

MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE
PROTECTIVE PRODUCTS

Led by the State of Arizona

Master Agreement #: CTR058808

Contractor: **PITNEY BOWES INC.**

Participating Entity: **STATE OF OREGON**

On July 6, 2021, the State of Arizona (“Lead State”) issued a Request for Proposals, BPM003137, on behalf of the member states of the NASPO e Cooperative Purchasing Program (“NASPO ValuePoint”), and other purchasing entities seeking offers from qualified and responsible proposers to provide Mailing Equipment, Supplies and Maintenance. Lead State executed Master Agreement No. CTR058808 (“Master Agreement”), which consists of contract terms and conditions and other attachments.

The State of Oregon (“State” or “Oregon”) is a member of NASPO ValuePoint. The State, by and through the Department of Administrative Services, Enterprise Goods and Services, Procurement Services (“DAS PS”), on behalf of the State of Oregon and its agencies and members of the Oregon Cooperative Procurement Program (“ORCPP”) (“Purchasing Entity”), has elected to participate in the Master Agreement, subject to the terms and conditions of this Participating Addendum (the “Addendum” or “Participating Addendum”) as a Participating State, also and in the alternative referred to in the Master Agreement as a Participating Entity. This Addendum is effective when all necessary approvals have been obtained and is signed by the parties (“Effective Date”).

DAS PS and Contractor agree:

1. Scope: This Addendum covers the NASPO ValuePoint Master Agreement for Mailroom Equipment, Supplies and Maintenance led by the State of Arizona for use by state agencies and other entities located in the Participating State of Oregon authorized by that State’s statutes to utilize State contracts with the prior approval of the State’s Chief Procurement Official.

1.1. Products and Services and Prices Available Under Addendum. The Products and Services listed on NASPO ValuePoint website at the prices listed therein (subject to any additional fees, including vendor collected administrative fees, and any applicable terms found in the Product Documents tab) are available under this Addendum. See: <https://naspovaluepoint.org/portfolio/mailing-equipment-supplies-and-maintenance-2022-2027/pitney-bowes-inc>.

1.2. Terms and Conditions; Order of Precedence. This Addendum contains additional terms and conditions applicable to individual contracts between Contractor and Purchasing Entities (each a “Contract”). In the event of a conflict between the terms and conditions of this Addendum, the Master Agreement, and a Contract, the following descending order of precedence applies:

- 1) This Addendum, less its exhibits;
- 2) Exhibit 1 of this Addendum (Oregon Terms and Conditions);
- 3) Special Terms and Conditions of a Contract;
- 4) Statement of Work of a Contract (if applicable);
- 5) Additional insurance requirements of a Contract;
- 6) Exhibit 2 of this Addendum (Insurance);
- 7) Exhibit 3 of this Addendum (Contractor Data);
- 8) Terms and conditions of the Master Agreement and its exhibits and attachments and then,
- 9) Terms and conditions or other provisions included in any preprinted or online Contractor materials, guidelines, specifications, underlying Contractor agreements or Contractor policies, or any other provisions related to the Services published by Contractor after the Effective Date of this Addendum and not added through the amendment process.

1.3. The above referenced exhibits to this Addendum are hereby incorporated by this reference. Nothing in this Addendum limits Contractor’s obligations under the Master Agreement unless otherwise noted herein. If a Contractor obligation in this Addendum conflicts with a Contractor obligation of the Master Agreement, the order of precedence in this Section 1 applies.

2. Purchasing Entity Authority. This Addendum and Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized by an individual state’s statutes to use statewide contracts in the State of Oregon (“Purchasing Entities”). Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

2.1. State Agencies under DAS procurement authority may issue ordering instruments under this Addendum for any dollar amount without further delegation of procurement authority from DAS. Notwithstanding the foregoing DAS delegation, State Agencies must obtain all other necessary approvals, including but not limited to legal sufficiency approval, as may be required.

2.2. State Agencies must obtain written approval from the State Printer for the acquisition, rental or lease of Product or Products and Services under this Addendum.

3. Primary Contacts: The primary contact individuals for this Addendum are as follows (or their named successors):

Contractor

Name:	Art Adams, Director Government Contract Compliance
Address:	Pitney Bowes, Inc. 3001 Summer Street, Stamford, CT 06926
Telephone:	(203) 351-7866
Fax:	(203) 460-3827
Email:	art.adams@pb.com

Contractor – Government Sales Channel Director – Pacific West Region

Name:	Francie Coffey
Address:	3001 Summer Street, Stamford, CT 06926
Telephone:	(213) 256-1917
Fax:	(203) 460-9181
E-mail:	Francie.coffey@pb.com

Contractor – Major Account Sales – Region

Name:	Chip Schau
Address:	3001 Summer Street, Stamford, CT 06926
Telephone:	(360) 241 1013
Fax:	N/A
E-mail:	chip.schau@pb.com

Lead State

Name:	Nyesha "Nye" Daley, MBA, PhD (ABD) Statewide Procurement Manager, Professional Services
Address:	Arizona DOA-SPO, 100 N. 15 th Ave, Suite 402, Phoenix, AZ 85007
Telephone:	(602) 542-4907
Fax:	(602) 542-5508
E-mail:	nyesha.daley@azdoa.gov

Participating Entity

Name:	Keri Ashford
Address:	1225 Ferry Street SE, Salem, OR 97301
Telephone:	(971) 349-2399
Email:	Keri.a.ashford@das.oregon.gov

4. Participating State Modifications and Additions to the Master Agreement

These modifications or additions apply only to actions and relationships within the Participating Entity.

