to be included and considered part of the service repair plan. Failed and/or defective parts shall be replaced at no additional charge to the Purchasing Entity.
- 8.4.** Contractor shall provide software support for all applicable equipment.
- 8.5.** Contractor shall maintain a service log for each piece of equipment at each Purchasing Entity location, and the service log shall be available for review upon request by the State or Purchasing Entity.
- 8.6.** Contractor shall supply loaner equipment at equal or greater functionality, at no additional charge, for any inoperable equipment exceeding three (3) business days from time of diagnosis.
- 8.7.** Contractor may offer, in lieu of loaner equipment, an alternative that is mutually agreed to in writing by Contractor and Purchasing Entity. This alternative shall not exceed the standard repair period, and must be agreed upon prior to the Purchasing Entity's equipment being picked up for repair.
- 8.8.** If a Contractor is called due to non-performance of a device, and the Contractor determines that the issue is with an excluded item and not their product, they will notify the Purchasing Entity. If the equipment is under a maintenance agreement or in the initial one-year warranty period, there will be no cost to the Purchasing Entity for the diagnostic call. If the equipment is not under warranty or a maintenance plan, then the Contractor may charge their hourly contracted rate.

9. EQUIPMENT PERFORMANCE

- 9.1.** Equipment at each Purchasing Entity location shall maintain, at all times, a 95% or better uptime.
- 9.2.** Downtime shall be computed from the time the Contractor is notified of equipment failure until the equipment is fully operational.
- 9.3.** Equipment that does not meet the performance standard of 95% for a two (2) consecutive

month period or for three (3) months in a rolling twelve (12) month period, shall be replaced by the Contractor with equal or better equipment.

- 9.4.** Equipment failure may not be attributed to the use of recycled paper and/or recycled/remanufactured supplies, as long as those products meet the specifications set by the USPS.
- 9.5.** Contractor shall grant a credit to the Purchasing Entity for any Equipment which fails to perform at the level defined in this Section 9. The credit shall be equivalent to the percentage of down time experienced within that month.
- 9.6.** Contractor may elect to replace a defective component in Production Equipment. The Purchasing Entity shall notify the Contractor in writing if the replacement does not resolve the issue. This written notification will act as a cure notice, allowing the Contractor thirty (30) days to have a resolution in place.
- 9.7.** After the warranty period has expired, the amount of the credit that Contract shall provide to the Purchasing Entity shall be equal to the amount the Purchasing Entity paid at the time of purchase, or has paid on their lease.
- 9.8.** If any Equipment or software is not functional within sixty (60) days of it being correctly installed and ready for use, the Purchasing Entity may return the Equipment or software for a full refund of any amounts paid, including lease and maintenance payments. Purchasing Entity shall also be able to cancel their lease agreement without incurring any fees or charges to do so, including any charges associated with the return of the Equipment or software.

10. EQUIPMENT RELOCATION SERVICES

- 10.1.** Equipment Relocation Services include dismantling, packing, transporting and re-installing equipment at the Purchasing Entity's request.
- 10.2.** No additional charges shall be incurred for fuel or tolls.
- 10.3.** Contractor shall charge for equipment moves, according to the following table:

Move Zone	Distance from the Original Device Placement	Allowable Charge
Zone 1	100 yards or less; or within the same building	No charge allowed*
Zone 2	Between Zone 1 and 50 miles	Flat fee
Zone 3	Greater than 50 miles	Per mile fee

*Contractor may charge Purchasing Entity a mutually agreed upon price for special rigging in the event a Purchasing Entity's demographics require such rigging for Move Zone 1 relocations. The price shall be agreed upon in writing by Contractor and Purchasing Entity prior to any equipment relocation in Zone 1.

11. REPLACEMENT OF UNSATISFACTORY EQUIPMENT

- 11.1.** Contractor shall grant a credit for any equipment which fails to perform at the effectiveness

level defined in §9.1 of this Exhibit C.

- 11.2. The credit shall be equivalent to the percentage of down time experienced within that month.
- 11.3. Contractor may elect to replace an individual component or section that is defective in Production equipment. The Purchasing Entity shall notify the Contractor in writing if the repair does not resolve the issue. This written notification will act as a cure letter allowing thirty (30) days to have resolution plan in place.
- 11.4. During the warranty period, unsatisfactory equipment performance will require an even exchange of equipment of equal or greater performance at no additional cost.
- 11.5. After the warranty period, the credit value shall be the amount paid at the time of purchase.
- 11.6. If Equipment or software is not functional after sixty (60) days of delivery, the Purchasing Entity may return it for a full refund, or cancel any rental or lease agreement with no fees or charges of any kind.

12. SUPPLIES RETURN POLICY

- 12.1. Contractor shall reimburse Purchasing Entity for the price paid for products (excluding ink and toner) received back in resalable condition (unused/unopened) within thirty (30) days of the purchase date.
- 12.2. If the return is due to a defect in the product, or the Purchasing Entity upgrades their equipment, Contractor shall reimburse the price paid for the products if received back within six (6) months of the purchase date.
- 12.3. Shipping and handling charges associated with the product shall not be reimbursed by Contractor, unless the return is due to damaged/defective product, or as a result of an incorrect shipment. All reimbursements will be applied to the original method of payment for the product.

13. PERIODIC BUSINESS REVIEWS

- 13.1. The State may schedule periodic business reviews to review Contractor's performance under this Participating Addendum.
- 13.2. Contractor shall ensure personnel assigned to the Participating Addendum are available for these meetings with the State as scheduled by the State.
- 13.3. Contractor's key personnel designated in §1.2 of this **Exhibit C** shall be available for all regularly scheduled meetings between Contractor and the State, unless the State has granted prior, written approval otherwise.

14. CLOSEOUT PERIOD

- 14.1. This Participating Addendum shall have a Closeout Period that begins thirty (30) days prior to the expiration of this Participating Addendum and continues until the State has determined that all Work has been completed.
- 14.2. During the Closeout Period, Contractor shall complete all of the following, as directed by the State:

- 14.2.1.** Notify any Subcontractors of the termination of the Participating Addendum, as directed by the State.
- 14.2.2.** Upon expiration or termination of this Participating Addendum, remove all references to the State's Participating Addendum from its websites, materials and other documentation, and inform entities that Contractor no longer has a Participating Addendum with the State.
- 14.2.3.** The Closeout Period may extend past the termination of the Participating Addendum. The State will perform a closeout review to ensure that Contractor has completed all requirements of the Closeout Period. If Contractor has not completed all of the requirements of the Closeout Period by the date of the termination of the Participating Addendum, then any incomplete requirements shall survive termination of the Participating Addendum.

15. PRICING AND PRODUCTS

15.1. Price Lists

- 15.1.1.** The pricing is located on the State's dedicated website, and is incorporated into this Participating Addendum by reference.
- 15.1.2.** The State may publish any pricing information under this Participating Addendum, including, without limitation, the pricing shown in **Exhibit D, Product and Price List**, on the State's website and any other website as the State determines is necessary or efficient to facilitate the use of this Participating Addendum by Purchasing Entities.
- 15.1.3.** If Contractor modifies any of its prices in accordance with the Master Agreement, or discontinues any item shown on the existing pricing information, Contractor shall provide updated pricing information to the State for the State to publish.
- 15.1.4.** Changes in product and pricing must be approved by the lead state and shall be effective when published on the dedicated State website.

15.2. Ceiling Prices

The prices listed in **Exhibit D** are Ceiling Prices. Contractor may offer lower prices to Purchasing Entities, and Purchasing Entities may negotiate lower prices with Contractor, without the review or approval of the State.

16. ADDITIONAL TERMS

- 16.1.** Contractor shall complete the Work as described in this Participating Addendum and in accordance with any Purchasing Entity's Order. Contractor personnel shall work cooperatively with State and Purchasing Entity staff to ensure the completion of the Work.
- 16.2.** Any additional terms and conditions on any invoice, statement, Contractor time-sheet, website, electronic license or use agreement or any other form, including, without limitation, terms regarding indemnification, limitation of liability, cancellation fees, choice of law and binding arbitration shall be void and unenforceable except to the extent that they are specifically included

in this Participating Addendum or an Order. The signature of any employee of a Purchasing Entity on any such form shall be effective to establish completion of Services and shall not make any term of that form enforceable.

EXHIBIT D, PRODUCTS AND PRICE LIST

1. PRODUCT CATEGORIES

A. Bursting Equipment Production

- i)** Able to burst cut sheet.
- ii)** Able to burst at the perforation.
- iii)** Stack sequentially and continuous multipart documents.
- iv)** Burst at the horizontal perforations.
- v)** Burst various locations of perforations.

B. Envelope Addressing System – Ink Jet – Low Volume

- i)** Label speed up to 2,500, #10 envelopes per hour.
- ii)** Applies address information directly to envelopes.
- iii)** Adjustable printing positioning from side-to-side and top-to-bottom of document.
- iv)** Adjustable print resolution.
- v)** Scalable fonts.
- vi)** Interface with Windows-based software.
- vii)** Includes digital counter.

C. Envelope Addressing System – Ink Jet – Medium Volume

- i)** Label speed up to 5,000, #10 envelopes per hour.
- ii)** Applies address information directly to envelopes.
- iii)** Adjustable printing positioning from side-to-side and top-to-bottom of document.
- iv)** Adjustable print resolution.
- v)** Interface with Windows-based software.
- vi)** Includes digital counter.

D. Envelope Addressing System – Ink Jet – High Volume

- i)** Label speed up to 24,999, #10 envelopes per hour.
- ii)** Applies address information directly to envelopes.
- iii)** Adjustable printing positioning from side-to-side and top-to-bottom of document.
- iv)** Adjustable print resolution.
- v)** Multiple print heads.
- vi)** Print USPS Bar Codes.

- vii) Scalable fonts.
- viii) Interface with Windows-based software.
- ix) Includes digital counter.

E. Envelope Addressing System – Ink Jet – Production

- i) Label speed up to 25,000, #10 envelopes per hour.
- ii) Applies address information directly to envelopes.
- iii) Adjustable printing positioning from side-to-side and top-to-bottom of document.
- iv) Adjustable print resolution.
- v) Multiple print heads.
- vi) Movable print heads.
- vii) Print USPS Bar Codes.
- viii) Scalable fonts.
- ix) Interface with Windows-based software.
- x) Includes digital counter.

F. Envelope Mail Labeler – Low Volume

- i) Label speed up to 5,000, #10 size envelopes per hour.
- ii) Applies permanent (peel off) labels ranging in size from 1” to 4” high and maximum backing strip of 6”.
- iii) Adjustable label positioning from side-to-side and top-to-bottom of document.
- iv) Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- v) Includes digital counter.

G. Envelope Mail Labeler – Medium Volume

- i) Label speed up to 10,000, #10 envelopes per hour.
- ii) Applies permanent (peel off) labels ranging in size from 1” to 4” high and maximum backing strip of 6”.
- iii) Adjustable label positioning from side-to-side and top-to-bottom of documents.
- iv) Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- v) Includes digital counter.

H. Envelope Mail Labeler – High Volume

- i) Label speed up to 15,000, #10 envelopes per hour.

- ii) Applies permanent (peel off) labels ranging in size from 1" to 4" high and maximum backing strip of 6".
- iii) Adjustable label positioning from side-to-side and top-to-bottom of documents.
- iv) Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- v) Includes digital counter.

I. Envelope Mail Labeler – Production

- i) Label speed up to 25,000, #10 envelopes per hour.
- ii) Applies permanent (peel off) labels ranging in size from 1" to 4" high and maximum backing strip of 6".
- iii) Adjustable label positioning from side-to-side and top-to-bottom of documents.
- iv) Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- v) Includes digital counter.

J. Extractors

- i) Processes up to 3,000 pieces per hour.
- ii) One, two or three-sided opening.
- iii) Includes counting and monitoring system that counts pieces processed.
- iv) Capable of processing various sizes of intermixed mail up to and including #11 envelopes with heights up to 5 1/4".

K. Folders/Inserters - Low Volume

- v) Automatic.
- vi) Completes standard or customer folds.
- vii) Handles paper from 3 1/8"x4" and 9 1/2"x14".
- viii) Processes up to 1,500 sheets per hour minimum.
- ix) Feeds, collates, folds, and inserts material into envelopes.
- x) Jobs can be pre-programmed.

L. Folder/Inserters - Medium Volume

- i) Automatic.
- ii) Completes standard or custom folds.
- iii) Handles paper from 3-1/8" x 4" x 9.5" x 14"
- iv) Processes up from 1,501 – 4,999 sheets per hour minimum.

- v) Feeds, collates, folds and inserts material into envelopes.
- vi) Jobs can be pre-programmed.

M. Folders/Inserters - High Volume

- i) Automatic.
- ii) Completes standard or custom folds.
- iii) Handles paper from 3-1/8" x 4" x 9.5" x 14"
- iv) Processes up from 5,000 – 9,999 sheets per hour minimum.
- v) Feeds, collates, folds and inserts material into envelopes.
- vi) Jobs can be pre-programmed.

N. Folders/Inserters - Production

- i) Automatic.
- ii) Completes standard or custom folds.
- iii) Handles paper from 3-1/8" x 4" x 9.5" x 14"
- iv) Processes over 10,000 sheets per hour minimum.
- v) Feeds, collates, folds and inserts material into envelopes.
- vi) Jobs can be pre-programmed.

O. Inserters - Production

- i) Processes up to 5,500 sheets per hour minimum.
- ii) Feeds, collates, folds and inserts material into envelopes.
- iii) Jobs can be pre-programmed.

P. Integrated Postal Scales

- i) Capable of interfacing with postage meter.
- ii) Includes variety of rates including: Standard, First Class, Priority Mail, Certified Mail, Return Receipt Registered, C.O.D., Insured, Registered, Bulk Rates, etc.
- iii) Includes keyboard graphics, operator prompts and menu selections.
- iv) Special carrier rates.
- v) Capable of weighing to a 32nd of an ounce, displaying in increments of 0.5 oz.
- vi) Must set postage meter electronically by the touch of one button.
- vii) Must include postal rate changes at no additional cost throughout the lease or maintenance contract.

Q. Letter Folders - Low Volume

- i) Automatic.
- ii) Folds up to 10,000 sheets per hour minimum.
- iii) Completes standard or custom folds.
- iv) Handles at a minimum, 3 1/8" x 4" and 9 1/2" x 14" paper.

R. Letter Folders - High Volume

- i) Automatic.
- ii) Folds more than 20,000 sheets per hour minimum.
- iii) Completes standard or customer folds.
- iv) Handles at a minimum, 3 1/8" x 4" and 12" x 18" paper.
- v) Able to process multiple folds.

S. Letter Openers - Low Volume

- i) Includes feeder and stacker, variable trim control.
- ii) Processing speed up to 10,000 pieces per hour minimum.
- iii) Self-sharpening trim blade adjusts to allow for narrow or wide cut.
- iv) Includes tray that collects eighty (80) #10 opened envelopes and trimmings.

T. Letter Openers - High Volume

- i) Includes feeder and stacker, variable trim control.
- ii) Processing speed over 20,000 pieces per hour minimum.
- iii) Self-sharpening trim blade adjusts to allow for narrow or wide cut.
- iv) Includes tray that collects 150 opened envelopes and trimmings.

U. Mailing Equipment – Mailing Systems – Ultra Low Volume

- i) Digital or IBI (Information Based Indicia) Operation to conform with all USPS requirements.
- ii) Manual feed.
- iii) Must meter and date envelopes.
- iv) Handles mail envelopes from 3 1/2" x 5" to 12" x 15".
- v) Interfaces with postage scales.
- vi) Must include locking key or security feature.
- vii) Must imprint postage for \$0.01 to \$99.99
- viii) Must have replaceable ink cartridge.
- ix) Must have wet or dry tape system for oversize packages.

V. Mailing Equipment – Mailing Systems – Low Volume

- i) Digital or IBI (Information Based Indicia) Operation to conform with all USPS requirements.
- ii) Minimum feed speed of 30 pieces/minute.
- iii) Must meter, seal and date envelopes.
- iv) Handles mail envelopes from 3 ½"x5" to 12"x15".
- v) Interfaces with postage scales.
- vi) Must include locking key or security feature.
- vii) Must imprint postage for \$0.01 to \$99.99
- viii) Must have replaceable ink cartridge.
- ix) Must have wet or dry tape system for oversize packages.

W. Mailing Equipment – Mailing Systems – Medium Volume

- i) Digital or IBI (Information Based Indicia) Operation to conform with all USPS requirements.
- ii) Minimum feed speed of 45 pieces/minute.
- iii) Must meter, seal and date envelopes.
- iv) Handles letters and large envelopes up to 3/8" thick and 7 ½" wide.
- v) Interfaces with postage scales up to 100 lbs.
- vi) Includes tape dispenser for parcel.
- vii) Must include locking key or security feature.
- viii) Must imprint postage for \$0.01 to \$99.99
- ix) Must have replaceable ink cartridge.
- x) Must include water reservoir with water level indicator.
- xi) Must have sealed and non-sealed modes.

X. Mailing Equipment – Mailing Systems – High Volume

- i) Digital or IBI (Information Based Indicia) Operation to conform with all USPS requirements.
- ii) Minimum feed speed of 200 pieces/minute.
- iii) Must meter, seal and date envelopes.
- iv) Handles letters and large envelopes up to 3"x5" to 13"x13".
- v) Interfaces with postage scales up to 100 lbs.
- vi) Includes tape dispenser for parcel.

- vii) Must include locking key or security feature.
- viii) Must imprint postage for \$0.01 to \$99.99
- ix) Must have replaceable ink cartridge.
- x) Must include water reservoir with water level indicator.
- xi) Must have sealed and non-sealed modes.

Y. Mailing Equipment – Mailing Systems – Production

- i) Digital or IBI (Information Based Indicia) Operation to conform with all USPS requirements.
- ii) Minimum feed speed of 300+ pieces/minute.
- iii) Must meter, seal and date envelopes.
- iv) Handles letters and large envelopes up to 3"x5" to 13"x13".
- v) Interfaces with postage scales up to 100 lbs.
- vi) Includes tape dispenser for parcel.
- vii) Must include locking key or security feature.
- viii) Must imprint postage for \$0.01 to \$99.99
- ix) Must have replaceable ink cartridge.
- x) Must include water reservoir with water level indicator.
- xi) Must have sealed and non-sealed modes.

Z. Mailroom Furniture

Furniture offered under this category must be utilized for mailroom operations only, and must compliment or enhance the features or usability of the Equipment listed in this **Exhibit D**.

AA. Postage Meter (includes Legacy Postage Meters)

- i) Digital postage meters must have display that provides date, piece-count, postage used, and postage unused.
- ii) Must be refillable by phone and/or electronically on a master account or paid by a credit card.
- iii) Must imprint postage from \$0.01 to \$99.99.
- iv) No administrative fees for postage meter refills.

BB. Pre-sorting Equipment - Production

- i) Minimum monthly volume of 100,000.
- ii) Ability to sort various sizes of envelopes, flats and packages.
- iii) Multiple Stations.

- iv) Various rates of speed.
- v) Ability to process the entire range of USPS.

CC. Pressure Sealing – Production

- i) Creates a single piece mailer from a full range of stock or custom forms.
- ii) Creates a single piece mailer with a continuous seal formed to ensure security and confidentiality.
- iii) Must be able to detect when “double documents” are processed.
- iv) Must be able to detect document jams during production.
- v) Must have emergency shut off/safety device.

DD. Software Integration

Consulting services provided by Contractor that includes, but is not limited to, the process of ensuring that mailroom applications are synergistic.

EE. Software License and Subscription

- i) Commercial off-the-shelf (COTS) and customized mail room related software utilized by mailing equipment (e.g. tracking software or accounting software) and purchased/leased on either a monthly or annual basis.
- ii) All software is specifically utilized only for mailing equipment operations.
- iii) Includes licensing, software maintenance, technical support, and updates.
- iv) All installations performed by Contractor.
- v) Updates performed by Contractor or Purchasing Entity.

FF. Supplies/Consumables

- i) All Supplies/Consumables needed to operate the mailing device or equipment.
- ii) Regular paper is not included.
- iii) Labels for addressing and other mail room purposes are included.

GG. Tabbers – Low Volume

- i) Complies with all USPS regulations.
- ii) Single-tab speeds up to 15,000/hr.
- iii) Multiple tabbing options (paper, clear translucent, with/without perforation, etc.)
- iv) Easy programming and set-up.
- v) Automatic size adjusting (accepts various tab sizes).
- vi) Accepts various types and sizes of media.

HH. Tabbers – Medium Volume

- i) Complies with all USPS regulations.
- ii) Single-tab speeds up to 15,001 – 22,000/hr.
- iii) Multiple tabbing options (paper, clear translucent, with/without perforation, etc.)
- iv) Easy programming and set-up.
- v) Automatic size adjusting (accepts various tab sizes).
- vi) Accepts various types and sizes of media.

II. Tabbers – High Volume

- i) Complies with all USPS regulations.
- ii) Single-tab speeds up to 22,001 – 50,000/hr.
- iii) Multiple tabbing options (paper, clear translucent, with/without perforation, etc.)
- iv) Easy programming and set-up.
- v) Automatic size adjusting (accepts various tab sizes).
- vi) Accepts various types and sizes of media.