The following changes, in addition to Exhibits 1-3 of this Addendum, are modifying or supplementing the Master Agreement Terms and conditions.

5. Selection of Contractor. This Addendum is not exclusive. Purchasing Entities with appropriate authority may acquire the products and services from other contractors and through other State of Oregon procurement processes. Purchasing Entities that are not State Agencies may select the contractor of the Purchasing Entity’s choice in compliance with applicable statute and rules.

If a State Agency Purchasing Entity with authority or authorization (see Section 2) elects to utilize the Master Agreement(s) for the Products and Services, and more than one Contractor holds a Master Agreement for the Products Services under an Addendum with Participating State, such Purchasing Entity may elect to award Contracts to one or more of the Contractors holding an Addendum and the Purchasing Entity shall follow the selection process below.

5.1. Contractor Selection Process, Large Purchases. From time to time, State Agency Purchasing Entities may purchase Products and Services from Contractor or other contractors, and shall use one of the following selection processes for all purchases over the small procurement threshold (currently \$10,000):

5.1.1. Sole Source Procurement/Brand Name Justification - A documented sole source procurement/brand name justification in compliance with applicable statute and rule; or

5.1.2. Best Value Analysis – Purchasing Entity may request and conduct a comparison of the offers based upon a best value analysis. Purchasing Entity shall:

5.1.2.1. Contact all Contractors holding an Addendum for the Products and Services via phone, e-mail or facsimile and request a written, responsive quote for the anticipated Products and Services. Quoted rates must not exceed the most competitive rates and discounts set forth in Contractor’s Master Agreement. However, Contractor may agree to extend specialized, discounted pricing based on the Purchasing Entity’s requirements by providing a specific quote to the Purchasing Entity.

5.1.2.2. Determine which Contractor provides the best value for Purchasing Entity based on Purchasing Entity's application of some or all of the following factors:

- Applicable preferences;
- Applicable discounts and incremental pricing options;
- Shipping costs;
- Delivery process and service levels;
- Installation, maintenance and repair service levels;
- Applicable warranties;
- Contractor's past performance record through reference checks;
- Contractor's service area;
- Inventory levels;
- Price comparison of the current market value of Services similar to the Products and Services;
- Comparison of pricing to MSRP;
- Life-cycle costing including expected life, salvage value and discounted total cost of ownership.

5.1.2.3. Document its procurement files describing the process, considerations, findings, and decisions used for determining the Contractor selected through the Best Value Analysis.

5.2. Contractor Selection Process, Small Purchases. For purchases under the small procurement threshold (currently \$10,000, as may be revised from time to time), a State Agency Purchasing Entity with appropriate authority may select the Contractor of its choice in compliance with applicable statute and rule.

6. Orders. Any order placed by a Purchasing Entity available from the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of this Addendum and the Master Agreement unless the parties to the order specify in writing in the order that another contract or agreement applies to such order.

7. Tax Compliance. Contractor has complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of this State. Contractor shall, throughout the duration of this Addendum and any extensions, comply with all tax laws of this State and all applicable tax laws of any political subdivision of this State. For the purposes of this section, "tax laws" includes: (i) all tax laws of this State, including but not limited to ORS 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this State that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax provisions imposed by a political subdivision of this State that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

7.1. Any violation of this Section 7 constitutes a material breach of this Addendum and any Contract issued under this Addendum. Further, any violation of Contractor's warranty also constitutes a material breach of this Addendum and any Contract issued under this Addendum. Any violation entitles DAS PS or Purchasing Entity to terminate this Addendum or the applicable Contract, to pursue and recover any and all damages that

arise from the breach and the termination of this Addendum or the applicable Contract, and to pursue any or all of the remedies available under this Addendum, a Contract, at law, or in equity, including but not limited to:

7.1.1. Termination of this Addendum or the applicable Contract, in whole or in part.

7.1.2. Exercise of the right of setoff and withholding of amounts otherwise due and owing to Contractor, in an amount equal to Purchasing Entity's setoff right, without penalty; and Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief.

7.1.3. DAS PS or Purchasing Entity may recover any and all damages suffered as the result of Contractor's breach of this Addendum or the applicable Contract.