JJ. Tabbers – Production

- i) Complies with all USPS regulations.
- ii) Single-tab speeds greater than 50,000/hr.
- iii) Multiple tabbing options (paper, clear translucent, with/without perforation, etc.)
- iv) Easy programming and set-up.
- v) Accepts various types and sizes of media.

2. PRICING

The pricing is located on the State's dedicated website, and is incorporated into this Participating Addendum by reference.

ATTACHMENT 1, PITNEY BOWES EQUIPMENT PURCHASE TERMS AND CONDITIONS

PITNEY BOWES TERMS

Thank you for choosing Pitney Bowes products and services. These Terms and the executed order (the “**Order**”) make up your agreement with Pitney Bowes (this “**Agreement**”). Please read this Agreement carefully.

Let’s start with a few definitions that should help you better understand your agreement. “**PBI**” means Pitney Bowes Inc. “**Pitney Bowes**” means PBI and its subsidiaries. “**We**”, “**our**” or “**us**” refers to the Pitney Bowes companies with whom you’ve entered into the Order. “**You**” or “**your**” refers to the entity identified on the Order. “**Meter**” means any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+®, a SendPro® P series or a SendPro C series mailing system, the postal security device that accounts for and enables postage to be purchased and printed (“PSD”), and (ii) in the case of all other mailing systems, the PSD, the user interface or keyboard and display and the print engine. “**Meter Services**” means access to the PSD to download, account for, and enable printing of postage within a PBI Postage Evidencing System as defined in Title 39, Part 501 of the Code of Federal Regulations (“**CFR**”); USPS mandated processes associated with the PSD, including registration, usage reporting and withdrawal; repair or replacement of the PSD as described in Section 18; and the Soft-Guard Program outlined in Section 20. “**Equipment**” means the equipment listed on the Order, excluding any Meter or standalone software.

The provisions included in these Terms consist of: (i) General Terms; (ii) a Service Level Agreement; (iii) Equipment Rental and Meter Services Terms; (iv) an Acknowledgement of Deposit required by the United States Postal Service in any transaction involving a Meter; and (v) provisions relating to specific products.

GENERAL TERMS

1. Warranties

We warrant that all PBI-branded equipment (“**PBI Equipment**”) will be free from defects in material and workmanship and will perform according to the operator guides for a period of ninety days from the date (i) the PBI Equipment is installed at your location when PBI installs the PBI Equipment for you or (ii) the PBI Equipment is delivered to you when you can install it yourself. The DI2000™ inserting system has its own unique warranty that you can see at pitneybowes.com/us/di2000-terms.html.

- (a) A defect doesn’t include the failure of rates within a rate update to conform to published rates.
- (b) We warrant that any service (“**Service**”) we perform under the Service Level Agreement set out in Sections 10 through 15 (the “**SLA**”) will be performed in a professional and workmanlike manner.
- (c) YOUR SOLE REMEDY FOR A WARRANTY CLAIM IS TO HAVE US REPAIR OR REPLACE THE PBI EQUIPMENT OR, IN THE CASE OF DEFECTIVE SERVICE, REPERFORM THE SERVICE.
- (d) There is no warranty for PBI Equipment that needs to be repaired or replaced because of any Excluded Circumstance. “**Excluded Circumstance**” is a circumstance outside of PBI’s control, including an accident, your negligent or reckless use of the equipment, use of the equipment which exceeds our recommendations or in a way not authorized by this Agreement or any operator guide, use of the equipment in an environment with unsuitable humidity, line voltage, damage in transit, software virus, loss of data, loss or fluctuation of power, fire, flood or other natural causes, and other external forces beyond our control, servicing of the equipment by someone other than us, failure to use required software updates, use of the equipment with any system where we have told you that we will no longer provide support or that we have advised

you is no longer compatible, or use of third party supplies (such as ink), hardware or software that results in (i) damage to equipment (including damage to printheads), (ii) poor indicia, text or image print quality, (iii) indicia readability failures or (iv) a failure to print indicia, text or images.

- (e) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with or within the PBI Equipment may be reclaimed, reconditioned or remanufactured. These items are warranted to perform according to the same standards as the equivalent new item.
- (f) The warranty doesn't cover ink, integrated printhead/ink cartridges, ink rollers, toner and drum cartridges, ribbons and similar items ("Consumable Supplies").
- (g) EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELF AND OUR SUPPLIERS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE EQUIPMENT OR SERVICES. WE MAKE NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. WE AGREE TO PASS THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT PERMITTED.

2. Limitation of Liability

OUR TOTAL LIABILITY (INCLUDING ANY LIABILITY OF OUR SUPPLIERS) IS LIMITED TO THE FEES PAID BY YOU FOR THE APPLICABLE EQUIPMENT OR SERVICES. NEITHER WE NOR OUR SUPPLIERS IS LIABLE FOR ANY: (I) DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT OR YOUR NEGLIGENT ACTS OR OMISSIONS OR (II) INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL LOSS, OR LOST PROFITS, DATA OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT. THE LIMITATION OF LIABILITY SHALL BE IN ADDITION TO ANY INSURANCE COVERAGE REQUIRED UNDER THE CONTRACT, BUT IN NO EVENT WILL THE LIABILITY COVERAGE EXCEED ACTUAL DAMAGES INCURRED.

3. Default and Remedies

- (a) If you don't make any payment within fifteen days after the due date shown on our invoice, you breach any other obligation under this Agreement or under any other agreement with Pitney Bowes and such breach continues for thirty days after we give you notice or you become insolvent or file for bankruptcy, you will be in default and we may:
 - i. cancel this Agreement;
 - ii. require you to pay to us immediately all amounts payable under the Lease then due or payable in the future;
 - iii. disable the Meter;
 - iv. require you to return the Equipment and Meter, and delete or remove software; and deny you access to software;
 - v. if you don't return the Equipment, require you to immediately pay to us an amount equal to the value of the Equipment, as determined by us and agreed to by you;
 - vi. charge you a 1% late charge on the outstanding balance, for each month that your payment is late;
 - vii. charge you a check return fee for payments made by you with insufficient funds; and;
 - viii. pursue any other remedy, including repossessing the Equipment and Meter without notice to you. To the extent permitted by law, you waive any notice of our repossession or disposition of the Equipment or Meter. By repossessing the Equipment or Meter, we aren't waiving our right to collect the balance due.
- (b) We may suspend any services during any period that your account is more than thirty days past due.

4. Taxes

You agree to pay us for all applicable sales, use, property or other taxes (excluding taxes on net income) related to the Equipment purchase or Meter Services agreement based on the Equipment, Equipment location, Meter and Meter location. We will determine the amount of all property and similar taxes to be charged to you based on our reasonable valuation of the Equipment or of the Meter, taking into consideration tax rates and depreciation.

5. Embedded Software; Applications

- (a) Our Equipment may contain embedded software. For embedded software, you agree that: (i) we and our licensors own the copyrights and other intellectual property to it; (ii) you are licensed only to use it with our Equipment in which it resides; (iii) you won't copy, modify, de-compile, or attempt to unbundle, reverse engineer or create derivative works of it; and (iv) you won't distribute or disclose it (or any portion) to anyone. Technical support for embedded software will be given according to the SLA covering the Equipment with the embedded software.
- (b) Certain products and services may provide you an opportunity to access applications provided by us or a third party. These applications may have their own terms and conditions applicable to your use of the applications located within them.

6. Internet Access Point and Analog Connectivity

- (a) The internet connectivity for the Equipment or Meter may use an internet access point provided by us. You may only use this access point for connectivity between the Equipment or Meter and the internet and for no other purpose. You agree to pay all costs resulting from the use of the access point in violation of this restriction.
- (b) **IF YOU USE AN ANALOG CONNECTION FOR YOUR MAILING SYSTEM, YOU ACKNOWLEDGE THAT THE ANALOG CONNECTIVITY IS PROVIDED BY A THIRD PARTY SUPPLIER. NEITHER WE NOR OUR SUPPLIERS PROVIDE ANY WARRANTY WITH RESPECT TO THE FUNCTIONALITY OR QUALITY OF THE ANALOG CONNECTION. IF THE THIRD PARTY SUPPLIER NO LONGER PROVIDES ANALOG CONNECTION CAPABILITY, WE WON'T BE RESPONSIBLE FOR PROCURING AN ALTERNATIVE SUPPLIER AND YOU WILL HAVE TO USE A DIGITAL CONNECTION.**

7. Security Interest

You grant us a purchase money security interest in the Equipment, any replacements, and any proceeds from the sale of the Equipment, to secure payment of any balance due. We have the right to recover the Equipment if you haven't paid for it. We may file a copy of this Agreement as a financing statement with the State authorities.

8. Reserved**9. Miscellaneous**

- (a) We will use your information in accordance with our Privacy Statement located at <https://www.pitneybowes.com/us/legal/privacy-statement.html>.
- (b) You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.
- (c) We aren't responsible for any delay or failure to perform resulting from causes outside of our control.
- (d) You may not assign this Agreement without our prior written consent. Any assignment without

- our consent is void.
- (e) **ANY LEGAL ACTION YOU FILE AGAINST US MUST BE STARTED WITHIN THREE YEARS OF THE EVENT GIVING RISE TO YOUR CLAIM. YOU WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO THIS AGREEMENT.**
 - (f) We can only change this Agreement if we both agree to do so in writing. You may use a purchase order to obtain equipment or services. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions won't be affected.
 - (g) Our respective rights and obligations under Sections 2 (Limitation of Liability), 3 (Default and Remedies) and 4 (Taxes) will survive termination of this Agreement.
 - (h) We may deliver any notice and other communication to you under this Agreement by email to the email address that we have on file for you. You agree to the delivery of these notices and other communications by email. We may call you at any number you give to us.
 - (i) This Agreement is governed by the laws of the State of Colorado.
 - (j) You agree to comply with all applicable export control laws and regulations.

SERVICE LEVEL AGREEMENT

10. Applicability of SLA

This SLA section applies to you if we have entered into an agreement to provide service for any Equipment we sell on the Order, excluding any DI2000 inserting system (the covered equipment is called "**Covered Equipment**"). You may not move the Equipment from the location specified on the Order without prior notification.

11. Service Level Options

- (a) If you sign up for Standard SLA on the Order, PBI will provide at its option either repair or replacement services for the Covered Equipment during the Initial Service Term or any Renewal Service Term (each term as defined in Section 12) (the "Service Term"). You are also entitled to: (x) replacement printheads for Covered Equipment without additional charge, except for printheads which need to be replaced as a result of any Excluded Circumstance, and except for integrated printhead/ink cartridges; and (y) two preventative maintenance service calls per calendar year. PBI will notify you when preventative maintenance is due or you can request preventative maintenance service. If your Covered Equipment 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 Equipment or other items are located.
- (b) If PBI determines that replacement of Covered Equipment is necessary, PBI will, at no additional cost to you, promptly ship new, reconditioned, or remanufactured equipment of the same or a functionally equivalent model to replace the affected Covered Equipment. Unless PBI instructs you otherwise, within five days of receiving the replacement equipment, you must pack the Covered Equipment to be replaced in the shipping carton that contained the replacement equipment, place the pre-paid return address label on the carton, and return it to PBI. You are responsible for the Covered Equipment until PBI receives it.

12. Service Term

PBI will provide you with Service for twelve months. (the "Initial Service Term"). UPON NOTICE FROM YOU, SERVICE RENEWS FOR CONSECUTIVE ONE YEAR TERMS (EACH A "RENEWAL SERVICE TERM"). IF WE DON'T RECEIVE NOTICE FROM YOU THEN WE WILL INVOICE YOU FOR AN ADDITIONAL SERVICE TERM; HOWEVER, YOU ARE UNDER NO OBLIGATION TO PAY, PROVIDING YOU THEN NOTIFY US OF YOUR INTENT TO TERMINATE. PBI reserves the right not to renew your SLA for any reason.

13. SLA Fees

You will pay the SLA fees for the Initial Service Term and any Renewal Service Term(s). We may increase the SLA fees after the Initial Service Term, providing such increases are in accordance with Master Agreement pricing, and any increases will be reflected on your invoice. If you receive service for repairs caused by any Excluded Circumstance, PBI will charge you for the service at PBI's current Master Agreement hourly rates and for any required parts. If you exceed the cycle volume of your Equipment specified on the Order, PBI may bill you for the additional cycles over the specified cycle volume (the additional cycles are called the "Overage"). The charge will be determined by reference to the rate in effect on the Master Agreement at the time that we determine that an Overage exists. Upon request, you will provide the cycle volume to us. If you do not provide the cycle volume to us, we will estimate the cycle volume and send an invoice to you for any Overage based on our estimate. If, in the prior quarter, we estimated cycle volume and later receive actual cycle volume, then we will make adjustments based on actual usage on your next invoice.

14. Service Changes

PBI may modify its 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 Service by giving us a termination notice at the address indicated in Section 20 or you may create a case at pitneybowes.com/us/contact-us.html (follow the instructions under "how to create a case").

15. Additional Service Terms

You can't elect to have Service apply to some but not all of the items of Equipment. Service doesn't include services and repairs that are made necessary due to any Excluded Circumstance. Service excludes the supply of postal and carrier rate changes and Consumable Supplies. If you replace any of your Covered Equipment during the Service Term, and the replacement Equipment qualifies for Services, PBI will automatically enroll you for maintenance coverage on the new Equipment at PBI's then current Master Agreement annual rates. If you acquire an attachment, or add a unit, to your Covered Equipment, PBI will provide coverage for each attachment or unit which we determine qualifies for coverage under the SLA and adjust your rate accordingly. If you choose not to continue coverage on the replacement Equipment, attachment or unit, you may cancel 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 or repair services on the Equipment, attachment or unit will be subject to PBI's current Master Agreement rates. Standard SLA will apply to rented Equipment at no additional charge.

EQUIPMENT RENTAL AND METER SERVICES TERMS**16. Equipment Rental and Meter Services**

- (a) We will invoice you the Equipment rental ("rental") and Meter Services fees listed on the Order. After the period listed on the Order (the "Initial Term"), we may increase the rental and/or Meter Services fees in accordance with the Master Agreement. When you receive notice of an increase, you may terminate your rental or Meter Services only as of the date the increase becomes effective.
- (b) At the end of the Initial Term, upon notice from you, the rental term and Meter Services term will renew on a month to month basis. If you fail to provide us with notice, then the rental term and

Meter Services term will terminate at the end of the Initial Term. Upon expiration of the term of the rental or Meter Services, you agree to return Equipment and Meters covered by the rental and Meter Services agreement in their original condition, reasonable wear and tear excepted.

17. Postage

You may transfer funds to The Pitney Bowes Bank, Inc. (the "Bank") for deposit into your Reserve Account that you maintain with the Bank (your "Reserve Account") or you may transfer funds to the United States Postal Service (the "USPS") through a lockbox bank (a "Lockbox Bank"). See the "USPS Acknowledgment of Deposit" below for more information. Until the end of the Initial Term, we may charge you a fee of up to \$15.00 for refilling your postage. After the Initial Term, we may increase postage refill fees upon 30 days prior written notice. If you participate in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power), we will advance payment on your behalf to the USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your Meter Services fees.

18. Meter Repair or Replacement; Meter Care and Risk of Loss

If the Meter malfunctions or fails due to reasons other than an Excluded Circumstance, we will repair or replace the Meter. You agree to take proper care of the Meter(s), as stated in this Agreement and any user documentation. You assume all risk of loss or damage to the Meter(s) while you have possession.

19. Terms of Use of Meter; Federal Regulations

- (a)** You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any operator guide and (iii) all USPS regulations. You agree to use only attachments or printing devices authorized by us. You must receive our written consent before moving the Equipment or Meter to a different location. Federal regulations require that we own the Meter. Tampering with or misusing the Meter is a violation of federal law. Activities of the USPS, including the payment of refunds for postage by the USPS to clients, will be made in accordance with the current Domestic Mail Manual. If the Meter is used in any unlawful scheme, or isn't used for any consecutive 12 month period, or if you take the Meter or allow the Meter to be taken outside the United States without proper written permission of USPS Headquarters, or if you enter a series of unpaid or short-paid mail pieces and/or packages in the mail stream, or if you resell the postage pricing that we offer under this Agreement to any third party, or if you are in possession of a decertified system, or if you otherwise fail to abide by the postal regulations and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter Services agreement may be revoked. You acknowledge that any use of a Meter that fraudulently deprives the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false or fraudulent statement can result in imprisonment of up to 5 years and fines of up to \$10,000 (18 U.S.C. 1001) and a civil penalty of up to \$5,000 plus an assessment of twice the amount falsely claimed (3 U.S.C. 3802). The mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes. You are responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to us. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft. You understand that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is your obligation to comply with any rules and regulations regarding its use.
- (b)** You agree that you will not resell or attempt to resell the postage pricing that we offer you under this Agreement to any other party.
- (c)** USPS Privacy Act Statement: Your information will be used to facilitate the purchase of USPS postage and fulfill transactional reporting requirements for USPS postage systems. Collection is

authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, your transaction may not be processed. USPS does not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the service (service providers). For more information regarding USPS privacy policies, visit www.usps.com/privacypolicy.

20. Rate Updates and Soft-Guard® Program

Your Meter or Equipment may require periodic rate updates that you will obtain under our Soft-Guard program. We will provide rate updates only if required due to a postal or carrier change in rate, service, ZIP Code™ or zone change. The Soft-Guard program doesn't cover any change in rates due to custom rate changes, new classes of carrier service, or a change in ZIP Code or zone due to equipment relocation. We won't be responsible for any losses arising out of or resulting from the failure of rating or software downloads to conform to published rates.

21. Collection of Information

You authorize us to access and download information from your Meter or from your PC Postage account. We may disclose this information to the USPS or other authorized governmental entity. We won't share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order. We may elect to share aggregate data about our clients' postage usage with third parties.

22. Value Based Services

Value based services are services the USPS provides, including e-Return Receipt and USPS Confirmation Services. Any fees the USPS charges for these services are your responsibility to pay for and are payable the same way that you pay for postage. The USPS is solely responsible for its services. We are not responsible for any malfunctions of any part of the communication link connecting the Meter with the USPS data system. We have the right to terminate the value-based services if the USPS discontinues offering the service or you breach your obligations under this Agreement and fail to cure the breach within thirty days after you have been notified in writing.

USPS ACKNOWLEDGEMENT OF DEPOSIT

23. Acknowledgement of Deposit

This section of the agreement provides you with the sections that the USPS requires we include in any agreement where we are renting a Meter. The USPS requires that we use specific language. The "acknowledgement of deposit" terms are as follows:

- (a)** In connection with your use of a Postage Evidencing System, you may transfer funds to the USPS through a Lockbox Bank for the purpose of prepayment of postage on Postage Evidencing Systems, generating evidence of postage (a "Deposit"), or you may transfer funds to the Bank for deposit into your Reserve Account.
- (b)** To the extent you deposit funds in advance of the use of any evidence of postage, you may make Deposits the Lockbox Bank account identified as "United States Postal Service CMRS-PB" or make deposits in your Reserve Account, in either case through electronic means, including Automated Clearinghouse Transfers. The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by you to the Lockbox Bank account described above.

- (c) Any deposit made by you in your Reserve Account is subject to the Reserve Account – Agreement and Disclosure Statement governing your Reserve Account.
- (d) Any Deposit made by you in the Lockbox Bank account shall be credited by the USPS only for the payment of evidence of postage. Such Deposits may be commingled with Deposits of other clients. You shall not receive or be entitled to any interest or other income earned on such Deposits.
- (e) The USPS will provide a refund to you for the remaining account balances of Deposits held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for evidence of postage, published in the CFR.
- (f) The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by you, so that PBI can update its records.
- (g) PBI may deposit funds on your behalf. The USPS will make no advances of funds to you. Any relationship concerning advances of funds is between you and PBI, PBGFS and/or the Bank.
- (h) You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.
- (i) Postal Regulations governing the deposit of funds are published in the CFR or its successor. You acknowledge that you shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

PRODUCT SPECIFIC TERMS

24. Software

If you are acquiring an on-premise software license or on-demand subscription services, additional terms apply which are available by clicking on the hyperlink for that software or subscription service located at pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html. Those additional terms are not incorporated into this document, nor have they been reviewed by the State of Colorado; therefore, you must review these additional terms prior to acquiring any on-premise software licenses or on-demand subscription services.

25. DI2000 Inserting System Terms

Certain provisions which apply when you purchase a DI2000 inserting system and when you purchase a service plan for it are set forth at pitneybowes.com/us/di2000-terms.html and in Attachment 5, DI2000 Terms and Conditions, to the Participating Addendum.

26. PBBackup and PC-Backup Service Terms

Certain provisions which apply when you utilize the PBBackup or PC-Backup services are set forth at pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html and are not incorporated into this document, nor have they been reviewed by the State of Colorado; therefore, you must review these provisions prior to utilizing the PBBackup or PC-Backup services.

27. Pitney Bowes Intelligent Locker Solutions

If you are acquiring lockers, your Order may include on-demand subscription services and a statement of work. We are not responsible for the contents of the lockers. If we provide on-site service, one of your employees must accompany our service technician at all times during the service. You are solely

responsible for selecting the location for the installation of the lockers, and for the safety and security of the individuals using the lockers. Our ValueMAX program, described in Section 16 above, does not apply to Pitney Bowes Intelligent Locker Solutions. You must keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of Insurance.