These remedies are cumulative to the extent the remedies are not inconsistent, and DAS PS or Purchasing Entity may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

8. Participating Addendum Integration: This Addendum, including its exhibits, and the Master Agreement set forth the entire agreement between Contractor and Participating State with respect to the subject matter. There are no understandings, agreements, or representations, oral or written, not specified herein. Any attempt to modify or add or incorporate terms and conditions inconsistent with, and contrary to, the terms and conditions of this Addendum and the Master Agreement through a Contract or other document is null and void and hereby rejected.

9. Subcontractors: All Contractor dealers and resellers authorized for the State of Oregon, as shown on the NASPO ValuePoint website, are approved to provide sales and services support to authorized Purchasing Entities. Subcontractor participation will be in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addendum.

10. Software Licenses. Software license terms and conditions as attached to the Master Agreement shall be mutually agreed upon in writing by the Purchasing Entity's authorized individual and Pitney Bowes Inc., subject to the following:

10.1. Choice of Law; Jurisdiction; Venue. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to any license under this Addendum, including, without limitation, their validity, interpretation, construction, performance, and enforcement. Any action or suit brought by the parties relating to any license must be brought and conducted exclusively in the Circuit Court of Marion County for the State of Oregon in Salem, Oregon; provided, however, if a claim must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR AND ITS AFFILIATES HEREBY CONSENT TO THE PERSONAL JURISDICTION OF THESE COURTS, WAIVES ANY OBJECTION TO VENUE IN THESE COURTS, AND WAIVES ANY CLAIM THAT THESE COURTS ARE INCONVENIENT FORUMS. In no way may this section or any other term of any license be construed as (i) a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, or (ii) consent by the State of Oregon to the jurisdiction of any court.

10.2. Dispute Resolution. Any dispute between the parties under any license that is not resolved through informal discussions may be submitted to mediation upon the consent of both parties. If informal discussions or mediation are unsuccessful, either party may initiate litigation to resolve the dispute. The parties specifically disclaim any right to arbitration of disputes.

10.3. Term; Termination; No automatic renewal. The license term starts upon Purchasing Entity/Lessee acceptance of the equipment. In addition to the right to terminate for non-appropriation, Purchasing Entity/Licensee may terminate the license for Contractor's or its affiliates' breach of any provision of this Addendum or any license. Notwithstanding the provisions of the license, there is no automatic renewal of any term.

10.4. Lease Survivability. The termination or expiration of the Master Agreement or this Addendum does not automatically terminate a Contract entered into by a Purchasing Entity and Contractor if entered into prior to expiration of the Master Agreement and Addendum. All payments are subject to ORS 293.462.

10.5. Purchasing Entity/Lessee Limitation of Liability. Purchasing Entity's/Licensee's liabilities to Contractor or any of its affiliates is subject to Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260-30.300).

10.6. Confidentiality. Purchasing Entity's/Licensee's obligations of confidentiality, if any are subject to the Oregon Public Records Law (ORS 192.311-192.478).

10.7. Purchasing Entity/Licensee Data; No Overseas Access: Access Upon Termination. Purchasing Entity/Licensee owns all data or information relating to Purchasing Entity/Licensee or its clients that Contractor or its affiliates receive or create under the Addendum or any License. Contractor and its affiliates may use Purchasing Entity/Licensee Data solely for the purposes of providing the services or leasing/rental under the equipment lease or rental agreement. Purchasing Entity/Licensee Data will not be stored outside of the United States or its territories. For the avoidance of doubt, Contractor may implement any data transfer mechanism as may be necessary for compliance with applicable privacy laws for transfer of Purchasing Entity/Licensee Data to other jurisdictions for legitimate business purposes including (a) the performance under the Participating Addendum; (b) to provide any technical and customer support, maintenance, and troubleshooting as requested by the Purchasing Entity, and (c) to fulfil 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. Upon termination of an equipment lease or rental agreement for any reason, Contractor and its affiliates shall return all Purchasing Entity/Licensee Data to Purchasing Entity/Licensee and shall grant Purchasing Entity/Lessee thirty (30) calendar days access to all Purchasing Entity/Licensee Data.

10.8. Modifications to Software or Services.

Contractor or its affiliates shall send Purchasing Entity/Licensee written notice prior to implementing any material updates to the software or services or changing rates.

10.9. Data and Privacy Laws. Contractor or its affiliates shall comply with all applicable state and federal laws and regulations, and State of Oregon policies governing use and disclosure of Licensee Data and access to State of Oregon information assets, including as those laws, regulations, and policies may be adopted or modified from time to time. Applicable laws, regulations, and policies include but are not limited to:

- Oregon’s Statewide Information Security Standards, found online at: <https://www.oregon.gov/das/OSCIO/Pages/SecurityGuidance.aspx>.
- The Oregon Consumer Information Protection Act (OCIPA), ORS 646A.600 through 646A.628. For purposes of OCIPA, Licensor is a vendor.

Notwithstanding the provisions of Contractor’s Privacy Statement Effective 2/1/2022, Purchasing Entity/Licensee is not subject to the provisions of the GDPR or other European privacy laws. Purchasing Entity/Licensee represents that, to the best of its knowledge, it has no information subject to the GDPR or other European privacy laws.

11. Postage Meter Usage. All purchasing entities requiring the use of a Postage Meter will comply with all United States Postal Service regulations and meter terms and conditions applicable to the rental and use of postage meters supplied under this Addendum.

12. Lease Agreements. Equipment Lease and Rental Agreements are authorized in accordance with the terms of NASPO ValuePoint Master Agreement number CTR058808 and are attached to the Master Agreement. All equipment leases and rental agreements between Contractor or Contractor’s affiliate and a state agency Purchasing Entity under this Addendum are subject to the additional terms and conditions set forth in Section 12.1, as may be applicable based upon the type of equipment lease or rental agreement. Any underlying leases to this Addendum will remain in full force and effect throughout the stated lease term of such lease agreement, subject to termination provisions stipulated with such lease. The following, together with their respective terms and conditions are offered for lease or rental transactions under this Participating Addendum.

- Pitney Bowes Global Financial Services LLC “GFS” Term Rental (Installment Purchase) – Option A,
- FMV Rental – Option B, and
- State & Local Fair Market Value Lease – Option C

12.1. Additional Oregon Terms Subject to all Rental and Lease Agreements.

12.1.1. Choice of Law; Jurisdiction; Venue. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to any equipment lease or rental agreement under this Addendum, including, without limitation, their validity, interpretation, construction, performance, and enforcement. Any action or suit brought by the parties relating to any equipment lease or rental agreement must be brought and conducted exclusively in the Circuit Court of Marion County for the State of Oregon in Salem, Oregon; provided, however, if a claim must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR AND ITS AFFILIATES HEREBY CONSENT TO THE PERSONAL JURISDICTION OF THESE COURTS, WAIVES ANY OBJECTION TO VENUE IN THESE COURTS, AND WAIVES ANY CLAIM THAT THESE COURTS ARE INCONVENIENT FORUMS. In no way may this section or any other term of any equipment lease or rental agreement be construed as (i) a waiver by the State of Oregon of any form of defense or

immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, or (ii) consent by the State of Oregon to the jurisdiction of any court.

12.1.2. Dispute Resolution. Any dispute between the parties under any equipment lease or rental agreement that is not resolved through informal discussions may be submitted to mediation upon the consent of both parties. If informal discussions or mediation are unsuccessful, either party may initiate litigation to resolve the dispute. The parties specifically disclaim any right to arbitration of disputes.

12.1.3. Term; Termination; No automatic renewal. The lease or rental term starts upon Purchasing Entity/Lessee acceptance of the equipment. In addition to the right to terminate for non-appropriation, Purchasing Entity/Lessee may terminate the equipment lease or rental agreement for Contractor's or its affiliates' failure to cure a material breach of any provision of this Addendum or any equipment lease or rental agreement within thirty (30) days of receiving notice of such material breach from the Purchasing Entity. There is no automatic renewal of any term for any lease or rental agreement.

12.1.4. Lease Survivability. The termination or expiration of the Master Agreement or this Addendum does not automatically terminate a Contract entered into by a Purchasing Entity and Contractor if entered into prior to expiration of the Master Agreement and Addendum. Purchasing Entity/Lessee shall not be responsible for any income tax assessment on payments made to Contractor or its affiliates; the lease or rental fee will not be increased or "grossed up" to cover Contractor's or its affiliates' income taxes. All payments are subject to ORS 293.462.

12.1.5. No Cross Default. Each equipment lease or rental agreement is an individual contract between Contractor or its affiliates and Purchasing Entity/Lessee. Default on one equipment lease or rental agreement does not automatically trigger default and termination of any other equipment lease or rental agreement.

12.1.6. Purchasing Entity/Lessee Limitation of Liability. Purchasing Entity's/Lessee's liabilities to Contractor or any of its affiliates is subject to Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260-30.300).

12.1.7. Confidentiality. Purchasing Entity's/Lessee's obligations of confidentiality, if any are subject to the Oregon Public Records Law (ORS 192.311-192.478).

12.1.8. Purchasing Entity/Lessee Data; No Overseas Access; Access Upon Termination. Contractor and its affiliates may use Purchasing Entity/Lessee Data solely for the purposes of providing the services or leasing/rental under the equipment lease or rental agreement. Purchasing Entity/Lessee Data will not be stored outside of the United States or its territories. For the avoidance of doubt, Contractor may implement any data transfer mechanism as may be necessary for compliance with applicable privacy laws for transfer of Purchasing Entity/Lessee Data to other jurisdictions for legitimate business purposes including (a) the performance under the Participating Addendum; (b) to provide any technical and customer support, maintenance, and troubleshooting as requested by the Purchasing Entity, and (c) to fulfil 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/Lessee Data. Upon termination of an equipment lease or rental agreement for any reason, Contractor and its affiliates shall return all Purchasing Entity/Lessee Data to Purchasing

Entity/Lessee and shall grant Purchasing Entity/Lessee thirty (30) calendar days access to all Purchasing Entity/Lessee Data.