28. AddressRight® Printers

Certain provisions which apply when you purchase an AddressRight Printer are set forth at pitneybowes.com/us/addressrightprinter-terms.html. These additional provisions are not incorporated into this document, nor have they been reviewed by the State of Colorado; therefore, you must review these provisions prior to the purchase of an AddressRight Printer.

29. DM Infinity

In no event shall the term for a DM Infinity meter agreement go beyond June 30, 2026. In addition, in no event shall a new DM Infinity meter be placed (installed) after June 30, 2024.

By entering into this agreement you acknowledge the metering function as well as support for the DM Infinity meter under this agreement will end on June 30, 2026 due to USPS regulations. This means that the metering device will stop functioning on June 30, 2026 and you will not be able to meter your mail. Mail processed on a DM Infinity meter after June 30, 2026 will not be accepted by the USPS.

ATTACHMENT 2, LEASE TO OWN TERMS AND CONDITIONS – OPTION A

Pitney Bowes Global Financial Services LLC will serve as a sub-contractor pursuant to the Master Agreement awarded under Solicitation BPM003137 and will be the Lessor under this Lease to Own Terms and Condition Agreement. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI). Due to USPS regulations, only PBI can own a Meter.

The pricing plan for the NASPO ValuePoint Lease to Own Terms and Conditions is as follows:

Monthly Rate Factors:

Term: Lease to Own Rate:

24	.0464
36	.0326
48	.0257
60	.0216

Thank you for choosing Pitney Bowes products and services. These Terms, the executed order (the “**Order**”), your State’s Participating Addendum and the NASPO ValuePoint Master Agreement, and any exhibits attached thereto, make up your agreement with Pitney Bowes (this “**Agreement**”). Please read this Agreement carefully.

Let’s start with a few definitions that should help you better understand your agreement. “**PBI**” means Pitney Bowes Inc. “**Pitney Bowes**” means PBI and its subsidiaries. “**We**”, “**our**” or “**us**” refers to the Pitney Bowes companies with whom you’ve entered into the Order. “**You**” or “**your**” refers to the entity identified on the Order. “**Master Agreement**” means NASPO ValuePoint Master Agreement awarded under Solicitation BPM003137 for Mailing Equipment, Supplies and Maintenance contract administered by the State of Arizona and shall consist of: the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by us, our responses to any requests for clarifications and/or our best and final offer. “**State Participating Addendum**” means the bilateral agreement executed by us and your participating state incorporating the Master Agreement. “**Meter**” means any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+®, a SendPro® P series or a SendPro C series mailing system, the postal security device that accounts for and enables postage to be purchased and printed (“**PSD**”), and (ii) in the case of all other mailing systems, the PSD, the user interface or keyboard and display and the print engine. “**Meter Services**” means access to the PSD to download, account for, and enable printing of postage within a PBI Postage Evidencing System as defined in Title 39, Part 501 of the Code of Federal Regulations (“**CFR**”); USPS mandated processes associated with the PSD, including registration, usage reporting and withdrawal; repair or replacement of the PSD as described in Section 27; and the Soft-Guard Program outlined in Section 29. “**Equipment**” means the equipment listed on the Order, excluding any Meter or standalone software. “**Lease**” means Lease terms and conditions set out in Sections 1 through 9.

The provisions included in these Terms consist of: (i) Lease to Own Terms and Conditions; (ii) General Terms; (iii) a Service Level Agreement (“**SLA**”); (iv) Equipment Rental and Meter Services Terms; (v) an Acknowledgement of Deposit required by the United States Postal Service in any transaction involving a Meter; (vi) Purchase Power® Terms for a limited purpose credit line that may be available to you; and (vii) provisions relating to specific products.

LEASE TO OWN TERMS AND CONDITIONS

1. Lease of Equipment; Provider of Leasing Services

If you are leasing Equipment, these Lease terms apply. PBI is the manufacturer of the Equipment. Pitney Bowes Global Financial Services LLC, a wholly-owned subsidiary of PBI, or one of its subsidiaries (“**PBGFS**”), provides you with the leasing services. The term of this Lease is the number of months stated on the Order, unless it ends earlier due to (i) termination at our option upon the occurrence of an event of default, provided that all payment obligations under this Lease survive termination of this Agreement, or (ii) termination under Section 8 below (the “**Lease Term**”). For new Leases, the Lease Term begins on the date the Equipment is shipped if we don’t install the Equipment, and the date of installation if we install the Equipment (“**Install Equipment**”). If you are entering into a

Lease to enhance, upgrade or replace Equipment you are leasing from PBGFS, and if all Equipment has shipped and all Install Equipment has been installed, then your Lease Term will commence to align with your current periodic invoice date. **You may not cancel this Lease for any reason, except as expressly set forth in Section 8 below, and all payment obligations under this Lease are unconditional.** PBI owns any Meter as USPS regulations require.

2. Payment Terms

We will invoice you quarterly in arrears for all payments on the Order, unless the Order says otherwise (each such payment is a **"Periodic Payment"**). You will make each Periodic Payment by the due date shown on our invoice. Any Meter Services fees, SLA fees and subscription fees (collectively **"PBI Payments"**) will be included with your Periodic Payment and begin with the start of the Lease Term.. Your obligations, including your obligation to pay the Periodic Payments due in any fiscal year during the term of this Agreement, shall constitute a current expense for such fiscal year and shall not constitute indebtedness within the meaning of the constitution and laws of the state in which you are located. Nothing herein shall constitute a pledge by you of any taxes or other moneys (other than moneys lawfully appropriated from time to time by or for your benefit for this Agreement) to the payment of any Periodic Payment due under this Agreement.

3. Equipment Ownership

PBI owns any Meter. Title to the Equipment shall pass to you upon installation. However, you and we agree that title shall automatically revert to us in the event of default, or termination due to non-appropriation under Section 8. If you default, or terminate this Agreement by non-appropriation under Section 8, you, at your expense, shall return the Equipment and Meter. You will, as specified by us, either properly pack and return them to us in the return box and with the shipping label provided by us or furnish them to a service carrier specified by us to pick up and ship them to us in the same condition as when delivered to you, reasonable wear and tear excepted.

4. WARRANTY AND LIMITATION OF LIABILITY

PBI PROVIDES YOU WITH THE LIMITED WARRANTIES IN SECTION 10. EACH OF PBGFS AND THE BANK (AS HEREINAFTER DEFINED) MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT, AND PBGFS AND THE BANK AREN'T LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

5. Equipment Obligations

You will keep the Equipment free from liens and in good condition and working order. We may inspect the Equipment and related maintenance records. You may not move the Equipment from the location specified on the Order without our prior written consent.

6. Risk of Loss

- (a) You bear the entire risk of loss, theft, damage or destruction to the Equipment from the date of acceptance (as described in the Master Agreement) until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted (**"Loss"**).
- (b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss.
- (c) To protect the Equipment from loss, you will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement that is reasonably satisfactory to us (**"Insurance"**).

7. Other Lease Terms

- (a) If more than one lessee is named in this Lease, liability is joint and several.

- (b) You may not assign or sublet the Equipment, the Meter or this Agreement without our prior written consent. Any assignment without our consent is void. We may sell or assign all or part of this Lease or the Equipment, but it will not affect your rights or obligations.
- (c) We will provide you with a welcome letter by email.
- (d) All applicable taxes required to be collected by us will be shown on the invoice.

8. Non-Appropriation

You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of the Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Agreement on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Agreement for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Agreement incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

9. Representations

You hereby represent and warrant that (a) you are a state or political subdivision thereof within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code"); and (b) you have the power and authority under applicable law to enter into this Agreement and you have been duly authorized to execute and deliver this Agreement and carry out your obligations hereunder. You acknowledge that a portion of each Periodic Payment you shall pay includes interest and that this Agreement is entered into based on the assumption that the interest portion of each Periodic Payment is not includible in gross income of the owner thereof for Federal income tax purposes under Section 103(a) of the Code. You shall, at all times, do and perform all acts and things necessary and within your control in order to assure that such interest component shall be so excluded. If any interest is determined not to be excludible from gross income, your Periodic Payment shall be adjusted in an amount sufficient to maintain our original after tax yield utilizing our consolidated marginal tax rate, which adjusted Periodic Payments you agree to pay as provided in this Agreement, subject to Section 8. The rate at which the interest portion of Periodic Payments is calculated is not intended to exceed the maximum rate or amount of interest permitted by applicable law. If such interest portion exceeds such maximum, then at our option, if permitted by law, the interest portion will be reduced to the legally permitted maximum amount of interest, and any excess will be used to reduce the principal amount of your obligation or be refunded to you. You shall not do (or cause to be done) any act which will cause, or by omission of any act allow, this Agreement to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or a "private activity bond" within the meaning of Section 141(a) of the Code. At the time of your execution of this Agreement, you shall provide us with a properly prepared and executed copy of the appropriate US Treasury Form 8038-G or 8038-GC and you appoint us as your agent for the purpose of maintaining a registration system as required by Section 149(a) of the Code. This Section shall survive the termination of this Agreement.

GENERAL TERMS

10. Warranties

We warrant that all PBI-branded equipment ("**PBI Equipment**") will be free from defects in material and workmanship and will perform according to the operator guides for a period of one year from the date (i) the PBI Equipment is installed at your location when PBI installs the PBI Equipment for you or (ii) the PBI Equipment is delivered to you when you can install it yourself. The DI2000™ inserting system has its own unique warranty that you can see at pitneybowes.com/us/state-and-local-government-solutions/states.html.

- (a) A defect doesn't include the failure of rates within a rate update to conform to published rates.

- (b) We warrant that any service ("**Service**") we perform under the SLA set out in Sections 19 through 24 will be performed in a professional and workmanlike manner.
- (c) **YOUR SOLE REMEDY FOR A WARRANTY CLAIM IS TO HAVE US REPAIR OR REPLACE THE PBI EQUIPMENT OR, IN THE CASE OF DEFECTIVE SERVICES, REPERFORM THE SERVICE.**
- (d) There is no warranty for PBI Equipment that needs to be repaired or replaced because of any Excluded Circumstance. "**Excluded Circumstance**" is a circumstance outside of PBI's control, including your negligent or reckless use of the equipment, use of the equipment which exceeds our recommendations or in a way not authorized by this Agreement or any operator guide, use of the equipment in an environment with unsuitable humidity, line voltage, damage in transit, software virus, loss of data, loss or fluctuation of power, fire, flood or other natural causes, and other external forces beyond our control, servicing of the equipment by someone other than us, failure to use required software updates, use of the equipment with any system where we have told you that we will no longer provide support or that we have advised you is no longer compatible, or use of third party supplies (such as ink), hardware or software that results in (i) damage to equipment (including damage to printheads), (ii) poor indicia, text or image print quality, (iii) indicia readability failures or (iv) a failure to print indicia, text or images.
- (e) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with or within the PBI Equipment may be reclaimed, reconditioned or remanufactured. These items are warranted to perform according to the same standards as the equivalent new item.
- (f) The warranty doesn't cover ink, integrated printhead/ink cartridges, ink rollers, toner and drum cartridges, ribbons and similar items ("**Consumable Supplies**").
- (g) **EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELF AND OUR SUPPLIERS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE EQUIPMENT OR SERVICES. WE MAKE NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. WE AGREE TO PASS THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT PERMITTED.**

11. Limitation of Liability

OUR TOTAL LIABILITY (INCLUDING ANY LIABILITY OF OUR SUPPLIERS) IS LIMITED TO THE FEES PAID BY YOU FOR THE APPLICABLE EQUIPMENT OR SERVICES. NEITHER WE NOR OUR SUPPLIERS IS LIABLE FOR ANY: (I) DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT OR YOUR NEGLIGENT ACTS OR OMISSIONS OR (II) INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL LOSS, OR LOST PROFITS, DATA OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT. THE LIMITATION OF LIABILITY SHALL BE IN ADDITION TO ANY INSURANCE COVERAGE REQUIRED UNDER THE CONTRACT, BUT IN NO EVENT WILL THE LIABILITY COVERAGE EXCEED ACTUAL DAMAGES INCURRED.

12. Default and Remedies

- (a) If you don't make any payment within fifteen days after the due date shown on our invoice, you breach any other obligation under this Agreement with Pitney Bowes and such breach continues for thirty days after we give you notice or you become insolvent or file for bankruptcy, you will be in default and we may:
 - i. cancel this Agreement;

- ii. require you to pay to us immediately all amounts payable under the Lease then due or payable in the future;
- iii. disable the Meter;
- iv. require you to return the Equipment and Meter, and delete or remove software; and deny you access to software;
- v. if you don't return the Equipment, require you to immediately pay to us an amount equal to the value of the Equipment, as determined by us and agreed to by you;
- vi. charge a 1% late charge on the outstanding balance, for each month that your payment is late;
- vii. charge you a check return fee for payments made by you with insufficient funds; and
- viii. pursue any other remedy, including repossessing the Equipment and Meter without notice to you. To the extent permitted by law, you waive any notice of our repossession or disposition of the Equipment or Meter. By repossessing the Equipment or Meter, we aren't waiving our right to collect the balance due.

- (b) We may suspend any services during any period that your account is more forty-five days past due.

13. Taxes

You are responsible for paying any taxes on the Meter and Meter Services, including sales and use tax, unless a valid tax exemption certification acceptable to the applicable taxing authority is provided.

14. Embedded Software; Applications

- (a) Our Equipment may contain embedded software. For embedded software, you agree that: (i) we and our licensors own the copyrights and other intellectual property to it; (ii) you are licensed only to use it with our Equipment in which it resides; (iii) you won't copy, modify, de-compile, or attempt to unbundle, reverse engineer or create derivative works of it; and (iv) you won't distribute or disclose it (or any portion) to anyone. The embedded software may contain third party software which is subject to any terms accompanying it. Technical support for embedded software will be given according to the SLA covering the Equipment with the embedded software.
- (b) Certain products and services may provide you an opportunity to access applications provided by us or a third party. Each application you access will have its own terms and conditions applicable to your use of that application located within it, so it is your responsibility to review those terms and conditions prior to use of the application.

15. Internet Access Point

The internet connectivity for the Equipment or Meter may use an internet access point provided by us. You may only use this access point for connectivity between the Equipment or Meter and the internet and for no other purpose. You agree to pay all costs resulting from the use of the access point in violation of this restriction.

16. Security Interest

You grant us a purchase money security interest in the Equipment, any replacements, and any proceeds from the sale of the Equipment, to secure payment of any balance due. We have the right to recover the Equipment if you haven't paid for it. We may file a copy of this Agreement as a financing statement with the State authorities. If you are leasing Equipment, you authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment in order to protect our interest in the Equipment.

17. Analog Connectivity

IF YOU USE AN ANALOG CONNECTION FOR YOUR MAILING SYSTEM, YOU ACKNOWLEDGE THAT THE ANALOG CONNECTIVITY IS PROVIDED BY A THIRD PARTY SUPPLIER. NEITHER WE NOR OUR SUPPLIERS PROVIDE ANY WARRANTY WITH RESPECT TO THE FUNCTIONALITY OR QUALITY OF THE ANALOG CONNECTION. IF THE THIRD PARTY SUPPLIER NO LONGER PROVIDES ANALOG CONNECTION CAPABILITY, WE WON'T BE RESPONSIBLE FOR PROCURING AN ALTERNATIVE SUPPLIER AND YOU WILL HAVE TO USE A DIGITAL CONNECTION.

18. Miscellaneous

- (a) We will use your information in accordance with our Privacy Statement located at <https://www.pitneybowes.com/us/legal/privacy-statement.html>.
- (b) You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.
- (c) We aren't responsible for any delay or failure to perform resulting from causes outside of our control.
- (d) You may not assign this Agreement without our prior written consent. Any assignment without our consent is void.
- (e) **ANY LEGAL ACTION YOU FILE AGAINST US MUST BE STARTED WITHIN THREE YEARS AFTER THE EVENT GIVING RISE TO YOUR CLAIM. YOU WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO THIS AGREEMENT.**
- (f) We can only change this Agreement if we both agree to do so in writing. You may use a purchase order to obtain equipment or services. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions won't be affected.
- (g) Our respective rights and obligations under Sections 11 (Limitation of Liability), 12 (Default and Remedies) and 13 (Taxes) will survive termination of this Agreement.
- (h) We may deliver any notice and other communication to you under this Agreement by email to the email address that we have on file for you. You agree to the delivery of these notices and other communications by email. We may call you at any number you give to us.
- (i) This Agreement is governed by the laws of the State of Colorado.
- (j) You agree to comply with all applicable export control laws and regulations.
- (k) If there is a conflict between any of these Terms, your State's Participating Addendum and the Master Agreement, the Participating Addendum and Master Agreement Terms shall prevail.

SERVICE LEVEL AGREEMENT

19. Applicability of SLA

This SLA section applies to you if we have entered into an agreement to provide service for any Equipment we lease, rent or sell on the Order, excluding Equipment with charges based on volume of use ("**Usage-based Equipment**") and any DI2000™ (the covered equipment is called "**Covered Equipment**").

20. Service Level Options

- (a) If you sign up for Standard SLA on the Order, PBI will provide at its option either repair or replacement services for the Covered Equipment during the Initial Service Term or any Renewal Service Term (each term as defined in Section 21) (the "Service Term"). You are also entitled to: (x) replacement printheads for Covered Equipment without additional charge, except for printheads which need to be replaced as a result of any Excluded Circumstance, and except for integrated printhead/ink cartridges; and (y) two preventative maintenance service calls per calendar year. PBI will notify you when preventative maintenance is due or you can request preventative maintenance service. If your Covered Equipment 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 Equipment or other items are located.
- (b) If PBI determines that replacement of Covered Equipment is necessary, PBI will, at no additional cost to you, promptly ship new, reconditioned, or remanufactured equipment of the same or a functionally equivalent model to replace the affected Covered Equipment. Unless PBI instructs you otherwise, within five days of receiving the replacement equipment, you must pack the Covered Equipment to be replaced in the shipping carton that contained the replacement equipment, place the pre-paid return address label on the carton, and return it to PBI. You are responsible for Covered Equipment until PBI receives it.

21. Service Term

PBI will provide you with Service for twelve months, if you don't have a Lease, or the Lease Term, if you are leasing Equipment (the "**Initial Service Term**"). **UPON NOTICE FROM YOU, SERVICE RENEWS FOR CONSECUTIVE ONE YEAR TERMS (EACH A "RENEWAL SERVICE TERM"). IF WE DON'T RECEIVE NOTICE FROM YOU THEN WE WILL INVOICE YOU FOR AN ADDITIONAL SERVICE TERM; HOWEVER, YOU ARE UNDER NO OBLIGATION TO PAY, PROVIDING YOU THEN NOTIFY US OF YOUR INTENT TO TERMINATE.** PBI reserves the right not to renew your SLA for any reason.

22. SLA Fees

You will pay the SLA fees for the Initial Service Term and any Renewal Service Term(s). We may increase the SLA fees after the Initial Service Term, providing such increases are in accordance with Master Agreement pricing, and any increases will be reflected on your invoice. If you receive service for repairs caused by any Excluded Circumstance, PBI will charge you for the service at PBI's current Master Agreement hourly rates and for any required parts. If you exceed the cycle volume of your Equipment specified on the Order, PBI may bill you for the additional cycles over the specified cycle volume (the additional cycles are called the "Overage"). The charge will be determined by reference to the rate in effect on the Master Agreement at the time that we determine that an Overage exists. Upon request, you will provide the cycle volume to us. If you do not provide the cycle volume to us, we will estimate the cycle volume and send an invoice to you for any Overage based on our estimate. If, in the prior quarter, we estimated cycle volume and later receive actual cycle volume, then we will make adjustments based on actual usage on your next invoice.

23. Service Changes

PBI may modify its 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 Service by giving us a termination notice at the address indicated in Section 21 or you

may create a case at pitneybowes.com/us/contact-us.html (follow the instructions under “how to create a case”).

24. Additional Service Terms

You can't elect to have Service apply to some but not all of the items of Equipment. Service doesn't include services and repairs that are made necessary due to any Excluded Circumstance. Service excludes the supply of postal and carrier rate changes and Consumable Supplies. If you replace any of your Covered Equipment during the Service Term, and the replacement Equipment qualifies for Services, PBI will automatically enroll you for maintenance coverage on the new Equipment at PBI's then current Master Agreement annual rates. If you acquire an attachment, or add a unit, to your Covered Equipment, PBI will provide coverage for each attachment or unit which we determine qualifies for coverage under the SLA and adjust your rate accordingly. If you choose not to continue coverage on the replacement Equipment, attachment or unit, you may cancel 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 or repair services on the Equipment, attachment or unit will be subject to PBI's current Master Agreement rates. Standard SLA will apply to rented Equipment at no additional charge.

EQUIPMENT RENTAL AND METER SERVICES TERMS

25. Equipment Rental and Meter Services

This Equipment Rental and Meter Services Section applies to you whenever you rent Equipment and whenever you obtain Meter Services from us.

- (a) If you aren't leasing the Equipment and paying for it in your lease payment to PBGFS, we will invoice you the Equipment rental (“rental”) and Meter Services fees listed on the Order. After the period listed on the Order (the “Initial Term”), we may increase the rental and/or Meter Services fees in accordance with the Master Agreement. When you receive notice of an increase, you may terminate your rental or Meter Services only as of the date the increase becomes effective.
- (b) At the end of the Initial Term, upon notice from you, the rental term and Meter Services term will renew on a month to month basis. If you fail to provide us with notice, then the rental term and Meter Services term will terminate at the end of the Initial Term. Upon expiration of the term of the rental or Meter Services, you agree to return Equipment and Meters covered by the rental and Meter Services agreement in their original condition, reasonable wear and tear excepted. We reserve the right to recover or disable the Meter and terminate your use at any time if you are in violation of USPS regulations.

26. Postage

You may transfer funds to The Pitney Bowes Bank, Inc. (the “**Bank**”) for deposit into your Reserve Account that you maintain with the Bank (your “**Reserve Account**”) or you may transfer funds to the United States Postal Service (the “**USPS**”) through a lockbox bank (a “**Lockbox Bank**”). See the “USPS Acknowledgment of Deposit” below for more information. Until the end of the Initial Term, we may charge you a fee of up to \$15.00 for refilling your postage. After the Initial Term, we may increase postage refill fees upon 30 days prior written notice. If you participate in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power®), we will advance payment on your behalf to the USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your Meter Services fees.

27. Meter Repair or Replacement; Meter Care and Risk of Loss

If the Meter malfunctions or fails due to reasons other than an Excluded Circumstance, we will repair or replace the Meter. You agree to take proper care of the Meter(s), as stated in this Agreement and any user documentation. You assume all risk of loss or damage to the Meter(s) while you have possession.

28. Terms of Use of Meter; Federal Regulations

- (a) You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any operator guide and (iii) all USPS regulations. You agree to use only attachments or printing devices authorized by us. You must receive our written consent before moving the Equipment or Meter to a different location. Federal regulations require that we own the Meter. Tampering with or misusing the Meter is a violation of federal law. Activities of the USPS, including the payment of refunds for postage by the USPS to clients, will be made in accordance with the current Domestic Mail Manual. If the Meter is used in any unlawful scheme, or isn't used for any consecutive 12 month period, or if you take the Meter or allow the Meter to be taken outside the United States without proper written permission of USPS Headquarters, or if you enter a series of unpaid or short-paid mail pieces and/or packages in the mail stream, or if you resell the postage pricing that we offer under this Agreement to any third party, or if you are in possession of a decertified system, or if you otherwise fail to abide by the postal regulations and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter Services agreement may be revoked. You acknowledge that any use of a Meter that fraudulently deprives the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false or fraudulent statement can result in imprisonment of up to 5 years and fines of up to \$10,000 (18 U.S.C. 1001) and a civil penalty of up to \$5,000 plus an assessment of twice the amount falsely claimed (3 U.S.C. 3802). The mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes. You are responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to us. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft. You understand that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is your obligation to comply with any rules and regulations regarding its use.
- (b) You agree that you will not resell or attempt to resell the postage pricing that we offer you under this Agreement to any other party.
- (c) USPS Privacy Act Statement: Your information will be used to facilitate the purchase of USPS postage and fulfill transactional reporting requirements for USPS postage systems. Collection is authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, your transaction may not be processed. USPS does not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the service (service providers). For more information regarding USPS privacy policies, visit www.usps.com/privacypolicy.

29. Rate Updates and Soft-Guard® Program

Your Meter or Equipment may require periodic rate updates that you will obtain under our Soft-Guard program. We will provide rate updates only if required due to a postal or carrier change in rate, service, ZIP Code™ or zone change. The Soft-Guard program doesn't cover any change in rates due to custom rate changes, new classes of carrier service, or a change in ZIP Code or zone due to equipment relocation. We won't be responsible for any losses arising out of or resulting from the failure of rating or software downloads to conform to published rates.

30. Collection of Information

You authorize us to access and download information from your Meter or from your PC Postage

account. We may disclose this information to the USPS or other authorized governmental entity. We won't share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order. We may elect to share aggregate data about our clients' postage usage with third parties.

31. Value Based Services

Value based services are services the USPS provides, including e-Return Receipt and USPS Confirmation Services. Any fees the USPS charges for these services are your responsibility to pay for and are payable the same way that you pay for postage. The USPS is solely responsible for its services. We are not responsible for any malfunctions of any part of the communication link connecting the Meter with the USPS data system. The value based services provided by the USPS are provided without any warranty of any kind, either express or implied, including the warranty of merchantability or fitness for a particular purpose. We are not liable for any damages you may incur by reason of your use of the value based services provided by the USPS, including incidental, consequential, or punitive damages. We have the right to terminate the value based services if the USPS discontinues offering the service or you breach your obligations under this Agreement and fail to cure the breach within thirty days after you have been notified in writing.

USPS ACKNOWLEDGEMENT OF DEPOSIT

32. Acknowledgement of Deposit

This section of this Agreement provides you with the sections that the USPS requires we include in any agreement where we are providing Meter Services. The USPS requires that we use specific language. The "acknowledgement of deposit" terms are as follows:

- (a) In connection with your use of a Postage Evidencing System, you may transfer funds to the USPS through a Lockbox Bank for the purpose of prepayment of postage on Postage Evidencing Systems, generating evidence of postage (a "Deposit"), or you may transfer funds to the Bank for deposit into your Reserve Account.
- (b) To the extent you deposit funds in advance of the use of any evidence of postage, you may make Deposits in the Lockbox Bank account identified as "United States Postal Service CMRS-PB" or make deposits in your Reserve Account, in either case through electronic means, including Automated Clearinghouse Transfers. The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by you to the Lockbox Bank account described above.
- (c) Any deposit made by you in your Reserve Account is subject to the Reserve Account – Agreement and Disclosure Statement governing your Reserve Account.
- (d) Any Deposit made by you in the Lockbox Bank account shall be credited by the USPS only for the payment of evidence of postage. Such Deposits may be commingled with Deposits of other clients. You shall not receive or be entitled to any interest or other income earned on such Deposits.
- (e) The USPS will provide a refund to you for the remaining account balances of Deposits held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for evidence of postage, published in the CFR.
- (f) The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by you, so that PBI can update its records.
- (g) PBI may deposit funds on your behalf. The USPS will make no advances of funds to you. Any relationship concerning advances of funds is between you and PBI, PBGFS and/or the Bank.

- (h) You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.
- (i) Postal Regulations governing the deposit of funds are published in the CFR or its successor. You acknowledge that you shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

PRODUCT SPECIFIC TERMS

33. Software

If you are acquiring an on-premise software license or on-demand subscription services, additional terms apply which are available by clicking on the hyperlink for that software or subscription service located at pitneybowes.com/us/state-and-local-government-solutions/states.html. Those additional terms are not incorporated into this document, nor have they been reviewed by the State of Colorado; therefore, you must review these additional terms prior to acquiring any on-premise software licenses or on-demand subscription services.

34. DI2000 Inserting System Terms

Certain provisions which apply when you acquire a DI2000 inserting system and when you purchase a service plan for it are set forth at pitneybowes.com/us/state-and-local-government-solutions/states.html and in Attachment 5, DI2000 Terms and Conditions, to the Participating Addendum.

35. PBBackup and PC-Backup Service Terms

Certain provisions which apply when you utilize the PBBackup or PC-Backup services are set forth at pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html and are not incorporated into this document, nor have they been reviewed by the State of Colorado; therefore, you must review these provisions prior to utilizing the PBBackup or PC-Backup services.

36. Pitney Bowes® Intelligent Locker Solutions

The Pitney Bowes Intelligent Locker Solutions may include a statement of work. You must keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of Insurance.

37. AddressRight® Printers

Certain provisions which apply when you purchase, lease or rent an AddressRight Printer are set forth at pitneybowes.com/us/addressrightprinter-terms.html. These additional provisions are not incorporated into this document, nor have they been reviewed by the State of Colorado; therefore, you must review these provisions prior to the purchase, lease or rental of an AddressRight Printer.

38. DM Infinity

In no event shall the term for a DM Infinity meter agreement go beyond June 30, 2026. In addition, in no event shall a new DM Infinity meter be placed (installed) after June 30, 2024.

By entering into this agreement you acknowledge the metering function as well as support for the DM Infinity meter under this agreement will end on June 30, 2026 due to USPS regulations. This means that the metering device will stop functioning on June 30, 2026 and you will not be able to meter your mail. Mail processed on a DM Infinity meter after June 30, 2026 will not be accepted by the USPS.

ATTACHMENT 3, FAIR MARKET VALUE RENTAL TERMS AND CONDITIONS – OPTION B

Pitney Bowes Global Financial Services LLC will serve as a sub-contractor pursuant to the Master Agreement awarded under Solicitation BPM003137 and will be the Lessor under this Fair Market Value Rental Terms and Condition Agreement. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI). Due to USPS regulations, only PBI can own a Meter. This Option B may not be used for the DI2000 Inserting System or the Pitney Bowes Intelligent Locker Solutions.

The pricing plan for the NASPO ValuePoint Fair Market Value Rental Terms and Conditions is as follows:

Monthly Rate Factors:

Term:	Rate:
24	.0514
36	.0377
48	.0309
60	.0270

Thank you for choosing Pitney Bowes products and services. These Terms, the executed order (the “**Order**”), your State’s Participating Addendum and the NASPO ValuePoint Master Agreement and any exhibits attached thereto, make up your agreement with Pitney Bowes (this “**Agreement**”). Please read this Agreement carefully. Let’s start with a few definitions that should help you better understand your agreement. “**PBI**” means Pitney Bowes Inc. “**Pitney Bowes**” means PBI and its subsidiaries. “**We**”, “**our**” or “**us**” refers to the Pitney Bowes companies with whom you’ve entered into the Order. “**You**” or “**your**” refers to the entity identified on the Order. “**Master Agreement**” means NASPO ValuePoint Master Agreement awarded under Solicitation BPM003137 for Mailing Equipment, Supplies and Maintenance contract administered by the State of Arizona and shall consist of: the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by us, our responses to any requests for clarifications and/or our best and final offer. “**State Participating Addendum**” means the bilateral agreement executed by us and your participating state incorporating the Master Agreement. “**Meter**” means any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+®, a SendPro® P series or a SendPro C series mailing system, the postal security device that accounts for and enables postage to be purchased and printed (“**PSD**”), and (ii) in the case of all other mailing systems, the PSD, the user interface or keyboard and display and the print engine. “**Meter Services**” means: access to the PSD to download, account for, and enable printing of postage within a PBI Postage Evidencing System as defined in Title 39, Part 501 of the Code of Federal Regulations (“**CFR**”); USPS mandated processes associated with the PSD, including registration, usage reporting and withdrawal; repair or replacement of the PSD as described in Section 27; and the Soft-Guard Program outlined in Section 29. “**Equipment**” means the equipment listed on the Order, excluding any Meter or standalone software. “**Lease**” means Lease terms and conditions set out in Sections 1 through 9.

The provisions included in these Terms consist of: (i) Lease Terms; (ii) General Terms; (iii) a Service Level Agreement (“**SLA**”); (iv) Equipment Rental and Meter Services Terms; (v) an Acknowledgement of Deposit required by the United States Postal Service in any transaction involving a Meter; (vi) Purchase Power® Terms for a limited purpose credit line that may be available to you; and (vii) provisions relating to specific products.

LEASE TERMS

1. Lease of Equipment; Provider of Leasing Services

If you are leasing Equipment, these Lease terms apply. PBI is the manufacturer of the Equipment. Pitney Bowes Global Financial Services LLC, a wholly-owned subsidiary of PBI, or one of its subsidiaries (“PBGFS”), provides you with the leasing services. The term of this Lease is the number of months stated on the Order unless it ends earlier due to (i) termination at our option upon the occurrence of an event of default, provided that all payment obligations under this Lease survive termination of this Agreement, or (ii) termination under Section 8 or 9 below (the “**Lease Term**”). For a New Leases, the Lease Term begins on the date the Equipment is shipped if we don’t install the Equipment, and the date of installation if we install the Equipment (“**Install Equipment**”). If you are entering into a Lease to enhance, upgrade or replace Equipment you are leasing from PBGFS, and if all Equipment has shipped and all Install Equipment has been installed, then your Lease Term will

commence to align with your current periodic invoice date. **You may not cancel this Lease for any reason, except as expressly set forth in Sections 8 and 9 below, and all payment obligations under this Lease are unconditional.** You understand that we own the Equipment. PBI owns any Meter as USPS regulations require.

2. **Payment Terms**

We will invoice you quarterly in arrears for all payments on the Order, unless the Order says otherwise (each such payment is a **"Periodic Payment"**). You will make each Periodic Payment by the due date shown on our invoice. Any Meter Services fees, SLA fees and subscription fees (collectively **"PBI Payments"**) will be included with your Periodic Payment and begin with the start of the Lease Term.

3. **End of Lease Options**

During the 30 days before your Lease ends, you may, unless you are in default: (i) enter into a new lease or an amended lease with us; (ii) purchase the Equipment "as is, where is" for its fair market value; or (iii) return the Equipment and Meter in their original condition, reasonable wear and tear excepted. If you return the Equipment and Meter, you will, as specified by us, either properly pack and return them to us in the return box and with the shipping label provided by us or furnish them to a service carrier specified by us to pick up and ship them to us. If you fail to notify us of your intent, then your Lease will terminate at the end of the Initial Term and you will return the Equipment to us.

4. **WARRANTY AND LIMITATION OF LIABILITY**

PBI PROVIDES YOU WITH THE LIMITED WARRANTIES IN SECTION 10. EACH OF PBGFS AND THE BANK (AS HEREINAFTER DEFINED) MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT, AND PBGFS AND THE BANK AREN'T LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

5. **Equipment Obligations**

You will keep the Equipment free from liens and in good condition and working order. We may inspect the Equipment and related maintenance records. You may not move the Equipment from the location specified on the Order without our prior written consent.

6. **Risk of Loss**

- (a) You bear the entire risk of loss, theft, damage or destruction to the Equipment from the date of acceptance (as described in the Master Agreement) until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted (**"Loss"**).
- (b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss.
- (c) To protect the Equipment from loss, you will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement that is reasonably satisfactory to us (**"Insurance"**).

7. **Other Lease Terms**

- (a) If more than one lessee is named in this Lease, liability is joint and several.
- (b) You may not assign or sublet the Equipment, the Meter or this Agreement without our prior written consent. Any assignment without our consent is void. We may sell or assign all or part of this Lease or the Equipment, but it will not affect your rights or obligations.
- (c) We will provide you with a welcome letter by email.
- (d) All applicable taxes required to be collected by us will be shown on the invoice.

8. NON-APPROPRIATION

You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

9. EARLY TERMINATION

You further warrant that you intend to enter into this Lease for the entire Lease Term and you acknowledge that we have relied upon such representation when determining the applicable pricing plan. If you cancel or terminate this Lease prior to the expiration of the Lease Term (other than for non-appropriations) you shall pay a termination charge equal to three monthly rental payments. This paragraph shall supersede Section 12(a)(ii) of these Terms.

GENERAL TERMS**10. Warranties**

We warrant that all PBI-branded equipment ("**PBI Equipment**") will be free from defects in material and workmanship and will perform according to the operator guides for a period of one year from the date (i) the PBI Equipment is installed at your location when PBI installs the PBI Equipment for you or (ii) the PBI Equipment is delivered to you when you can install it yourself.

- (a) A defect doesn't include the failure of rates within a rate update to conform to published rates.
- (b) We warrant that any service ("Service") we perform under the SLA set out in Sections 19 through 24 will be performed in a professional and workmanlike manner.
- (c) **YOUR SOLE REMEDY FOR A WARRANTY CLAIM IS TO HAVE US REPAIR OR REPLACE THE PBI EQUIPMENT OR, IN THE CASE OF DEFECTIVE SERVICE, REPERFORM THE SERVICE.**
- (d) There is no warranty for PBI Equipment that needs to be repaired or replaced because of any Excluded Circumstance. "**Excluded Circumstance**" is a circumstance outside of PBI's control, including your negligent or reckless use of the equipment, use of the equipment which exceeds our recommendations or in a way not authorized by this Agreement or any operator guide, use of the equipment in an environment with unsuitable humidity, line voltage, damage in transit, software virus, loss of data, loss or fluctuation of power, fire, flood or other natural causes, and other external forces beyond our control, servicing of the equipment by someone other than us, failure to use required software updates, use of the equipment with any system where we have told you that we will no longer provide support or that we have advised you is no longer compatible, or use of third party supplies (such as ink), hardware or software that results in (i) damage to equipment (including damage to printheads), (ii) poor indicia, text or image print quality, (iii) indicia readability failures or (iv) a failure to print indicia, text or images.
- (e) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with or within the PBI Equipment may be reclaimed, reconditioned or remanufactured. These items are warranted to perform according to the same standards as the equivalent new item.
- (f) The warranty doesn't cover ink, integrated printhead/ink cartridges, ink rollers, toner and drum cartridges, ribbons and similar items ("**Consumable Supplies**").
- (g) **EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELF AND OUR SUPPLIERS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED,**

INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE EQUIPMENT OR SERVICES. WE MAKE NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. WE AGREE TO PASS THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT PERMITTED.

11. Limitation of Liability

OUR TOTAL LIABILITY (INCLUDING ANY LIABILITY OF OUR SUPPLIERS) IS LIMITED TO THE FEES PAID BY YOU FOR THE APPLICABLE EQUIPMENT OR SERVICES. NEITHER WE NOR OUR SUPPLIERS IS LIABLE FOR ANY: (I) DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT OR YOUR NEGLIGENT ACTS OR OMISSIONS OR (II) INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL LOSS, OR LOST PROFITS, DATA OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT. THE LIMITATION OF LIABILITY SHALL BE IN ADDITION TO ANY INSURANCE COVERAGE REQUIRED UNDER THE CONTRACT, BUT IN NO EVENT WILL THE LIABILITY COVERAGE EXCEED ACTUAL DAMAGES INCURRED.

12. Default and Remedies

- (a) If you don't make any payment within fifteen days after the due date shown on our invoice, you breach any other obligation under this Agreement with Pitney Bowes and such breach continues for thirty days after we give you notice or you become insolvent or file for bankruptcy, you will be in default and we may:
- i. cancel this Agreement;
 - ii. require you to pay to us immediately all amounts payable under the Lease then due;
 - iii. disable the Meter;
 - iv. require you to return the Equipment and Meter, and delete or remove software; and deny you access to software;
 - v. if you don't return the Equipment, require you to immediately pay to us an amount equal to the value of the Equipment, as determined by us, and agreed to by you;
 - vi. charge you a 1% late charge on the outstanding balance, for each month that your payment is late;
 - vii. charge you a check return fee for payments made by you with insufficient funds; and
 - viii. pursue any other remedy, including repossessing the Equipment and Meter without notice to you. To the extent permitted by law, you waive any notice of our repossession or disposition of the Equipment or Meter. By repossessing the Equipment or Meter, we aren't waiving our right to collect the balance due.
- (b) We may suspend any services during any period that your account is more than forty-five past due.

13. Taxes

You are responsible for paying any taxes on the Meter and Meter Services, including sales and use tax, unless a valid tax exemption certification acceptable to the applicable taxing authority is provided.

14. Embedded Software; Applications

- (a) Our Equipment may contain embedded software. For embedded software, you agree that: (i) we and our licensors own the copyrights and other intellectual property to it; (ii) you are licensed only to use it with our Equipment in which it resides; (iii) you won't copy, modify, de-compile, or attempt to unbundle, reverse engineer or create derivative works of it; and (iv) you won't distribute or disclose it (or any portion) to anyone. The embedded software may contain third party software which is subject to any terms accompanying it. Technical support for embedded software will be given according to the SLA covering the Equipment with the embedded software.
- (b) Certain products and services may provide you an opportunity to access applications provided by us or a third party. Each application you access will have its own terms and conditions applicable to your use of that application located within it, so it is your responsibility to review those terms and conditions prior to use of the application.

15. Internet Access Point

The internet connectivity for the Equipment or Meter may use an internet access point provided by us. You may only use this access point for connectivity between the Equipment or Meter and the internet and for no other purpose. You agree to pay all costs resulting from the use of the access point in violation of this restriction.

16. Security Interest

You grant us a purchase money security interest in the Equipment, any replacements, and any proceeds from the sale of the Equipment, to secure payment of any balance due. We have the right to recover the Equipment if you haven't paid for it. We may file a copy of this Agreement as a financing statement with the State authorities. If you are leasing Equipment, you authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment in order to protect our interest in the Equipment.

17. Analog Connectivity

IF YOU USE AN ANALOG CONNECTION FOR YOUR MAILING SYSTEM, YOU ACKNOWLEDGE THAT THE ANALOG CONNECTIVITY IS PROVIDED BY A THIRD PARTY SUPPLIER. NEITHER WE NOR OUR SUPPLIERS PROVIDE ANY WARRANTY WITH RESPECT TO THE FUNCTIONALITY OR QUALITY OF THE ANALOG CONNECTION. IF THE THIRD PARTY SUPPLIER NO LONGER PROVIDES ANALOG CONNECTION CAPABILITY, WE WON'T BE RESPONSIBLE FOR PROCURING AN ALTERNATIVE SUPPLIER AND YOU WILL HAVE TO USE A DIGITAL CONNECTION.