12.1.9. Modifications to Equipment, Software or Services. Contractor or its affiliates shall send Purchasing Entity/Lessee written notice prior to making any material updates to the equipment, software and/or services or changing rates.

12.1.10. No Agency. Notwithstanding the provisions of any equipment lease or the rental agreement, Purchasing Entity/Lessee does not appoint Contractor or its affiliate as Purchasing Entity's/Lessee's agent for the filing of any documentation. Purchasing Entity/Lessee shall prepare and file form 8038_G or 8038 GC, if applicable.

12.1.11. No Opinion of Counsel. Notwithstanding the provisions of any equipment lease or rental agreement, Purchasing Entity/Lessee shall not be required to supply an opinion of counsel to Contractor or its affiliates.

12.1.12. No Credit Search. Neither Contractor nor its affiliates shall conduct or require a credit search of Purchasing Entity/Lessee. All financial information for Purchasing Entity/Lessee may be found at: <https://www.oregon.gov/treasury/news-data/pages/treasury-news-reports.aspx>

12.1.13. Security Interest. Notwithstanding the provisions of the equipment lease or rental agreement, Purchasing Entity/Lessee hereby grants Contractor or its affiliates a security interest in the equipment pursuant to ORS 286A.102.

13. Individual Customer. Each State agency and political subdivision (a "Purchasing Entity") that purchases Products/Services under this Addendum will be treated as if they were individual customers. Except to the extent modified by this Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Addendum; and they will have the same rights and responsibilities for their purchases as the Participating Entity has in the Master Agreement. Each agency and political subdivision will be responsible for its own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases. The Contractor will apply the charges to each Purchasing Entity individually.

14. Entire Agreement. This Addendum and the Master Agreement number CTR058808 (administered by the State of Arizona) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State/Entity.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity:	Contractor: Pitney Bowes Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in appropriate data bases.]

Exhibit 1
Oregon Specific Terms and Conditions

1. Applicability. This Addendum pertains to Mailing Equipment, Supplies and Maintenance and related services (“Products and Services”), including related intellectual property (such as documentation) to be provided by Contractor to Purchasing Entities under Contracts entered into under this Addendum.

2. Definitions.

2.1. The following terms have the meanings set forth below. Capitalized terms not defined in this Addendum have the meaning ascribed to them in the Master Agreement and its exhibits. A Contract entered into between Purchasing Entity and Contractor may also include additional defined terms.

“Capital Lease” (Option A) has the same meaning assigned to the term “Financing Agreement” under ORS 283.085(3), which is incorporated by reference as though fully set forth in this definition.

“Contract” means the fully executed written agreement formed between Contractor and a Purchasing Entity with authority to enter into an agreement under this Addendum, including the ordering instrument, the terms and conditions of this Addendum, terms required by the Master Agreement, additional terms required by the Purchasing Entity, and all its exhibits and attachments.

“DAS PS” means the State of Oregon acting by and through the Department of Administrative Services, Enterprise Goods and Services, Procurement Services.

“Goods” means all Products and Services.

“ORCPP” means the “Oregon Cooperative Purchasing Program”. State agencies with their own procurement authority, institutions of higher education, political subdivisions and other entities may become members of the ORCPP and then are authorized to use statewide contracts in the State of Oregon.

“Master Agreement” means the Master Agreement #CTR058808 between Contractor and the State of Arizona, on behalf of the member states of the National Association of State Procurement Officials, and the NASPO ValuePoint, and its attachments, as may be amended from time to time. The Master Agreement together with this Addendum sets forth terms, conditions and requirements for purchase by Purchasing Entities of the Products and Services described in the Master Agreement.

“Operating Lease” (Option B or Option C) means an agreement for the lease for property or Products and Services that does not result in (a) the lessee financing the purchase of such property or Goods, and (b) the transfer of ownership or title in such property or Products either during or upon expiration or termination of the lease agreement from the lessor to the lessee without payment of a purchase amount described in the lease agreement

“Ordering Instrument” means a document submitted to Contractor by a Purchasing Entity that is part of the Contract and specifies the quantity and type of Product or Products and Services that Contractor will provide to the Purchasing Entity under the Contract.

“Product or Products and Services” means any equipment, products, software (including embedded software), documentation, service, or solutions supplied by the Contractor pursuant to the Master Agreement that a Purchasing Entity is authorized to procure under the

Participating Addendum. For the purposes of this Addendum, the term Product or Product and Services includes goods and services and Goods and Services.

“Purchasing Entity” means an executive department agency of the State of Oregon with authority, or with advance written authorization from a State Agency with authority, that enters into a Contract with Contractor, or an ORCPP member that enters into a Contract with Contractor.

“State” for the purposes of this Addendum, means the State of Oregon.