18. Miscellaneous

- (a) We will use your information in accordance with our Privacy Statement located at <https://www.pitneybowes.com/us/legal/privacy-statement.html>.
- (b) You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.
- (c) We aren't responsible for any delay or failure to perform resulting from causes outside of our control.
- (d) You may not assign this Agreement without our prior written consent. Any assignment without our consent is void.
- (e) **ANY LEGAL ACTION YOU FILE AGAINST US MUST BE STARTED WITHIN THREE YEARS AFTER THE EVENT GIVING RISE TO YOUR CLAIM. YOU WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO THIS AGREEMENT.**
- (f) We can only change this Agreement if we both agree to do so in writing. You may use a purchase order to obtain equipment or services. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions won't be affected.
- (g) Our respective rights and obligations under Sections 11 (Limitation of Liability), 12 (Default and Remedies) and 13 (Taxes) will survive termination of this Agreement.
- (h) We may deliver any notice and other communication to you under this Agreement by email to the email address that we have on file for you. You agree to the delivery of these notices and other communications by email. We may call you at any number you give to us.
- (i) This Agreement is governed by the laws of the State of Colorado.
- (j) You agree to comply with all applicable export control laws and regulations.
- (k) If there is a conflict between any of these Terms, your State's Participating Addendum and the Master Agreement, the Participating Addendum and Master Agreement Terms shall prevail.

SERVICE LEVEL AGREEMENT

19. Applicability of SLA

This SLA section applies to you if we have entered into an agreement to provide service for any Equipment we lease, rent or sell on the Order, excluding Equipment with charges based on volume of use ("**Usage-based Equipment**") (the covered equipment is called "**Covered Equipment**").

20. Service Level Options

- (a) If you sign up for Standard SLA on the Order, PBI will provide at its option either repair or replacement services for the Covered Equipment during the Initial Service Term or any Renewal Service Term (each term as defined in Section 21) (the "Service Term"). You are also entitled to: (x) replacement printheads for Covered Equipment without additional charge, except for printheads which need to be replaced as a result of any Excluded Circumstance, and except for integrated printhead/ink cartridges; and (y) two preventative maintenance service calls per calendar year. PBI will notify you when preventative maintenance is due or you can request preventative maintenance service. If your Covered Equipment 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 Equipment or other items are located.
- (b) If PBI determines that replacement of Covered Equipment is necessary, PBI will, at no additional cost to you, promptly ship new, reconditioned, or remanufactured equipment of the same or a functionally equivalent model to replace the affected Covered Equipment. Unless PBI instructs you otherwise, within five days of receiving the replacement equipment, you must pack the Covered Equipment to be replaced in the shipping carton that contained the replacement equipment, place the pre-paid return address label on the carton, and return it to PBI. You are responsible for the Covered Equipment until PBI receives it.

21. Service Term

PBI will provide you with Service for twelve months, if you don't have a Lease, or for the Lease Term, if you are leasing Equipment (the "**Initial Service Term**"). **UPON NOTICE FROM YOU SERVICE RENEWS FOR CONSECUTIVE ONE YEAR TERMS (EACH A "RENEWAL SERVICE TERM"). IF WE DON'T RECEIVE NOTICE FROM YOU THEN WE WILL INVOICE YOU FOR AN ADDITIONAL SERVICE TERM; HOWEVER, YOU ARE UNDER NO OBLIGATION TO PAY, PROVIDING YOU THEN NOTIFY US OF YOUR INTENT TO TERMINATE.** PBI reserves the right not to renew your SLA for any reason.

22. SLA Fees

You will pay the SLA fees for the Initial Service Term and any Renewal Service Term(s). We may increase the SLA fees after the Initial Service Term, providing such increases are in accordance with Master Agreement pricing, and any increases will be reflected on your invoice. If you receive service for repairs caused by any Excluded Circumstance, PBI will charge you for the service at PBI's current Master Agreement hourly rates and for any required parts. If you exceed the cycle volume of your Equipment specified on the Order, PBI may bill you for the additional cycles over the specified cycle volume (the additional cycles are called the "Overage"). The charge will be determined by reference to the rate in effect in the Master Agreement at the time that we determine that an Overage exists. Upon request, you will provide the cycle volume to us. If you do not provide the cycle volume to us, we will estimate the cycle volume and send an invoice to you for any Overage based on our estimate. If, in the prior quarter, we estimated cycle volume and later receive actual cycle volume, then we will make adjustments based on actual usage on your next invoice.

23. Service Changes

PBI may modify its 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 Service by giving us a termination notice at the address indicated in Section 21 or you may create a case at pitneybowes.com/us/contact-us.html (follow the instructions under “how to create a case”).

24. Additional Service Terms

You can't elect to have Service apply to some but not all of the items of Equipment. Service doesn't include services and repairs that are made necessary due to any Excluded Circumstance. Service excludes the supply of postal and carrier rate changes and Consumable Supplies. If you replace any of your Covered Equipment during the Service Term, and the replacement Equipment qualifies for Services, PBI will automatically enroll you for maintenance coverage on the new Equipment at PBI's then current Master Agreement annual rates. If you acquire an attachment, or add a unit, to your Covered Equipment, PBI will provide coverage for each attachment or unit which we determine qualifies for coverage under the SLA and adjust your rate accordingly. If you choose not to continue coverage on the replacement Equipment, attachment or unit, you may cancel 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 or repair services on the Equipment, attachment or unit will be subject to PBI's current Master Agreement rates. Standard SLA will apply to rented Equipment at no additional charge.

EQUIPMENT RENTAL AND METER SERVICES TERMS**25. Equipment Rental and Meter Services**

This Equipment Rental and Meter Services Section applies to you whenever you rent Equipment and whenever you obtain Meter Services from us.

- (a) If you aren't leasing the Equipment and paying for it in your lease payment to PBGFS, we will invoice you the Equipment rental (“rental”) and Meter Services fees listed on the Order. After the period listed on the Order (the “**Initial Term**”), we may increase the rental and/or Meter Services fees in accordance with the Master Agreement. When you receive notice of an increase, you may terminate your rental or Meter Services only as of the date the increase becomes effective.
- (b) At the end of the Initial Term, upon notice from you, the rental term and Meter Services term will renew. If you fail to provide us with notice, then the rental term and Meter Services term will terminate at the end of the Initial Term. Upon expiration of the term of the rental or Meter Services, you agree to return Equipment and Meters covered by the rental and Meter Services agreement in their original condition, reasonable wear and tear excepted. We reserve the right to recover or disable the Meter and terminate your use at any time if you are in violation of USPS regulations.

26. Postage

You may transfer funds to The Pitney Bowes Bank, Inc. (the “Bank”) for deposit into your Reserve Account that you maintain with the Bank (your “**Reserve Account**”) or you may transfer funds to the United States Postal Service (the “**USPS**”) through a lockbox bank (a “**Lockbox Bank**”). See the “USPS Acknowledgment of Deposit” below for more information. Until the end of the Initial Term, we may charge you a fee of up to \$15.00 for refilling your postage. After the Initial Term, we may increase postage refill fees upon 30 days prior written notice. If you participate in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power), we will advance payment on your behalf to the USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your Meter Services fees.

27. Meter Repair or Replacement; Meter Care and Risk of Loss

If the Meter malfunctions or fails due to reasons other than an Excluded Circumstance, we will repair or replace the Meter. You agree to take proper care of the Meter(s), as stated in this Agreement and any user documentation. You assume all risk of loss or damage to the Meter(s) while you have possession.

28. Terms of Use of Meter; Federal Regulations

- (a) You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any operator guide and (iii) all USPS regulations. You agree to use only attachments or printing devices authorized by us. You must receive our written consent before moving the Equipment or Meter to a different location. Federal regulations require that we own the Meter. Tampering with or misusing the Meter is a violation of federal law. Activities of the USPS, including the payment of refunds for postage by the USPS to clients, will be made in accordance with the current Domestic Mail Manual. If the Meter is used in any unlawful scheme, or isn't used for any consecutive 12 month period, or if you take the Meter or allow the Meter to be taken outside the United States without proper written permission of USPS Headquarters, or if you enter a series of unpaid or short-paid mail pieces and/or packages in the mail stream, or if you resell the postage pricing that we offer under this Agreement to any third party, or if you are in possession of a decertified system, or if you otherwise fail to abide by the postal regulations and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter Services agreement may be revoked. You acknowledge that any use of a Meter that fraudulently deprives the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false or fraudulent statement can result in imprisonment of up to 5 years and fines of up to \$10,000 (18 U.S.C. 1001) and a civil penalty of up to \$5,000 plus an assessment of twice the amount falsely claimed (3 U.S.C. 3802). The mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes. You are responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to us. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft. You understand that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is your obligation to comply with any rules and regulations regarding its use.
- (b) You agree that you will not resell or attempt to resell the postage pricing that we offer you under this Agreement to any other party.
- (c) USPS Privacy Act Statement: Your information will be used to facilitate the purchase of USPS postage and fulfill transactional reporting requirements for USPS postage systems. Collection is authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, your transaction may not be processed. USPS does not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the service (service providers). For more information regarding USPS privacy policies, visit www.usps.com/privacypolicy.

29. Rate Updates and Soft-Guard® Program

Your Meter or Equipment may require periodic rate updates that you will obtain under our Soft-Guard program. We will provide rate updates only if required due to a postal or carrier change in rate, service, ZIP Code™ or zone change. The Soft-Guard program doesn't cover any change in rates due to custom rate changes, new classes of carrier service, or a change in ZIP Code or zone due to equipment relocation. We won't be responsible for any losses arising out of or resulting from the failure of rating or software downloads to conform to published rates.

30. Collection of Information

You authorize us to access and download information from your Meter or from your PC Postage account. We may disclose this information to the USPS or other authorized governmental entity. We won't share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order. We may elect to share aggregate data about our clients' postage usage with third parties.

31. Value Based Services

Value based services are services the USPS provides, including e-Return Receipt and USPS Confirmation Services. Any fees the USPS charges for these services are your responsibility to pay for

and are payable the same way that you pay for postage. The USPS is solely responsible for its services. We are not responsible for any malfunctions of any part of the communication link connecting the Meter with the USPS data system. The value based services provided by the USPS are provided without any warranty of any kind, either express or implied, including the warranty of merchantability or fitness for a particular purpose. We are not liable for any damages you may incur by reason of your use of the value based services provided by the USPS, including incidental, consequential, or punitive damages. We have the right to terminate the value based services if the USPS discontinues offering the service or you breach your obligations under this Agreement and fail to cure the breach within thirty days after you have been notified in writing.

USPS ACKNOWLEDGEMENT OF DEPOSIT

32. Acknowledgement of Deposit

This section of this Agreement provides you with the sections that the USPS requires we include in any agreement where we are providing Meter Services. The USPS requires that we use specific language. The “acknowledgement of deposit” terms are as follows:

- (a) In connection with your use of a Postage Evidencing System, you may transfer funds to the USPS through a Lockbox Bank for the purpose of prepayment of postage on Postage Evidencing Systems, generating evidence of postage (a “**Deposit**”), or you may transfer funds to the Bank for deposit into your Reserve Account.
- (b) To the extent you deposit funds in advance of the use of any evidence of postage, you may make Deposits in the Lockbox Bank account identified as “United States Postal Service CMRS-PB” or make deposits in your Reserve Account, in either case through electronic means, including Automated Clearinghouse Transfers. The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by you to the Lockbox Bank account described above.
- (c) Any deposit made by you in your Reserve Account is subject to the Reserve Account – Agreement and Disclosure Statement governing your Reserve Account.
- (d) Any Deposit made by you in the Lockbox Bank account shall be credited by the USPS only for the payment of evidence of postage. Such Deposits may be commingled with Deposits of other clients. You shall not receive or be entitled to any interest or other income earned on such Deposits.
- (e) The USPS will provide a refund to you for the remaining account balances of Deposits held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for evidence of postage, published in the CFR.
- (f) The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by you, so that PBI can update its records.
- (g) PBI may deposit funds on your behalf. The USPS will make no advances of funds to you. Any relationship concerning advances of funds is between you and PBI, PBGFS and/or the Bank.
- (h) You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.
- (i) Postal Regulations governing the deposit of funds are published in the CFR or its successor. You acknowledge that you shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

PRODUCT SPECIFIC TERMS**33. Software**

If you are acquiring an on-premise software license or on-demand subscription services, additional terms apply which are available by clicking on the hyperlink for that software or subscription service located at pitneybowes.com/us/state-and-local-government-solutions/states.html. Those additional terms are not incorporated into this document, nor have they been reviewed by the State of Colorado; therefore, you must review these additional terms prior to acquiring any on-premise software licenses or on-demand services.

34. PBBackup and PC-Backup Service Terms

Certain provisions which apply when you utilize the PBBackup or PC-Backup services are set forth at pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html. These additional provisions are not incorporated into this document, nor have they been reviewed by the State of Colorado; therefore, you must review these provisions prior to utilizing PBBackup or PC-Backup services.

36. AddressRight® Printers

Certain provisions which apply when you purchase, lease or rent an AddressRight Printer are set forth at pitneybowes.com/us/addressrightprinter-terms.html. These additional provisions are not incorporated into this document, nor have they been reviewed by the State of Colorado; therefore, you must review these provisions prior to the purchase, lease or rental of an AddressRight Printer.

37. DM Infinity

In no event shall the term for a DM Infinity meter agreement go beyond June 30, 2026. In addition, in no event shall a new DM Infinity meter be placed (installed) after June 30, 2024.

By entering into this agreement you acknowledge the metering function as well as support for the DM Infinity meter under this agreement will end on June 30, 2026 due to USPS regulations. This means that the metering device will stop functioning on June 30, 2026 and you will not be able to meter your mail. Mail processed on a DM Infinity meter after June 30, 2026 will not be accepted by the USPS.

ATTACHMENT 4, FAIR MARKET VALUE LEASE TERMS AND CONDITIONS – OPTION C

Pitney Bowes Global Financial Services LLC will serve as a sub-contractor pursuant to the Master Agreement awarded under Solicitation BPM003137 and will be the Lessor under this Fair Market Value Lease Terms and Condition Agreement. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI). Due to USPS regulations, only PBI can own a Meter.

The pricing plan for the NASPO ValuePoint Fair Market Value Lease Terms and Conditions is as follows:

Monthly Rate Factors:

Term: Lease Rate:

24	.0466
36	.0329
48	.0261
60	.0221

Thank you for choosing Pitney Bowes products and services. These Terms, the executed order (the “Order”), your State’s Participating Addendum and the NASPO ValuePoint Master Agreement and any exhibits attached thereto, make up your agreement with Pitney Bowes (this “Agreement”). Please read this Agreement carefully.

Let’s start with a few definitions that should help you better understand your agreement. “PBI” means Pitney Bowes Inc. “Pitney Bowes” means PBI and its subsidiaries. “We”, “our” or “us” refers to the Pitney Bowes companies with whom you’ve entered into the Order. “You” or “your” refers to the entity identified on the Order. “Master Agreement” means NASPO ValuePoint Master Agreement awarded under Solicitation BPM003137 for Mailing Equipment, Supplies and Maintenance contract administered by the State of Arizona and shall consist of: the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by us, our responses to any requests for clarifications and/or our best and final offer. “State Participating Addendum” means the bilateral agreement executed by us and your participating state incorporating the Master Agreement. “Meter” means any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+®, a SendPro® P series or a SendPro C series mailing system, the postal security device that accounts for and enables postage to be purchased and printed (“PSD”), and (ii) in the case of all other mailing systems, the PSD, the user interface or keyboard and display and the print engine. “Meter Services” means: access to the PSD to download, account for, and enable printing of postage within a PBI Postage Evidencing System as defined in Title 39, Part 501 of the Code of Federal Regulations (“CFR”); USPS mandated processes associated with the PSD, including registration, usage reporting and withdrawal; repair or replacement of the PSD as described in Section 27; and the Soft-Guard Program outlined in Section 29. “Equipment” means the equipment listed on the Order, excluding any Meter or standalone software. “Lease” means Lease terms and conditions set out in Sections 1 through 9.

The provisions included in these Terms consist of: (i) Lease Terms; (ii) General Terms; (iii) a Service Level Agreement (“SLA”); (iv) Equipment Rental and Meter Services Terms; (v) an Acknowledgement of Deposit required by the United States Postal Service in any transaction involving a Meter; (vi) Purchase Power® Terms for a limited purpose credit line that may be available to you; and (vii) provisions relating to specific products.

LEASE TERMS

1. Lease of Equipment; Provider of Leasing Services

If you are leasing Equipment, these Lease terms apply. PBI is the manufacturer of the Equipment. Pitney Bowes Global Financial Services LLC, a wholly-owned subsidiary of PBI, or one of its subsidiaries (“PBGFS”), provides you with the leasing services. The term of this Lease is the number of months stated on the Order, unless it ends earlier due to (i) termination at our option upon the occurrence of an event of default, provided that all payment obligations under this Lease survive termination of this Agreement, or (ii) termination under Section 8 or 9 below (the “Lease Term”). For a New Leases, the Lease Term begins on the date the Equipment is shipped if we don’t install the Equipment, and the date of installation if we install the Equipment (“Install Equipment”). If you are entering into a Lease to enhance, upgrade or replace Equipment you are leasing from PBGFS, and if all Equipment has shipped and all Install Equipment has been

installed, then your Lease Term will commence to align with your current periodic invoice date. You may not cancel this Lease for any reason, except as expressly set forth in Section 8 and 9 below and all payment obligations under this Lease are unconditional. You understand that we own the Equipment. PBI owns any Meter as USPS regulations require. Except as stated in Section 3, you don't have the right to become the owner of the Equipment at the end of the Lease Term.

2. Payment Terms

We will invoice you quarterly in arrears for all payments on the Order, unless the Order says otherwise (each such payment is a "Periodic Payment"). You will make each Periodic Payment by the due date shown on our invoice. Any Meter Services fees, SLA fees and subscription fees (collectively "PBI Payments") will be included with your Periodic Payment and begin with the start of the Lease Term.

3. End of Lease Options

During the 30 days before your Lease ends, you may, unless you are in default: (i) enter into a new lease or an amended lease with us; (ii) purchase the Equipment "as is, where is" for its fair market value; or (iii) return the Equipment and Meter in their original condition, reasonable wear and tear excepted. If you return the Equipment and Meter, you will, as specified by us, either properly pack and return them to us in the return box and with the shipping label provided by us or furnish them to a service carrier specified by us to pick up and ship them to us. If you fail to notify us of your intent, then your Lease will terminate at the end of the Initial Term and you will return the Equipment to us.

4. WARRANTY AND LIMITATION OF LIABILITY

PBI PROVIDES YOU WITH THE LIMITED WARRANTIES IN SECTION 10. EACH OF PBGFS AND THE BANK (AS HEREINAFTER DEFINED) MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT, AND PBGFS AND THE BANK AREN'T LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

5. Equipment Obligations

You will keep the Equipment free from liens and in good condition and working order. We may inspect the Equipment and related maintenance records. You may not move the Equipment from the location specified on the Order without our prior written consent.

6. Risk of Loss

(a) You bear the entire risk of loss, theft, damage or destruction to the Equipment from the date of acceptance (as described in the Master Agreement) until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted ("Loss").

(b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss.

(c) To protect the Equipment from loss, you will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement that is reasonably satisfactory to us ("Insurance").

7. Other Lease Terms

(a) If more than one lessee is named in this Lease, liability is joint and several.

(b) You may not assign or sublet the Equipment, the Meter or this Agreement without our prior written consent. Any assignment without our consent is void. We may sell or assign all or part of this Lease or the Equipment, but it will not affect your rights or obligations.

(c) We will provide you with a welcome letter by email.

(d) All applicable taxes required to be collected by us will be shown on the invoice.

8. NON-APPROPRIATION

You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i)

submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

9. EARLY TERMINATION

You further warrant that you intend to enter into this Lease for the entire Lease Term and you acknowledge that we have relied upon such representation when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Lease Term (other than for non-appropriations), you shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year. The foregoing paragraph shall supersede Section 12(a)(ii) of these Terms.

GENERAL TERMS

10. Warranties

We warrant that all PBI-branded equipment ("PBI Equipment") will be free from defects in material and workmanship and will perform according to the operator guides for a period of one year from the date (i) the PBI Equipment is installed at your location when PBI installs the PBI Equipment for you or (ii) the PBI Equipment is delivered to you when you can install it yourself. The DI2000™ inserting system has its own unique warranty that you can see at [pitneybowes.com/us/state-and-local-government-solutions/states.html](http://www.pitneybowes.com/us/state-and-local-government-solutions/states.html) <http://www.pitneybowes.com/us/di2000-terms.html>.

- (a) A defect doesn't include the failure of rates within a rate update to conform to published rates.
- (b) We warrant that any service ("Service") we perform under the SLA set out in Sections 19 through 24 will be performed in a professional and workmanlike manner.
- (c) YOUR SOLE REMEDY FOR A WARRANTY CLAIM IS TO HAVE US REPAIR OR REPLACE THE PBI EQUIPMENT OR, IN THE CASE OF DEFECTIVE SERVICE, REPERFORM THE SERVICE.
- (d) There is no warranty for PBI Equipment that needs to be repaired or replaced because of any Excluded Circumstance. "Excluded Circumstance" is a circumstance outside of PBI's control, including your negligent or reckless use of the equipment, use of the equipment which exceeds our recommendations or in a way not authorized by this Agreement or any operator guide, use of the equipment in an environment with unsuitable humidity, line voltage, damage in transit, software virus, loss of data, loss or fluctuation of power, fire, flood or other natural causes, and other external forces beyond our control, servicing of the equipment by someone other than us, failure to use required software updates, use of the equipment with any system where we have told you that we will no longer provide support or that we have advised you is no longer compatible, or use of third party supplies (such as ink), hardware or software that results in (i) damage to equipment (including damage to printheads), (ii) poor indicia, text or image print quality, (iii) indicia readability failures or (iv) a failure to print indicia, text or images.
- (e) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with or within the PBI Equipment may be reclaimed, reconditioned or remanufactured. These items are warranted to perform according to the same standards as the equivalent new item.
- (f) The warranty doesn't cover ink, integrated printhead/ink cartridges, ink rollers, toner and drum cartridges, ribbons and similar items ("Consumable Supplies").
- (g) EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELF AND OUR SUPPLIERS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE EQUIPMENT OR SERVICES. WE MAKE NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. WE AGREE TO PASS THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT PERMITTED.

11. Limitation of Liability

OUR TOTAL LIABILITY (INCLUDING ANY LIABILITY OF OUR SUPPLIERS) IS LIMITED TO THE FEES PAID BY YOU FOR THE APPLICABLE EQUIPMENT OR SERVICES. NEITHER WE NOR OUR SUPPLIERS IS LIABLE FOR ANY: (I) DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT OR YOUR NEGLIGENT ACTS OR OMISSIONS OR (II) INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL

LOSS, OR LOST PROFITS, DATA OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT. THE LIMITATION OF LIABILITY SHALL BE IN ADDITION TO ANY INSURANCE COVERAGE REQUIRED UNDER THE CONTRACT, BUT IN NO EVENT WILL THE LIABILITY COVERAGE EXCEED ACTUAL DAMAGES INCURRED.

12. Default and Remedies

(a) If you don't make any payment within fifteen days after the due date shown on our invoice, you breach any other obligation under this Agreement with Pitney Bowes and such breach continues for thirty days after we give you notice or you become insolvent or file for bankruptcy, you will be in default and we may:

- i. cancel this Agreement;
- ii. require you to pay to us immediately all amounts payable under the Lease then due;
- iii. disable the Meter;
- iv. require you to return the Equipment and Meter, and delete or remove software; and deny you access to software;
- v. if you don't return the Equipment, require you to immediately pay to us an amount equal to the value of the Equipment, as determined by us, and agreed to by you;
- vi. charge you a 1% late charge on the outstanding balance, for each month that your payment is late;
- vii. charge you a check return fee for payments made by you with insufficient funds; and
- viii. pursue any other remedy, including repossessing the Equipment and Meter without notice to you. To the extent permitted by law, you waive any notice of our repossession or disposition of the Equipment or Meter. By repossessing the Equipment or Meter, we aren't waiving our right to collect the balance due.

(b) We may suspend any services during any period that your account is more than forty-five days past due.

13. Taxes

You are responsible for paying any taxes on the Meter and Meter Services, including sales and use tax, unless a valid tax exemption certification acceptable to the applicable taxing authority is provided.

14. Embedded Software; Applications

(a) Our Equipment may contain embedded software. For embedded software, you agree that: (i) we and our licensors own the copyrights and other intellectual property to it; (ii) you are licensed only to use it with our Equipment in which it resides; (iii) you won't copy, modify, de-compile, or attempt to unbundle, reverse engineer or create derivative works of it; and (iv) you won't distribute or disclose it (or any portion) to anyone. The embedded software may contain third party software which is subject to any terms accompanying it. Technical support for embedded software will be given according to the SLA covering the Equipment with the embedded software.

(b) Certain products and services may provide you an opportunity to access applications provided by us or a third party. Each application you access will have its own terms and conditions applicable to your use of that application located within it, so it is your responsibility to review those terms and conditions prior to use of the application.

15. Internet Access Point

The internet connectivity for the Equipment or Meter may use an internet access point provided by us. You may only use this access point for connectivity between the Equipment or Meter and the internet and for no other purpose. You agree to pay all costs resulting from the use of the access point in violation of this restriction.

16. Security Interest

You grant us a purchase money security interest in the Equipment, any replacements, and any proceeds from the sale of the Equipment, to secure payment of any balance due. We have the right to recover the Equipment if you haven't paid for it. We may file a copy of this Agreement as a financing statement with the State authorities. If you are leasing Equipment, you authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment in order to protect our interest in the Equipment.

17. Analog Connectivity

IF YOU USE AN ANALOG CONNECTION FOR YOUR MAILING SYSTEM, YOU ACKNOWLEDGE THAT THE ANALOG CONNECTIVITY IS PROVIDED BY A THIRD PARTY SUPPLIER. NEITHER WE NOR OUR SUPPLIERS PROVIDE ANY WARRANTY WITH RESPECT TO THE FUNCTIONALITY OR QUALITY OF THE ANALOG CONNECTION. IF THE THIRD PARTY SUPPLIER NO LONGER PROVIDES ANALOG CONNECTION CAPABILITY, WE WON'T BE RESPONSIBLE FOR PROCURING AN ALTERNATIVE SUPPLIER AND YOU WILL HAVE TO USE A DIGITAL CONNECTION.

18. Miscellaneous

(a) We will use your information in accordance with our Privacy Statement located at <https://www.pitneybowes.com/us/legal/privacy-statement.html>.

(b) You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.

(c) We aren't responsible for any delay or failure to perform resulting from causes outside of our control.

(d) You may not assign this Agreement without our prior written consent. Any assignment without our consent is void.

(e) ANY LEGAL ACTION YOU FILE AGAINST US MUST BE STARTED WITHIN THREE YEARS AFTER THE EVENT GIVING RISE TO YOUR CLAIM. YOU WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO THIS AGREEMENT.

(f) We can only change this Agreement if we both agree to do so in writing. You may use a purchase order to obtain equipment or services. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions won't be affected.

(g) Our respective rights and obligations under Sections 11 (Limitation of Liability), 12 (Default and Remedies) and 13 (Taxes) will survive termination of this Agreement.

(h) We may deliver any notice and other communication to you under this Agreement by email to the email address that we have on file for you. You agree to the delivery of these notices and other communications by email. We may call you at any number you give to us.

(i) This Agreement is governed by the laws of the State of Colorado.

(l) You agree to comply with all applicable export control laws and regulations.

(m) If there is a conflict between any of these Terms, your State's Participating Addendum and the Master Agreement, the Participating Addendum and Master Agreement Terms shall prevail.

SERVICE LEVEL AGREEMENT**19. Applicability of SLA**

This SLA section applies to you if we have entered into an agreement to provide service for any Equipment we lease, rent or sell on the Order, excluding Equipment with charges based on volume of use ("Usage-based Equipment") and any DI2000™ (the covered equipment is called "Covered Equipment").

20. Service Level Options

(a) If you sign up for Standard SLA on the Order, PBI will provide at its option either repair or replacement services for the Covered Equipment during the Initial Service Term or any Renewal Service Term (each term as defined in Section 21) (the "Service Term"). You are also entitled to: (x) replacement printheads for Covered Equipment without additional charge, except for printheads which need to be replaced as a result of any Excluded Circumstance, and except for integrated printhead/ink cartridges; and (y) two preventative maintenance service calls per calendar year. PBI will notify you when preventative maintenance is due or you can request preventative maintenance service. If your Covered Equipment 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 Equipment or other items are located.

(b) If PBI determines that replacement of Covered Equipment is necessary, PBI will, at no additional cost to you, promptly ship new, reconditioned, or remanufactured equipment of the same or a functionally equivalent model to replace the affected Covered Equipment. Unless PBI instructs you otherwise, within five days of receiving the replacement equipment,

you must pack the Covered Equipment to be replaced in the shipping carton that contained the replacement equipment, place the pre-paid return address label on the carton, and return it to PBI. You are responsible for the Covered Equipment until PBI receives it.

21. Service Term

PBI will provide you with Service for twelve months, if you don't have a Lease, or for the Lease Term, if you are leasing Equipment (the "Initial Service Term"). UPON NOTICE FROM YOU SERVICE RENEWS FOR CONSECUTIVE ONE YEAR TERMS (EACH A "RENEWAL SERVICE TERM"). IF WE DON'T RECEIVE NOTICE FROM YOU THEN WE WILL INVOICE YOU FOR AN ADDITIONAL SERVICE TERM; HOWEVER, YOU ARE UNDER NO OBLIGATION TO PAY, PROVIDING YOU THEN NOTIFY US OF YOUR INTENT TO TERMINATE. PBI reserves the right not to renew your SLA for any reason.

22. SLA Fees

You will pay the SLA fees for the Initial Service Term and any Renewal Service Term(s). We may increase the SLA fees after the Initial Service Term, providing such increases are in accordance with Master Agreement pricing, and any increases will be reflected on your invoice. If you receive service for repairs caused by any Excluded Circumstance, PBI will charge you for the service at PBI's current Master Agreement hourly rates and for any required parts. If you exceed the cycle volume of your Equipment specified on the Order, PBI may bill you for the additional cycles over the specified cycle volume (the additional cycles are called the "Overage"). The charge will be determined by reference to the rate in effect in the Master Agreement at the time that we determine that an Overage exists. Upon request, you will provide the cycle volume to us. If you do not provide the cycle volume to us, we will estimate the cycle volume and send an invoice to you for any Overage based on our estimate. If, in the prior quarter, we estimated cycle volume and later receive actual cycle volume, then we will make adjustments based on actual usage on your next invoice.

23. Service Changes

PBI may modify its 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 Service by giving us a termination notice at the address indicated in Section 21 or you may create a case at pitneybowes.com/us/contact-us.html (follow the instructions under "how to create a case").

24. Additional Service Terms

You can't elect to have Service apply to some but not all of the items of Equipment. Service doesn't include services and repairs that are made necessary due to any Excluded Circumstance. Service excludes the supply of postal and carrier rate changes and Consumable Supplies. If you replace any of your Covered Equipment during the Service Term, and the replacement Equipment qualifies for Services, PBI will automatically enroll you for maintenance coverage on the new Equipment at PBI's then current Master Agreement annual rates. If you acquire an attachment, or add a unit, to your Covered Equipment, PBI will provide coverage for each attachment or unit which we determine qualifies for coverage under the SLA and adjust your rate accordingly. If you choose not to continue coverage on the replacement Equipment, attachment or unit, you may cancel 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 or repair services on the Equipment, attachment or unit will be subject to PBI's current Master Agreement rates. Standard SLA will apply to rented Equipment at no additional charge.

EQUIPMENT RENTAL AND METER SERVICES TERMS

25. Equipment Rental and Meter Services

This Equipment Rental and Meter Services Section applies to you whenever you rent Equipment and whenever you obtain Meter Services from us.

(a) If you aren't leasing the Equipment and paying for it in your lease payment to PBGFS, we will invoice you the Equipment rental ("rental") and Meter Services fees listed on the Order. After the period listed on the Order (the "Initial Term"), we may increase the rental and/or Meter Services fees in accordance with the Master Agreement. When you receive notice of an increase, you may terminate your rental or Meter Services only as of the date the increase becomes effective.

(b) At the end of the Initial Term, upon notice from you, the rental term and Meter Services term will renew. If you fail to provide us with notice, then the rental term and Meter Services term will terminate at the end of the Initial Term. Upon expiration of the term of the rental or Meter Services, you agree to return Equipment and Meters covered by the rental and Meter Services agreement in their original condition, reasonable wear and tear excepted. We reserve the right to recover or disable the Meter and terminate your use at any time if you are in violation of USPS regulations.

26. Postage

You may transfer funds to The Pitney Bowes Bank, Inc. (the “Bank”) for deposit into your Reserve Account that you maintain with the Bank (your “Reserve Account”) or you may transfer funds to the United States Postal Service (the “USPS”) through a lockbox bank (a “Lockbox Bank”). See the “USPS Acknowledgment of Deposit” below for more information. Until the end of the Initial Term, we may charge you a fee of up to \$15.00 for refilling your postage. After the Initial Term, we may increase postage refill fees upon 30 days prior written notice. If you participate in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power), we will advance payment on your behalf to the USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your Meter Services fees.

27. Meter Repair or Replacement; Meter Care and Risk of Loss

If the Meter malfunctions or fails due to reasons other than an Excluded Circumstance, we will repair or replace the Meter. You agree to take proper care of the Meter(s), as stated in this Agreement and any user documentation. You assume all risk of loss or damage to the Meter(s) while you have possession.

28. Terms of Use of Meter; Federal Regulations

(a) You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any operator guide and (iii) all USPS regulations. You agree to use only attachments or printing devices authorized by us. You must receive our written consent before moving the Equipment or Meter to a different location. Federal regulations require that we own the Meter. Tampering with or misusing the Meter is a violation of federal law. Activities of the USPS, including the payment of refunds for postage by the USPS to clients, will be made in accordance with the current Domestic Mail Manual. If the Meter is used in any unlawful scheme, or isn’t used for any consecutive 12 month period, or if you take the Meter or allow the Meter to be taken outside the United States without proper written permission of USPS Headquarters, or if you enter a series of unpaid or short-paid mail pieces and/or packages in the mail stream, or if you resell the postage pricing that we offer under this Agreement to any third party, or if you are in possession of a decertified system, or if you otherwise fail to abide by the postal regulations and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter Services agreement may be revoked. You acknowledge that any use of a Meter that fraudulently deprives the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false or fraudulent statement can result in imprisonment of up to 5 years and fines of up to \$10,000 (18 U.S.C. 1001) and a civil penalty of up to \$5,000 plus an assessment of twice the amount falsely claimed (3 U.S.C. 3802). The mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes. You are responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to us. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft. You understand that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is your obligation to comply with any rules and regulations regarding its use.

(b) You agree that you will not resell or attempt to resell the postage pricing that we offer you under this Agreement to any other party.

(c) USPS Privacy Act Statement: Your information will be used to facilitate the purchase of USPS postage and fulfill transactional reporting requirements for USPS postage systems. Collection is authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, your transaction may not be processed. USPS does not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the service (service providers). For more information regarding USPS privacy policies, visit www.usps.com/privacypolicy.

29. Rate Updates and Soft-Guard® Program

Your Meter or Equipment may require periodic rate updates that you will obtain under our Soft-Guard program. We will provide rate updates only if required due to a postal or carrier change in rate, service, ZIP Code™ or zone change. The Soft-Guard program doesn’t cover any change in rates due to custom rate changes, new classes of carrier service, or a change in ZIP Code or zone due to equipment relocation. We won’t be responsible for any losses arising out of or resulting from the failure of rating or software downloads to conform to published rates.

30. Collection of Information

You authorize us to access and download information from your Meter or from your PC Postage account. We may disclose this information to the USPS or other authorized governmental entity. We won't share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order. We may elect to share aggregate data about our clients' postage usage with third parties.

31. Value Based Services

Value based services are services the USPS provides, including e-Return Receipt and USPS Confirmation Services. Any fees the USPS charges for these services are your responsibility to pay for and are payable the same way that you pay for postage. The USPS is solely responsible for its services. We are not responsible for any malfunctions of any part of the communication link connecting the Meter with the USPS data system. The value based services provided by the USPS are provided without any warranty of any kind, either express or implied, including the warranty of merchantability or fitness for a particular purpose. We are not liable for any damages you may incur by reason of your use of the value based services provided by the USPS, including incidental, consequential, or punitive damages. We have the right to terminate the value based services if the USPS discontinues offering the service or you breach your obligations under this Agreement and fail to cure the breach within thirty days after you have been notified in writing.

USPS ACKNOWLEDGEMENT OF DEPOSIT

32. Acknowledgement of Deposit

This section of this Agreement provides you with the sections that the USPS requires we include in any agreement where we are providing Meter Services. The USPS requires that we use specific language. The "acknowledgement of deposit" terms are as follows:

- (a) In connection with your use of a Postage Evidencing System, you may transfer funds to the USPS through a Lockbox Bank for the purpose of prepayment of postage on Postage Evidencing Systems, generating evidence of postage (a "Deposit"), or you may transfer funds to the Bank for deposit into your Reserve Account.
- (b) To the extent you deposit funds in advance of the use of any evidence of postage, you may make Deposits in the Lockbox Bank account identified as "United States Postal Service CMRS-PB" or make deposits in your Reserve Account, in either case through electronic means, including Automated Clearinghouse Transfers. The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by you to the Lockbox Bank account described above.
- (c) Any deposit made by you in your Reserve Account is subject to the Reserve Account – Agreement and Disclosure Statement governing your Reserve Account.
- (d) Any Deposit made by you in the Lockbox Bank account shall be credited by the USPS only for the payment of evidence of postage. Such Deposits may be commingled with Deposits of other clients. You shall not receive or be entitled to any interest or other income earned on such Deposits.
- (e) The USPS will provide a refund to you for the remaining account balances of Deposits held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for evidence of postage, published in the CFR.
- (f) The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by you, so that PBI can update its records.
- (g) PBI may deposit funds on your behalf. The USPS will make no advances of funds to you. Any relationship concerning advances of funds is between you and PBI, PBGFS and/or the Bank.
- (h) You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.
- (i) Postal Regulations governing the deposit of funds are published in the CFR or its successor. You acknowledge that you shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

PRODUCT SPECIFIC TERMS

33. Software

If you are acquiring an on-premise software license or on-demand subscription services, additional terms apply which are available by clicking on the hyperlink for that software or subscription service located at [pitneybowes.com/us/state-and-local-government-solutions/states.html](http://www.pitneybowes.com/us/state-and-local-government-solutions/states.html) <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are not incorporated into this document, nor have they been reviewed by the State of Colorado; therefore, you must review these additional terms prior to acquiring any on-premise software licenses or on-demand services.

34. DI2000 Inserting System Terms

Certain provisions which apply when you purchase, lease or rent a DI2000 inserting system and when you purchase a service plan for it are set forth at pitneybowes.com/us/state-and-local-government-solutions.html and in Attachment 5, DI2000 Terms and Conditions, to the Participating Addendum.

35. PBBackup and PC-Backup Service Terms

Certain provisions which apply when you utilize the PBBackup or PC-Backup services are set forth at pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html. These additional provisions are not incorporated into this document, nor have they been reviewed by the State of Colorado; therefore, you must review these provisions prior to utilizing the PBBackup or PC-Backup services.

36. Pitney Bowes Intelligent Locker Solutions

You must keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of Insurance. The Pitney Bowes Intelligent Locker Solutions may include a statement of work.

37. AddressRight® Printers

Certain provisions which apply when you purchase, lease or rent an AddressRight Printer are set forth at pitneybowes.com/us/addressrightprinter-terms.html. These additional provisions are not incorporated into this document, nor have they been reviewed by the State of Colorado; therefore, you must review these provisions prior to the purchase, lease or rental of an AddressRight Printer.

38. DM Infinity

In no event shall the term for a DM Infinity meter agreement go beyond June 30, 2026. In addition, in no event shall a new DM Infinity meter be placed (installed) after June 30, 2024.

By entering into this agreement you acknowledge the metering function as well as support for the DM Infinity meter under this agreement will end on June 30, 2026 due to USPS regulations. This means that the metering device will stop functioning on June 30, 2026 and you will not be able to meter your mail. Mail processed on a DM Infinity meter after June 30, 2026 will not be accepted by the USPS.

ATTACHMENT 5, 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 entered into as a result of BPM003137, 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**”). **UPON NOTICE FROM YOU, SERVICE RENEWS FOR CONSECUTIVE ONE YEAR TERMS (EACH A “RENEWAL SERVICE TERM”). IF WE DON’T RECEIVE NOTICE FROM YOU THEN WE WILL INVOICE YOU FOR AN ADDITIONAL SERVICE TERM; HOWEVER, YOU ARE UNDER NO OBLIGATION TO PAY,**

PROVIDING YOU THEN NOTIFY US OF YOUR INTENT TO TERMINATE. PBI reserves the right not to renew your SLA for any reason.

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, providing such increases are in accordance with Master Agreement pricing, 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 Master Agreement hourly rates and for any required parts. "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 Master Agreement 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 up to 12 million cycles a year and \$0.005 per cycle for

each additional cycle over the specified cycle volume greater than 12 million cycles (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 Master Agreement 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 the Master Agreement.

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.

ATTACHMENT 6, HOSTING ADDENDUM TO SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

This Addendum is between Pitney Bowes Inc., a Delaware corporation, with offices at 3001 Summer Street, Stamford, CT 06926 ("**Pitney Bowes**") and the customer ("**Licensee**") named in a Sales/Lease Agreement with Pitney Bowes or one of its affiliates pursuant to which Licensee has agreed to pay a hosting fee for Pitney Bowes to host certain Pitney Bowes Software licensed by Pitney Bowes to Licensee under a Software License and Maintenance Agreement (the "**License Agreement**"). This Addendum sets forth the terms pursuant to which Pitney Bowes will host for Licensee such Pitney Bowes Software. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the License Agreement. LICENSEE'S SIGNATURE BELOW, OR USE OF THE PITNEY BOWES SOFTWARE, CONSTITUTES LICENSEE'S AGREEMENT TO THIS ADDENDUM.