3. Contracts.

3.1. Contract Formation. A Contract entered into between a Purchasing Entity and Contractor is formed by:

3.1.1. An ordering instrument that describes the Products and Services to be purchased and contains the following language:

THIS PURCHASE IS PLACED AGAINST THE STATE OF ARIZONA MASTER AGREEMENT NO. CTR058808. THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THE PARTICIPATING ADDENDUM ENTERED INTO BY THE STATE OF OREGON, NO. PO-10700-00011285, APPLY TO THIS PURCHASE AND SUPERSEDE ALL CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.

3.1.2. A Statement of Work, if applicable, that describes the particulars of the Services to be provided by Contractor, such as tasks, deliverables and milestones, the attributes (including requirements) of each deliverable, acceptance criteria, a delivery schedule, and a payment schedule.

3.1.3. Additional insurance requirements, at the option of the Purchasing Entity.

3.1.4. Special terms and conditions applicable to the Products and Services, information, or funding. Special terms and conditions may include specifications, terms and conditions for hosting, security, privacy and data protections, and terms required by state or federal law or regulations (such as a business associate agreement).

3.2. Form of Ordering Instrument. Purchasing Entities may use their own forms ordering instruments as agreed to between the Purchasing Entity and Contractor. To the extent the terms of any ordering instrument differ from the terms of this Addendum, the terms of this Addendum supersede such contrary terms.

3.3. Any order placed by a Participating Entity or Purchasing Entity for Products and Services available from the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

3.4. No Third-Party Beneficiaries. DAS PS and Contractor are the only parties to this Addendum and are the only parties entitled to enforce its terms. Purchasing Entities are intended beneficiaries of this Addendum.

3.5. Verification of Purchasing Entities that are ORCPP members. Contractor shall verify that it provides Services under this Addendum only to Purchasing Entities that are ORCPP members or that are State Agencies with appropriate authority or written authorization.

Contractor may verify that a particular entity is an ORCPP member on-line at <https://www.oregon.gov/das/Procurement/Pages/Orcppmember.aspx>.

4. Payment Provisions.

4.1. All payments will be made in US Dollars. Purchasing Entity's obligation to pay late charges is subject to ORS 293.462.

4.2. Purchasing Entity will not be obligated to make any payment for Products and Services or other charges that exceed the maximum amount payable under a Contract, unless the maximum additional amount payable is agreed upon in advance and authorized by Purchasing Entity in writing.

4.3. Purchasing Entity will not be obligated to pay any travel expenses unless expressly agreed upon in a Contract. Any Purchasing Entity obligation to pay travel expenses, including transportation, lodging, or meals, is subject to the rates and limitations set under Oregon law. Contracts with the State of Oregon are subject to the rates and limitations of the Statewide Travel Policy, currently found online at:
<http://www.oregon.gov/das/Financial/Acctng/Documents/40.10.00.pdf>.

4.4. Contractor shall not retain fees paid but not earned if a Contract is terminated prior to its expiration.

5. Funds Available and Authorized/Non-Appropriation. The State of Oregon's and its agencies' payment obligations under Contracts entered into under this Addendum are conditioned upon Purchasing Entity receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Purchasing Entity, in the exercise of its reasonable administrative discretion, to meet its payment obligations under any Contract entered into under this Addendum. Contractor is not entitled to receive payment under this Addendum or any Contract from any part of Oregon state government other than Purchasing Entity. Nothing in this Addendum or any Contract is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. Purchasing Entity represents that it has sufficient appropriations and limitation for the current biennium to make payments under any Contract entered into under this Addendum.

6. Volume Sales Reports (VSRs) / Vendor Collected Administrative Fee (VCAF).

Contractor shall submit Volume Sales Reports (VSRs) and submit Vendor Collected Administrative Fees (VCAF) in the amount of 1% Contractor's gross total sales, less any credits or refunds, in accordance with the requirements set forth at:
<https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx>.

7. Limitation of Lease on Products and Services – State Agencies Ineligible. IN NO EVENT SHALL ANY STATE AGENCY HAVE THE RIGHT, UNDER THE ADDENDUM, TO ENTER INTO A CONTRACT FOR A CAPITAL LEASE. ANY CONTRACT ENTERED INTO BY CONTRACTOR AND A STATE AGENCY FOR A CAPITAL LEASE SHALL BE VOID AND THE STATE SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY SUCH LEASE. Nothing in the Addendum, however, prevents a State Agency from entering into a Contract for an Operating Lease.

ORCPP Purchasing Entities may, subject to all applicable federal, State and local laws, enter into a Contract for a Capital Lease or Operating Lease under the Addendum.

Nothing in the Addendum precludes ORCPP Purchasing Entities from entering into a Contract for Software or Software Services under the Participating Addendum.