1. Definitions

- (a) "**Host Environment**" means all software, middleware and hardware necessary to host the Pitney Bowes Software, including, without limitation, host servers; server, telecommunications and security software; database software; operating systems; client access hardware; back-up systems; network routing; system monitoring; and Internet access.
- (b) "**Pitney Bowes Hosting Period**" means the period during which Pitney Bowes has agreed to host the Pitney Bowes Software and Licensee has paid for such hosting.
- (c) "**Licensee Hosting Period**" means all times other than the Pitney Bowes Hosting Period.

2. Pitney Bowes Hosting Period

The following terms apply during the Pitney Bowes Hosting Period:

- (a) Pitney Bowes shall: (i) host the Pitney Bowes Software for Licensee on server(s) at a Pitney Bowes or third-party facility ("**Host Servers**"); and (b) provide all appropriate and necessary application support, Software Maintenance, network security within the host firewall and load balancing for the Pitney Bowes Software for Licensee's use. As part of the foregoing, database transactions will be captured on a continuous basis, replicated to a backup system during Hosting Measurement Hours (as defined in Section 3 of this Addendum) and copied daily to a tape that is sent to a secure off-site storage facility.
- (b) The Pitney Bowes Hosting Period for Pitney Bowes Software that is financed under a Lease Agreement shall be the term of the Lease Agreement. The Pitney Bowes Hosting Period for Pitney Bowes Software subject to a Sales Agreement shall be for the term indicated in the Sales Agreement.
- (c) Pitney Bowes shall use commercially reasonable efforts to minimize downtime of the Host Servers for maintenance, updates and revisions to the Pitney Bowes Software and other software, hardware and equipment associated therewith. Except as expressly set forth in this Addendum, Pitney Bowes makes no representation, warranty, guaranty or other assurances regarding up-time of the Host Servers or the availability or accessibility of the Pitney Bowes Software.
- (d) Licensee shall provide Pitney Bowes, in writing, with the name, email address and telephone number of a Licensee representative whom Pitney Bowes may contact in the event of any Downtime (as defined in Section 3 of this Addendum). Pitney Bowes shall notify such representative by email when Downtime has exceeded fifteen (15) minutes. If an acknowledgement or notification of receipt of such notice is not received within thirty (30) minutes, up to two (2) attempts will be made by Pitney Bowes to reach such representative by telephone, leaving a message if possible. The same procedure will be followed when the Downtime has ended.
- (e) Licensee shall be solely responsible for: (i) its access to the Pitney Bowes Software through a Licensee WAN and to the Internet; (ii) providing, operating and maintaining all software (other than the Pitney Bowes Software to the extent Pitney Bowes is responsible therefor under this Addendum) and hardware in its locations or which may otherwise be required in connection with the Pitney Bowes Software and the use thereof; and (iii) without limiting the foregoing, configuration of the Pitney Bowes Software for each location, including, without limitation, user ID's, security levels and carrier accounts. Any changes by Licensee to the operating environment of its computer systems which require a revision of the Pitney Bowes Software or additional work by Pitney Bowes are subject to Pitney Bowes's prior written consent and an additional charge by Pitney Bowes.
- (f) Licensee shall provide Pitney Bowes with such cooperation as Pitney Bowes shall reasonably request with respect to Pitney Bowes's obligations under this Addendum, including, without limitation, by providing access through Licensee's firewall to the Pitney Bowes hosted network.

- (g) Pitney Bowes may provide links to external sites that cause Licensee to leave the site at which the Pitney Bowes Software is available. Any such link is provided for the use and convenience of Licensee. The appearance of a link does not constitute an endorsement, recommendation or certification by Pitney Bowes of the external link; and should not be construed as a suggestion that the external link has any relationship with Pitney Bowes except as expressly provided in the Pitney Bowes Software or the User Manual.
- (h) Pitney Bowes automatically collects and/or tracks: (i) the home server domain names, e-mail addresses, type of client computer, and type of web browser of users to the web site at which the Pitney Bowes Software is available, (ii) the e-mail addresses of users that communicate with Pitney Bowes; (iii) other information knowingly provided by the user; and (iv) aggregate or specific information on what pages users access. Pitney Bowes may use a technology called "cookies". These cookies may be used to obtain data such as the user's name, user-name and pages viewed.
- (i) The volume of transactions is expected to be reasonably evenly distributed throughout the year. Licensee acknowledges that peaks of volume may adversely affect hosting performance and that Pitney Bowes reserves the right to modify the hosting fee as a result of repeated peaks.

3. Downtime during Pitney Bowes Hosting Period

- (a) For purposes of this Addendum, the following terms have the meaning set forth next to them:

- (i) **"Hosting Measurement Hours"** means, during the Pitney Bowes Hosting Period, 6 a.m. to 9 p.m., Central Time, Monday through Friday, excluding national holidays.
- (ii) **"Measurement Period"** means, during the Pitney Bowes Hosting Period: (A) the first full twelve-month calendar period beginning after the later of: (1) the date on which Licensee has paid all amounts due to Pitney Bowes under the Sales Agreement or payments have begun under the Lease Agreement; or (2) Licensee's acceptance of the Pitney Bowes Software on a Delivery and Acceptance Form or other form provided by Pitney Bowes; (B) each successive full twelve-month calendar period thereafter during the Pitney Bowes Hosting Period; and (C) the final period at the end of the Pitney Bowes Hosting Period following the periods referred to in (A) or (B), provided that such final period shall be at least three (3) full calendar months.
- (iii) **"Downtime"** means the time during Hosting Measurement Hours when the shipping functionality of the Pitney Bowes Software is not available for use by Licensee as a result of unscheduled downtime of the Pitney Bowes Software caused by: (A) Pitney Bowes personnel; or (B) Pitney Bowes equipment and related software that are within Pitney Bowes's firewall and are used for operation of the Pitney Bowes Software.

"Downtime" does not include, without limitation, downtime or unavailability of the Pitney Bowes Software:

(1) caused by Licensee personnel, representatives or agents or by Licensee or third-party equipment or software; (2) caused by usage of the Pitney Bowes Software in excess of the expected or permitted usage, with such usage spread reasonably evenly throughout the Measurement Period; (3) related to content or applications associated with the Pitney Bowes Software but not within Pitney Bowes's commercially reasonable control; (4) related to Internet or telecommunication performance; (5) resulting from unscheduled maintenance to resolve or avoid a problem where such resolution requires less than fifteen (15) minutes; (6) caused by matters within the scope of Section 8 (Force Majeure) of the License Agreement; or (7) outside of Hosting Measurement Hours. In addition, "Downtime" does not include downtime or unavailability of the reporting or administrative functions of the Pitney Bowes Software.

- (iv) **"Allowable Downtime"** means one percent (1%) of the Hosting Measurement Hours in a particular Measurement Period.
- (v) **"Unit of Downtime"** means six (6) hours of Downtime.

- (b) Licensee shall give Pitney Bowes's technical support staff prompt notice of Downtime. Notice shall be given by telephone (with a voicemail message left if a technical support staff member is not contacted in person) and by email to an address provided by Pitney Bowes for such purpose.
- (c) For each Unit of Downtime in excess of Allowable Downtime during a Measurement Period, Pitney Bowes will provide Licensee with a credit in an amount equal to one-tenth of one percent (0.1%) of the hosting fee paid by Licensee with respect to such Measurement Period; provided, however, that in no event shall the aggregate credit with respect to any Measurement Period exceed the hosting fee paid by Licensee with respect to such Measurement Period. Agreed-upon credits may be applied toward future amounts due to Pitney Bowes for hosting or Software Maintenance. If no such amounts are expected to be due, upon Licensee's request, Pitney Bowes shall pay Licensee an amount equal to such credits.
- (d) Each party shall supply the other with the basis of its calculation of Downtime and shall, in good faith, consider the other's information and try to mutually agree on actual Downtime, if any, for purposes of this Addendum.
- (e) Payment of the amount set forth in Section 3 of this Addendum is Licensee's sole right and remedy with respect to Downtime or performance of the Pitney Bowes Software or Pitney Bowes's hosting of the Pitney Bowes Software during the Pitney Bowes Hosting Period.
- 4. Licensee Hosting Period.** At all times other than during the Pitney Bowes Hosting Period: (a) Licensee shall be solely responsible for: (i) hosting the Pitney Bowes Software for its use; and (ii) acquiring, installing, operating and maintaining the Host Environment; and (b) Pitney Bowes has no responsibility or liability for, and makes no representation or warranty, with respect to, the Host Environment; any recommendations made with respect to the Host Environment; or any websites accessed through the Pitney Bowes Software.
- 5. Licensee Hosting Period and Pitney Bowes Hosting Period.** During both the Licensee Hosting Period and the Pitney Bowes Hosting Period, Licensee: (a) is solely responsible for its use of any websites accessed through the Pitney Bowes Software, whether such access is provided for Pitney Bowes Software functionality, as a matter of convenience or otherwise; and (b) uses such websites entirely at its own risk.
- 6. Termination.** This Addendum shall terminate upon termination of the License Agreement.
- 7. Entire Agreement.** This Addendum, together with the License Agreement and the other agreements referred to therein, contains the entire understanding of the parties with respect to the matters herein and therein. The License Agreement and this Addendum together constitute the "Agreement" as such term is used in the License Agreement. To the extent that any terms and conditions of the License Agreement conflict with the provisions of this Addendum, the provisions of this Addendum shall govern. Except as specifically provided herein, all terms and conditions of the License Agreement shall remain in full force and effect.

LICENSEE HAS READ THIS ADDENDUM AND UNDERSTANDS AND AGREES TO ABIDE BY ITS TERMS.

LICENSEE

PITNEY BOWES INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT 7, PITNEY BOWES ON-PREMISE SOFTWARE LICENSE AGREEMENT

If you ordered any of the following software products, your use of the product(s) will be governed by the terms below: Business Manager, ConnectRight® Mailer, File-Based Processing Software, PC Transfer Utility, PB First, SendSuite® Desktop, SendSuite® Live, and SendSuite® Tracking.

ON-PREMISE SOFTWARE LICENSE AGREEMENT For NASPO ValuePoint

Thank you for choosing our on-premise software product(s) (the "Licensed Products") listed in your order form ("Order").

We'll start with the basics, including a few definitions that should help you understand this agreement. This is an agreement between the entity identified on the Order ("you" or "your") and Pitney Bowes Inc. ("we", "us" or "our"). During the Term (defined in Section 1(a)), we will provide the Licensed Products listed in the Order, and which may be further defined in a Statement of Work referencing these terms ("SOW"). The Order, these terms and the SOW(s) are referred to collectively as this "Agreement". In the event of a conflict between the Order, these terms and the SOW(s), these terms will control, followed by the Order then the SOW. This Agreement affects your rights and contains warranty disclaimer and binding arbitration provisions.

1. License

a) The Licensed Products and all related materials are proprietary to us and our licensors and suppliers. As long as you comply with the terms of this Agreement, we will grant a limited, non-exclusive, non-transferable, license to access and use the Licensed Products during the Term. The "Term" is: (i) perpetual in the case of a Purchase Agreement Order; or (ii) the term of the lease subject to a Lease Agreement Order. We are not selling the Licensed Products to you and, other than the license we are granting, we reserve all rights to the Licensed Products not expressly granted in this Agreement.

b) You are authorized to install and use the Licensed Products on a Computer, or hardware provided by us, in each case with User access as defined in the Documentation (defined in Section 2(d)) or applicable SOW. "Computer" means the server or server configuration or load balanced application servers, terminal or computer identified in an Order or SOW on which the Licensed Products are authorized to be installed and used. "User" means an individual authorized by you to use the Licensed Products under an Order or SOW regardless of whether the individual is actively using the Licensed Products at any given time.

2. Use of Licensed Products

You agree that you will use the Licensed Products and any data generated from the Licensed Products only for business purposes and not for personal, family or household purposes. The Licensed Products include any enhancements, updates, upgrades, modifications, new releases and corrective

programming to the Licensed Products or Documentation that are provided as part of software maintenance ("Enhancements"). The Licensed Products will be installed and used only at the location described in an Order or any other location as to which we have consented to the transfer of the Licensed Products in accordance with Section 2(c) ("Installation Site") and only on the hardware provided by us or the Computer described in an Order or SOW. Remote access to the Licensed Products directly or indirectly through a server, the Internet, independent software application or otherwise to your computer from locations other than your Installation Site, and use of the Licensed Products to perform services for any third parties, including your affiliates, are prohibited. Additional terms of authorized use will be described in your Order or SOW and may include, among other things, limitations on: (i) the number of Users; and (ii) the number of transactions processed or individual data records accessed using the Licensed Products. Licensed Products licensed for desktop use by a specific number of Users may be installed on the number of devices equal to the number of licenses purchased, or may be installed on multiple devices so long as the number of Users do not exceed the number of User licenses purchased.

- a)** Additional product-specific license terms applicable to certain of the Licensed Products ("Product Terms") can be found in Exhibit A and are incorporated into this Agreement. If there is a conflict between the Product Terms and any other provision of this Agreement, the Product Terms will control.
- b)** If the Licensed Product is for a designated Computer, you do not need our consent to transfer the Licensed Product from one computer system to another at the Installation Site. However, you need our consent if you wish to transfer the Licensed Product to another location. After obtaining our consent to a transfer to another location, you will certify to us in writing that all copies of the Licensed Product at the prior location were either transferred to the new location or destroyed.
- c)** You may make a reasonable number of copies of the Licensed Products and Documentation solely for back-up or disaster recovery purposes. "Documentation" means the current technical and user documentation for the Licensed Products. The Documentation may be modified from time-to-time to incorporate Enhancements. You must reproduce all copyright, trademark, trade secret and other proprietary notices in your copies. The back-up or disaster recovery copies can only be used to perform disaster recovery testing or if the Computer where the Licensed Products are installed becomes inoperative, those copies cannot be used for recovery production or testing concurrently with the production or testing copies of the Licensed Products. If the Computer becomes inoperative, the Licensed Products can only be used on a back-up computer utilizing the same operating system.
- d)** Upon prior written notice to us, you may permit a third party contractor to access and use the Licensed Products solely for your benefit, so long as: (i) the contractor agrees to comply fully with all terms and conditions of this Agreement; (ii) you remain responsible for the contractor's compliance with this Agreement and any breach; (iii) any User limitation includes User licenses allocated to contractors; and (iv) the contractor is not a competitor of ours. All rights granted to any contractor under this Agreement terminate immediately upon termination or expiry of this Agreement. Upon termination of such rights, the contractor must immediately cease all use, un-install and destroy all copies of the Licensed Products and Documentation, and must certify in writing its compliance with this Section upon our request.

3. General Use Restrictions

a) For the Licensed Products, you will not: (i) make derivative works; (ii) sublicense, sell, rent, lease, lend, time-share, disclose, transfer or host the Licensed Products, Documentation or confidential or proprietary information to or for any other parties; (iii) use the Licensed Products to modify or reproduce third party material unless you have the legal right to do so; (iv) attempt to unlock or bypass any initialization system, encryption methods or copy protection device in the Licensed Products; (v) alter, remove or obscure any patent, copyright or trademark notice in the Licensed Products or Documentation; (vi) reverse engineer, decompile or disassemble or remove functions of the Licensed Products or any portion of them; (vii) make copies of the Licensed Products or Documentation, except as authorized in Section 2(d); (viii) modify, alter or change the Licensed Products; (ix) use components of a Licensed Product independent of the Licensed Products they comprise; or (x) extract any data from the Licensed Product and use such data for any purpose other than for your use of the Licensed Product.

b) You will not use the Licensed Products in the operation of a time-sharing or service bureau arrangement or as an application service provider. You will not allow access to the Licensed Products through any other means than those indicated in the Order or in any SOW.

4. Fees; Payment Terms

a) You will pay the fees for the Licensed Products, maintenance, training and any other fees mutually agreed to in an Order. All fees and any applicable taxes are due and payable within 30 days from the date of our invoice. You will pay a late charge of 1% per month on any fees not paid within 15 days of the due date. Unless otherwise identified in an Order, all fees are stated in and will be paid in United States currency.

b) The fees do not include any amount for taxes. You will pay all property taxes imposed with respect to the products and/or services.

c) If the number of locations or the number of Users or Computer systems exceeds what is permitted by and/or paid for under an Order, we may charge you for the appropriate license and software maintenance fees based on the excess and at the applicable rates then in effect.

5. Indemnity and Procedures

a) Subject to Section 5(c), we will indemnify and hold you harmless from all losses, damages, and reasonable costs and expenses arising out of a claim by a third party that the Licensed Products infringe or misappropriate any copyright, trade secret, trademark or patent. We will have no obligation to indemnify, defend and hold you harmless for any claim or suit that is based on Third Party Content (defined in Section 10) except to the extent that our licensor's or suppliers of such Third Party Content have indemnified us.

b) If the Licensed Products are subject to a claim of infringement or misappropriation, or if we reasonably believe that the Licensed Products may be subject to a claim, we will at our option either: (i) replace the Licensed Products with functionally equivalent software; (ii) modify the Licensed Products while retaining substantively equivalent functionality; (iii) procure at no cost to you the right to continue to use the Licensed Products; or (iv) if (i), (ii) or (iii) are not commercially reasonable, we will notify you to terminate use of the Licensed Products. If we direct you to terminate use (or a permanent injunction is issued against such use), you will immediately do so and your remedies, in

addition to this indemnity, will be limited to a pro rata refund of the current maintenance fees unused at the time of termination plus license fees previously paid for the Licensed Products that are subject to the infringement or misappropriation claim based on: (1) a term of 60 months following execution of the applicable Order for a perpetual license; or (2) any pre-paid but unused fees for the balance of a term license. If your Order is a lease and we direct you to terminate use of the Licensed Products, after the effective date of termination we will release you from your payment obligations with respect to the license and software maintenance fees for the Licensed Products included in your payments under the lease due after the effective date of termination.

c) We will have no obligation to indemnify you if the infringement or misappropriation results from your: (i) modification of the Licensed Products; (ii) combination, operation or use of the Licensed Products with software products which are not ours; (iii) use of the Licensed Products in breach of this Agreement; or (iv) use of other than the most current release of the Licensed Products if a claim of infringement or misappropriation could have been avoided by your use of the current release of the Licensed Products, provided we delivered the superseding version to you and notified you of the need to use it.

d) Reserved

e) You (the "Indemnified Party") will give us prompt written notice of any matter with respect to which you intend to seek indemnification under this Agreement (a "Claim"), provided, that the failure or delay in providing notice will not relieve us from any obligation to indemnify you except to the extent that the failure or delay prejudices the defense of any Claim. We may, at our election, conduct and control the defense of the Claim with counsel selected by us, subject to your consent, not to be unreasonably withheld or delayed. You agree to cooperate with us and our counsel in investigating and/or contesting any Claim. No compromise or settlement of the Claim may be effected by us without your prior written consent, which will not be unreasonably withheld or delayed.

6. Software Maintenance; Training

a) We will provide software maintenance in accordance with the terms you will find at <https://www.pitneybowes.com/us/license-terms-of-use/shipping-and-mailing-maintenance-services-terms.html>. These terms have not been reviewed or approved by the State of Colorado, so you must review said terms prior to entering into any type of Software Maintenance agreement.

b) We will provide product training as specified in an Order or SOW.

7. Warranty; Disclaimers

a) We represent and warrant that during the Warranty Period the Licensed Products will conform to all substantial operational functions of the Licensed Products described in the Documentation or in the applicable SOW. Except as set out in any Product Terms, the "Warranty Period" is 90 days from the date the Licensed Product is delivered to you. If the Licensed Products do not conform during the Warranty Period, we will, at our option: (i) repair or replace the Licensed Product; or (ii) refund the license and software maintenance fee for the non-conforming Licensed Product. If the Licensed Product is subject to a lease, we will refund payments made for the license and software maintenance fee and secure a release from future payments of the license and software maintenance fee under the

lease. In the case of clause (ii), this Agreement will be terminated as it applies to the relevant Licensed Product.

(b) If we supply carrier rate information ("Rate Information") to you in connection with this Agreement, the media upon which the Rate Information is supplied are warranted to be free from defects for a period of 90 days after installation. Your sole remedy for breach of this warranty will be replacement of the Rate Information media. We do not warrant that the Rate Information itself is accurate. We will have no liability for any damages you may incur as a result of your use of the Rate Information.

(c) There is no warranty if the Licensed Products failed to perform because of your use of the Licensed Products in a manner not authorized by this Agreement or for a purpose other than the ordinary purpose for which it is designed. The warranty does not apply if the Licensed Products have been altered, modified, converted or repaired by anyone other than us.

(d) EXCEPT AS EXPRESSED IN THIS AGREEMENT, THE LICENSED PRODUCTS, DOCUMENTATION, SOFTWARE MAINTENANCE AND OTHER SERVICES ARE PROVIDED BY US "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RESULTS, RELIABILITY, PERFORMANCE AND NON-INFRINGEMENT OR ANY INFORMATION GENERATED BY YOUR USE OF THE LICENSED PRODUCTS OR DOCUMENTATION. WE MAKE NO WARRANTY THAT THE LICENSED PRODUCTS WILL MEET YOUR OR ANY THIRD PARTY'S REQUIREMENTS, WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR FREE FROM OTHER DEFECT OR FAILURE, OR WILL BE COMPATIBLE WITH OR OPERATE IN COMBINATION WITH ANY OTHER SOFTWARE OR HARDWARE SELECTED OR USED BY YOU OR ANY THIRD PARTY, OR THAT ANY DEFECT IS CORRECTABLE.

8. 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 LICENSED PRODUCTS AND WE WILL NOT BE LIABLE FOR ANY SUCH LOSS. OUR TOTAL LIABILITY FOR ALL CLAIMS MADE RELATING TO YOUR USE OF OR INABILITY TO USE THE LICENSED PRODUCTS IN ANY BILLING PERIOD WILL BE NO MORE THAN WHAT YOU PAID US FOR THE LICENSED PRODUCTS FOR THE PREVIOUS BILLING PERIOD. THIS LIMITATION OF LIABILITY SHALL BE IN ADDITION TO ANY INSURANCE COVERAGE REQUIRED UNDER THE CONTRACT, BUT IN NO EVENT WILL THE LIABILITY COVERAGE EXCEED ACTUAL DAMAGES INCURRED.

B) WE WILL NOT 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.

9. Term; Termination

a) The Term of this Agreement begins on the date you sign an Order and will remain in effect for the Term of the Licensed Products.

b) A party may terminate this Agreement if the other party commits a material breach of this

Agreement and fails to cure the breach within 30 days after receipt of written notice of the breach, or if either party becomes insolvent or files for bankruptcy.

- c) We may terminate this Agreement under Section 5(b).
- d) We can terminate immediately by giving notice to you, without opportunity to cure, if you breach Sections 3 General Use Restrictions, 14(e) export terms, or the Carrier Agreements.
- e) Upon termination or expiry of this Agreement, you will stop using the Licensed Products and you will irretrievably delete and/or remove them from your Computer systems and, if not deleted and/or removed, return the Licensed Products and Documentation together with all copies to us; and you will certify compliance with this Section in writing.
- f) You acknowledge that any breach of your obligations under this Agreement with respect to our or a third party's proprietary rights or confidential information will cause us and/or the third party irreparable injury for which there exists no adequate remedies at law, and therefore we will be entitled to injunctive relief, without posting any bond, in addition to all other remedies provided in this Agreement or available at law.
- g) Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement, including Sections 1(a) proprietary rights, 3, 5, 7, 8, 9(f) and (g), and 14, shall remain in full force and effect.

10. Third Party Content; Regulated Functionality

- a) Various third party software and other documentation ("Third Party Content") may have been incorporated into the Licensed Products by us under permission from our licensors and suppliers. The United States Postal Service ("USPS") or other governmental bodies may regulate certain functionality of the Licensed Products. Special terms and conditions applicable to the Third Party Content are included in separate carrier agreements available to you as click through agreements ("Carrier Agreements"), and you agree to comply with such terms and conditions. Any terms and conditions in the Carrier Agreements that are inconsistent with, or in addition to this Agreement will control with respect to the Third Party Content or its functionality. If, from time to time, the Carrier Agreements are amended, we will provide you the revised portions to reflect, (a) changes in our arrangements with our licensors or suppliers for Third-Party Content, or (b) regulatory requirements. If the Licensed Products perform an address validation function, license terms applicable to use of the USPS data related to such function are found at <http://www.pb.com/license-terms-of-use/usps-terms.shtml>. These terms are not incorporated into this Agreement, nor have they been reviewed by the State of Colorado; therefore, you must review these provisions prior to use of the Licensed Products.
- b) If our license to any Third Party Content terminates, you agree: (i) that this Agreement and all other agreements with us or any of our affiliates and you (e.g., equipment) will remain in full force and effect in accordance with their terms; (ii) upon our written request, to discontinue use of, and/or return the terminated Third Party Content; and (iii) in the event of such request for discontinuance, we will have no further obligation to you with respect to the Third Party Content.

c) You will be solely responsible for: (i) entering into your own arrangements with third parties, including carriers, for software functionality not provided by us as part of the Licensed Products; and (ii) payment of all fees for third-party software not expressly included in the License fee paid under the Order, including fees associated with your operating environment.

11. Force Majeure

Neither party will be liable for any delays or failure in performance from any cause beyond their control.

12. Assignment

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 and will provide written notice to you.

13. Use of Information; Data; Publicity

a) We may collect and use information you provide to us or we obtain or which is derived from your use of the Licensed Products (including shipping information) or software maintenance and other services for the Licensed Products; provided that such information will be used for our internal purposes related to systems analysis and research, customer segmentation and/or the manner or method in which we conduct business with our customers.

b) 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 through the Licensed Products and as provided in our Privacy Statement at <https://www.pitneybowes.com/us/legal/privacy-statement.html>.

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

d) You will 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 Licensed Products.

14. General

a) If you or we do not immediately take action on a violation of this Agreement, we are not giving up any rights under this Agreement, and we may still take action within 3 years of the date of perceived breach.

b) 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 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 www.pitneybowes.com/us/contact-us.html (follow the instructions under “how to create a case”).

c) If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision will be severed from this Agreement and the other provisions will remain in full force and effect.

d) If physical delivery of the Licensed Products is required, delivery will be FOB point of origin. We may, to the extent available, deliver the Licensed Products, Enhancements or key codes electronically via the Internet or permit you to download the Licensed Products, Enhancements or key codes from our website.

e) You agree: (i) to comply with all U.S. export control laws and regulations; (ii) not to export, re-export, or provide the Licensed Products to any destination or to any person if prohibited by any U.S. law or regulation; and (iii) to immediately notify us in writing if you or one of your affiliates is or becomes listed in any Denied Parties List or if you or any of your affiliates export privileges are denied, suspended or revoked by any U.S. Government entity.

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

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

a) This Agreement is governed by the laws of the State of Colorado.

b) **ANY CLAIM OR CAUSE OF ACTION UNDER THIS AGREEMENT THAT YOU DON'T PRESENT WITHIN 3 YEARS 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.

c) This Section 15 will survive any termination of this Agreement or an Order indefinitely.

16. Verification

With 10 days' written notice to you, we or our designated third party may verify your compliance with this Agreement at all locations and for all environments in which you use the Licensed Products. The verification will take place no more than one time per twelve-month period during normal business hours in a manner that minimizes disruption to your work environment. We may use an independent

third party under obligations of confidentiality to provide assistance. We will notify you in writing if any such verification indicates that you have used the Licensed Products in excess of the use authorized by this Agreement. You agree to enter into an additional Order and pay all associated fees directly to us for the charges that we specify and that you agree to, including: (i) any excess use; (ii) and maintenance and/or subscription fees for the excess use for the duration of such excess.

Exhibit A
Product Terms

If you have ordered the following products, your use of that product will be subject to the Product Terms below. Capitalized terms not defined below will have the same meanings set out in this Agreement.

SendSuite® Live

Warranty

Due to its installation procedures, the Warranty Period for the SendSuite Live shipping software for multiple sites ("Multi-Site Software") is 90 days from the date of Acceptance of the Multi-Site Software at the initial site. "Acceptance" will be deemed to have occurred on the earlier of: (i) when you have indicated acceptance of the Licensed Products; (ii) after 30 days from delivery of the Licensed Products (the "Acceptance Period") unless you provided a notice of rejection during such period; or (iii) when the Licensed Products have been installed and conform to all substantial operational functions described in the user manual. You will not unreasonably withhold or delay Acceptance.

ATTACHMENT 8, PITNEY BOWES ON-DEMAND SUBSCRIPTION SERVICES AGREEMENT

If you ordered any of the following products, your use of the product(s) will be governed by these terms below: Cost Accounting, INVIEW[®] Analytics, MyGraphics[™] Designer System, SendPro[®] Enterprise (On-Demand), SendPro[®] Online (aka PitneyShip[™] software), SendSuite[®] Tracking Online, PitneyShip[™] Pro, PitneyTrack[™] Inbound, PitneyAnalytics[™] solution, ParcelPoint[™] Smart Locker Management.

ON-DEMAND SUBSCRIPTION SERVICES AGREEMENT

For NASPO ValuePoint

Thanks for using our on-demand subscription services. These terms define the terms and conditions under which you're allowed to use the 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 (this "Agreement") is between you and Pitney Bowes Inc. ("we", "us", and "our"). This Agreement will only apply if the on-demand subscription services identified in your order form (the "Order") are not covered by one or more separate On-Demand Subscription Services Agreements. 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. Additional product-specific terms applicable to certain of the Services ("Product Terms") can be found in Attachment 1, attached hereto.

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, number of locations, transactions, or other volume metrics specified in the Order. If applicable, you may upgrade your plan for additional fees. 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 until the Order terminates.

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, as permitted by law.

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, providing those fees are in compliance with current Master Agreement pricing. 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. If your Services require federated or single sign-on access, your passwords and access is managed by the Purchasing Entity. 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 which are in compliance with Master Agreement pricing, and may be changed from time to time, upon Lead State approval, 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, if applicable; (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 Master Agreement 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 our 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. Product Support

As part of your access to the Services, we will provide you with product support in accordance with the terms in Attachment 2 – Product Support Terms.

12. 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. THIS LIMITATION OF LIABILITY SHALL BE IN ADDITION TO ANY INSURANCE COVERAGE REQUIRED UNDER THE CONTRACT, BUT IN NO EVENT WILL THE LIABILITY COVERAGE EXCEED ACTUAL DAMAGES INCURRED.

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.

13. RESERVED

14. 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, 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.

15. Third Party Sites and Data

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. If the Services perform an address validation function, license terms applicable to use of the USPS data related to such function are found at <http://www.pb.com/license-terms-of-use/usps-terms.shtml>. These terms are not incorporated into this Agreement, nor have they been reviewed by the State of Colorado; therefore, you must review these provisions prior to agreement of any license terms.

16. 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.

You represent and warrant that you have maintained and will maintain any and all certifications, licenses or other authorizations necessary or proper in furtherance of your use of the Service, including without limitation, federal certification pursuant to United States Department of Transportation regulations regarding the identification, processing and transportation of hazardous materials, if applicable.

USPS Regulations

If you use the Service to print postage or send parcels, letters, and flats ("Packages") with the USPS, you must comply with all USPS regulations applicable to the use of the Service. If you: (a) use your account in a fraudulent or unlawful manner; (b) do not use your account during a consecutive twelve month period; (c) fail to exercise sufficient control over your account to prevent fraudulent or unlawful use; (d) cause or allow the account to be utilized outside the United States without the prior written authorization of the Manager of Retail Systems and Equipment, U.S. Postal Service, Washington DC 20260; or (e) otherwise fail to abide by the provisions of postal regulations and these terms regarding care and use of your account, then your account may be cancelled. You acknowledge and agree that your account will be closed and your ability to use the Service terminated by us for any of the reasons described above or upon demand by the USPS. You agree that any use of the Service to fraudulently deprive the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious, or fraudulent statement can result in imprisonment for up to five (5) years and a fine of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (31 U.S.C. 3802). The mailing of matter bearing a fraudulent imprint is an example of a violation of these statutes. The USPS has granted to us the license as a PC postage vendor to create a shared postage evidencing system that users will use to dispense postage. As a user of such Service, you must understand and acknowledge that authorization to use the Service is granted by the USPS. You accept responsibility for control and use of the Service and agree to abide by all rules and regulations governing its use. The USPS may deny use of or revoke authorization to use a postage evidencing system in the event of (i) failure to comply with rules and regulations; (ii) submission of false or fictitious information; (iii)

entering of a series of unpaid or short-paid mail pieces and/or packages in the mail stream; (iv) use of the system for any illegal scheme or enterprise; (v) use of the system outside the customs territory of the United States; or (vi) possession of a decertified system. You must make the postage evidencing system and transaction records available and surrender the system to us, the USPS, or its agent when notified to do so.

17. 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 and will provide written notice to you.

18. Choice of Law; Arbitration

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

b) **ANY CLAIM OR CAUSE OF ACTION UNDER THIS AGREEMENT THAT YOU DON'T PRESENT WITHIN 3 YEARS 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.

c) This Section 19 will survive any termination of this Agreement or an Order indefinitely.

20. Force Majeure

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.

21. 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 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").

22. Independent Contractor

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

23. Miscellaneous

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 within 3 years of the date of perceived breach.

Attachment 1 – Product Terms

Product Terms for SendPro® Online, PitneyShip™ Software and PitneyShip™ Pro

Defined Terms

“Package(s)” means parcels, letters, and flats shipped under this Agreement.

“Carrier” means a third-party shipping vendor that you use within the Service.

“Tender” means the transfer of physical custody of a Package that has a PBI compliant shipping label affixed to it, by you to a Carrier as demonstrated by the scanning of the label by the Carrier.

Use of the Service

In order to use the Service, you must complete the registration process. You may use the Service on behalf of third parties. You may permit your third party contractors to access the Service solely on your behalf and for your benefit so long as the contractor agrees to fully comply with all terms and conditions applicable to the Service. You remain responsible for each contractor’s compliance with those terms and conditions and any breach of those terms. All rights granted to any contractor under these terms terminate immediately upon (i) conclusion of the services provided by the contractor to you that gives rise to such right or (ii) termination of your account or your use of the Services.

Each individual Package Tendered for shipment must originate from a location in the U.S. or certain U.S. territories. You agree that you will only Tender Packages to a Carrier with shipping labels that correspond to the transportation method you selected.

Fees

The fees for the use of the Service don’t include the postage, shipping or other charges imposed by the carrier for printing postage or labels and sending letters or parcels through the United States Postal Service (the “USPS”) or another carrier.

Trial Period

If your subscription includes a free trial period and if you don’t wish to continue your subscription past the trial period, you must cancel your subscription before the last day of the trial period to avoid being billed for the first month of the subscription once the trial period has expired.

Credit Cards – Accounts with The Pitney Bowes Bank, Inc.

Unless (i) you have established and maintain a Purchase Power® account or a Reserve Account with The Pitney Bowes Bank, Inc. (the “Bank”) and (ii) you have available funds in a Reserve Account or have available credit under a Purchase Power account, then as long as you’re utilizing the Service or have an outstanding balance with us, you’ll provide us with valid credit card information. You’ll replace the information for any credit card that expires with information for a different valid credit card. Some charges for the sending of parcels may be billed directly by the Carrier. For all other charges for postage or for the sending of parcels through the Service, including, without limitation, any charges imposed by a Carrier for which the charges paid by you were insufficient (all such charges are called “Shipping Charges”) and all fees for the use of the Service, we will charge your Reserve Account, if established, with any remaining unpaid balance being charged to your Purchase Power account, if any. In the event that (i) you do not maintain a Reserve Account or a Purchase Power account with the Bank or (ii) you do not have available funds in a Reserve Account and do not have available credit under a Purchase Power account, all such fees and charges will be charged to your credit card

together with a convenience fee of 3 ½% of the amount of all Shipping Charges and you authorize us to do so.

Carrier Requirements

As part of the Service, Pitney Bowes partners with Carriers that enable you to print shipping labels, and these Carriers are responsible for shipping your items. As part of your use of the Service, you must comply with the requirements of those Carriers.

If you use the Service for shipping with the USPS, you must comply with all applicable terms listed at <https://www.usps.com>. Failure to comply will constitute a material breach and the USPS will provide written notice of termination. However, if allowed by USPS, you will have ten (10) days from date notice is received from USPS or a copy of such written notification from us, whichever is earlier, to cure your violations of USPS policies and procedures and have USPS rescind its termination notice.

You may be entitled to receive discounted rates for Packages you Tender to the USPS for shipment. Rates are subject to change at any time.

If you use the Service to send Packages with a Carrier other than the USPS, you must comply with the requirements of that Carrier. The terms governing the use of FedEx to send parcels are located at <https://www.fedex.com/> and the terms governing the use of United Parcel Service are located at <https://www.ups.com/>.

Third Party Marketplaces

We may provide functionality to enable you to link your account to third party marketplaces (each a "Marketplace"), such as eBay, Amazon and Shopify. The Marketplace sites, their authentication process and any data they provide us (and its accuracy) are not under our control and we are not responsible for it. You warrant that you are the Marketplace account holder of any account you link to us and will comply with all Marketplace terms and conditions.

SendPro® Enterprise (On-Demand) Subscription
Product Terms

Defined Terms

“**Package(s)**” means parcels, letters, and flats shipped under this Agreement.

“**Carrier**” means a third-party shipping vendor selected by you through the Service.

“**Tender**” means the transfer of physical custody of a Package that has a PBI compliant shipping label affixed to it, by you to a Carrier as demonstrated by the scanning of the label by the Carrier.

Use of the Service

You may permit your third party contractors to access the Service solely on your behalf and for your benefit so long as the contractor agrees to fully comply with all terms and conditions applicable to the Service. You remain responsible for each contractor’s compliance with those terms and conditions and any breach of those terms. All rights granted to any contractor under these terms terminate immediately upon (i) conclusion of the services provided by the contractor to you that gives rise to such right or (ii) termination of your account or your use of the Service.

Each individual Package Tendered for shipment must originate from a location in the U.S. or certain U.S. territories. You agree that you will only Tender Packages to a Carrier with shipping labels that correspond to the transportation method you selected.

Fees

The fees for the use of the Service don’t include the postage, shipping or other charges imposed by the Carrier for printing postage or labels and sending Packages through the United States Postal Service (the “USPS”) or another Carrier.

Using USPS

If you use the Service for shipping with the USPS, the USPS must approve your registration prior to use of their shipping services and you must comply with all applicable terms listed at <https://www.usps.com>. Failure to comply will constitute a material breach and the USPS will provide written notice of termination. However, if allowed by USPS, you will have ten (10) days from date notice is received from USPS or a copy of such written notification from us, whichever is earlier, to cure your violations of USPS policies and procedures and have USPS rescind its termination notice.

You may be entitled to receive discounted rates for Packages you Tender to the USPS for shipment. These rates will be programmed into the Service and will be made available to you for the duration of this Agreement. Rates are subject to change at any time.

When you print USPS postage or labels using the Service, the following information is collected in order to generate valid postage indicia: (1) the date and time of the transaction; (2) the destination ZIP Code™; (3) the rate category of each indicium created and the details of any associated special services, such as special handling or restricted delivery; and (4) the amount of postage printed.

If you use the Service to print electronic USPS Tracking (formerly Delivery Confirmation), Signature Confirmation™, or the electronic Priority Mail Express® label, complete return and destination address data, package descriptions, reference IDs, and delivery statuses for each label printed by you is maintained by us for

accounting and reporting purposes.

Non-USPS Carrier Requirements

If you use the Service to send Packages with a Carrier other than the USPS, you must comply with the requirements of that Carrier.

SendSuite® Tracking Online Product Terms**Our Responsibilities**

The Service may be inaccessible or inoperable during certain periods so that we can perform routine maintenance support services ("Scheduled Downtime"). Scheduled Downtime will be scheduled outside normal business hours, such as nights and weekends. We'll use reasonable commercial efforts to minimize any disruption, inaccessibility and/or inoperability of the Services in connection with Scheduled Downtime or other disruption of Service.

ParcelPoint Smart Product Terms for ParcelPoint Smart Locker Management and PitneyTrack™ Inbound**Use of the Service**

You may permit your third party contractors to access the Service solely on your behalf and for your benefit so long as the contractor agrees to fully comply with all terms and conditions applicable to the Service. You remain responsible for each contractor's compliance with those terms and conditions and any breach of those terms. All rights granted to any contractor under these terms terminate immediately upon (i) conclusion of the services provided by the contractor to you that gives rise to such right or (ii) termination of your account or your use of the Service.

Our Responsibilities

The Service may be inaccessible or inoperable during certain periods so that we can perform routine maintenance support services ("Scheduled Downtime"). Scheduled Downtime will be scheduled outside normal business hours, such as nights and weekends. We'll use reasonable commercial efforts to minimize any disruption, inaccessibility and/or inoperability of the Services in connection with Scheduled Downtime or other disruption of Service.

Attachment 2 – Product Support Terms

On-Demand Subscription Services Product Support Terms

As part of your access to the Services, we will provide you with the following:

- a) SELF HELP. 24/7 access to web self-help and user and support articles.
- b) TECHNICAL SUPPORT. We provide technical support over the phone and via the Internet (“Remote Support”) unless otherwise specified. To receive Remote Support you must provide us access to your device. When submitting an issue, you will be requested to provide sufficient detail for us to reproduce the problem. Additional support, such as diagnosis of your IT environmental or infrastructure issues, may be available, subject to additional terms and fees.

(i) Telephone Support. PB product support is available from 7 am to 7 pm Central Time, Monday through Friday, excluding PB observed US holidays (“Normal Operating Hours”). You may contact PB Product Support toll-free by phone during Normal Operating Hours. Contact numbers are located at <https://www.pitneybowes.com/us/business-services/maintenance-support.html>.

(ii) Electronic Requests. You may submit a request to PB Product Support electronically by going to www.pitneybowes.com, signing in to Your Account, and submitting a ticket 24 hours a day, 7 days a week. Requests received outside Normal Operating Hours are processed the next business day.

(iii) If there are 50 or more users within your organization, then you must identify a limited number of staff who are responsible for escalating requests for support assistance to us (“Authorized Personnel”). We will provide remote technical support assistance to the Authorized Personnel for issue resolution with the Services. Authorized Personnel will then be responsible for providing technical support to other users within your organization. Any issue escalated to us for technical support must be related to Services provided by us (and not to your organization’s operating environment or other hardware or software). Additional fees will apply if your organization does not have Authorized Personnel available.