8. Warranties. Purchasing Entities are entitled to the warranties, rights, remedies, and benefits under the Master Agreement, and this Addendum for any Contracts entered into by Purchasing Entities under this Addendum. Without limiting the generality of the warranty provisions of the Master Agreement, Contractor represents and warrants to DAS PS and Purchasing Entity that:

8.1. Contractor has the power and authority to enter into and perform this Addendum and each Contract entered into under this Addendum, and that this Addendum and any Contract entered into under this Addendum, when executed and delivered, will be a valid and binding obligation of Contractor enforceable in accordance with its terms;

8.2. Products will be new, unused, current production models, where applicable, or identified as refurbished models, and will be free from defects in materials, design and manufacture for manufacturer's standard warranty period. Where specifications have been made a part of the RFP, Contractor further warrants that all Products and Services conform to the specifications and meet or exceed all quality and safety standards set forth in the RFP;

8.3. All Services to be performed under Contracts entered into under this Addendum will be performed in accordance with the highest applicable professional or industry standards, and that only workmanship of the first quality shall be employed in the performance of this Addendum;

8.4. Contractor shall transfer to Purchasing Entity all manufacturer's warranties covering Products, if any at time of delivery at no charge; and

8.5. Contractor has no undisclosed liquidated and delinquent debt owed to the State of Oregon or any department or State Agency.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in the Master Agreement. All warranties provided in this Addendum are cumulative and will be interpreted expansively so as to afford Purchasing Entity the broadest warranty protection available.

9. Indemnification.

9.1. General Indemnity. Contractor shall defend, save, hold harmless and indemnify the Purchasing Entity and the State of Oregon and their agencies, subdivisions, officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, statutory penalties, costs and expenses of any nature whatsoever asserted by third parties resulting from, arising out of or relating to the activities of Contractor or its officers, employees, subcontractors or agents performance of its obligations under the Addendum.

9.2. Infringement Indemnity. Contractor shall, at Contractor's sole expense, defend, save, hold harmless and indemnify Purchasing Entities and the State of Oregon and their agencies, subdivisions, officers, employees and agents from and against any and all costs, damages, attorneys' fees, and any and all costs resulting from, relating to, or arising out of a claim that any aspect of the Products and Services furnished under a Contract infringes a patent, utility model, industrial design, copyright, mask work, trademark, trade dress, or any other legally cognizable intellectual property right of any third party (an "Infringement Claim"). If Contractor believes at any time that the Products or Services infringe a third party's Intellectual Property Rights, Contractor may upon receipt of Purchasing Entity's prior written consent, which Purchasing Entity will not unreasonably withhold, (i) replace an infringing item with a non-infringing item that meets or exceeds the performance and functionality of the replaced item; or (ii) obtain for Purchasing Entity the right to continue to use the infringing item; or (iii) modify the infringing item to be non-infringing, provided that, following any replacement or modification

made pursuant to the foregoing, the Goods continue to function in material conformance with the specifications set forth in this Participating Addendum. Contractor's failure or inability to accomplish any of the foregoing will be deemed a material breach of this Addendum, and Purchasing Entity may pursue any rights and remedies available to it under this Addendum, including termination.

Contractor will not be liable under this Section for any claim for infringement based solely on (a) Purchasing Entity's modification of the Goods, or (b) Use of the Goods not authorized by Contractor, or both.

9.3. Control of Defense and Settlement. Contractor's obligation to indemnify Purchasing Entity as set forth in this Addendum is conditioned on Purchasing Entity providing to Contractor prompt notification of any claim or potential claim of which Purchasing Entity becomes aware that may be the subject of those sections. Contractor shall have control of the defense and settlement of any claim that is subject to Section 8; however, neither Contractor nor any attorney engaged by Contractor may defend the claim in the name of the State of Oregon or any Purchasing Entity of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the approval of the Attorney General, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Any participation of the State of Oregon pursuant to this subsection will not relieve Contractor of its obligation to save, hold harmless and indemnify the State of Oregon under this section, provided that the State of Oregon may not settle any Infringement Claim or action without Contractor's prior written consent, which will not be unreasonably withheld.

9.4. Remedies. If any Services furnished by Contractor are, in Contractor's opinion, likely to become the subject of an Infringement Claim, or if an Purchasing Entity is prevented from exercising its rights under this Addendum or a Contract based on any Infringement Claim or court order arising from any Infringement Claim, then Contractor may, at its option and expense, procure for the Purchasing Entity the right to continue using the allegedly infringing Services, or replace or modify the Services so that they become non-infringing; provided that the replacement or modified Service meets the specifications set forth in the applicable Contract to the satisfaction of the Purchasing Entity. If the foregoing remedies are not available, then Purchasing Entity will terminate the allegedly infringing Services, and Contractor will refund Purchasing Entity's payments, in full, for the allegedly infringing Services.

10. Term and Termination of Addendum.

10.1. Term. This Addendum remains in effect until the earlier of (i) the expiration or termination of the Master Agreement, or (ii) expiration or termination of this Addendum in accordance with its terms.

10.2. Termination. DAS PS may terminate this Addendum, in whole or in part, at any time upon 30 calendar days' prior written notice to Contractor. The termination or expiration of the Master Agreement or this Addendum does not automatically terminate a Contract entered into by a Purchasing Entity and Contractor if entered into prior to expiration of the Master Agreement and Addendum

10.3. In addition, DAS PS may terminate this Addendum, in whole or in part, immediately upon fifteen (15) days' prior written notice to Contractor, or at such later date as DAS PS may establish in such notice, for any reason, or upon the occurrence of any of the following events:

10.3.1. State fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the Services to be purchased under the Addendum.

10.3.2. Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of Products or Services under this Addendum is prohibited or the State is prohibited from paying for such Products or Services from the planned funding source.

10.3.3. Contractor has undisclosed liquidated and delinquent debt owed to the State of Oregon or any department or State Agency.

10.3.4. Purchasing Entity does not receive authorization from the State of Oregon's Office of Enterprise Information Services (EIS) or EIS authorization is withdrawn or modified in a way that performance of the Services is prohibited or is no longer in the best interest of the State.

10.4. DAS PS' Right to Terminate for Cause. In addition to any other rights and remedies DAS may have under this Addendum, DAS PS may terminate this Addendum, in whole or in part, immediately upon written notice to Contractor of Contractor's material breach of this Addendum or under one or more Contracts where such breach has not been cured within thirty (30) days of receiving notification of such breach from the DAS PS. Upon Contractor's failure to cure such breach within thirty (30) days of receipt of written notice of such breach, Contractor will stop performance under Contracts if and as directed by State.

10.5. Effect of the Termination of the Addendum. Termination under any provision of this Addendum does not extinguish or prejudice State's or a Purchasing Entity's right to enforce this Addendum or a Contract with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of the State or a Purchasing Entity to indemnification by Contractor.

11. Term and Termination of Contracts.

11.1. Contract Term. The effective date of a Contract may be no earlier than the date it is fully executed. A Contract will remain in effect until the date stated in the Contract, unless terminated or extended in accordance with its terms. A Contract entered into before the expiration or termination of the Master Agreement and this Addendum will continue for the term stated in the Contract unless it is terminated earlier in accordance with its terms.

11.2. Individual Contracts may be terminated at any time by written consent of Purchasing Entity and Contractor.

11.3. Purchasing Entity may, at its sole discretion, terminate a Contract, in whole or in part, in accordance with the terms of the applicable lease. The termination or expiration of the NASPO Master Agreement, as amended or Addendum shall in no way relieve any individual entity from its obligations to any product leases or postage meter rental agreements that were entered prior to the date of any such termination.

11.4. Purchasing Entity may terminate a Contract, in whole or in part, immediately upon written notice to Contractor at the end of the period for which funds were appropriated as Purchasing Entity may establish in such notice, upon the occurrence of any of the following events:

11.4.1. Purchasing Entity fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the Services to be purchased under the Contract.

11.4.2. Federal or State laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of Services under the Contract is prohibited or Purchasing Entity is prohibited from paying for such Services from the planned funding source.

11.4.3. Contractor has undisclosed liquidated and delinquent debt owed to the State of Oregon or any department or State Agency.

11.4.4. Contractor commits any material breach of this Addendum or the Contract and has failed to cure the breach within the thirty (30) days of receiving notification of such breach from the Purchasing Entity.

11.5. Upon receipt of written notice of termination of a Contract, Contractor will stop performance under the Contract as directed by Purchasing Entity.

11.6. Termination of a Contract does not extinguish or prejudice Purchasing Entity's right to enforce the Contract with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of Purchasing Entity to indemnification by Contractor. In addition, termination of a Contract does not extinguish or prejudice Purchasing Entity's right to enforce the warranty, indemnification, governing law, venue and consent to jurisdiction provisions of this Addendum. If a Contract is so terminated, Purchasing Entity will pay Contractor in accordance with the terms of the Contract (including this Addendum) for Product or Products and Services delivered and accepted by Purchasing Entity.

12. Return of Property. Upon termination (including by expiration) of this Addendum or a Contract for any reason whatsoever, Contractor shall immediately deliver to Purchasing Entity, if practicable, all of its property, which includes Purchasing Entity's Confidential Information, and Purchasing Entity's data, that are in the possession or under the control of Contractor. Obligations under this section are in addition to Contract terms specifically addressing treatment of property, and data, during the term and following termination or expiration of a Contract.

12.1. Except as necessary to meet Contractor's obligations under Section 21, Access to Records, Contractor shall not retain any copies of Purchasing Entity property or Confidential Information. Contractor shall notify Purchasing Entity of any conditions that make returning all Purchasing Entity property or Confidential Information not feasible. Upon Purchasing Entity's written acknowledgement that returning all property is not feasible, Contractor shall destroy such Purchasing Entity property and provide Purchasing Entity with written certification of destruction of the property.

12.2. Contractor shall maintain protections required by law, this Addendum, or a Contract for any retained Purchasing Entity property for so long as Contractor (including through any subcontractor) retains the property.

13. Compliance with Law.

13.1. Compliance with Law Generally. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Contractor, this Addendum, and Contracts entered into under this Addendum, as may be adopted or amended from time to time. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Addendum and Contracts: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health

Insurance Portability and Accountability Act of 1996, as amended by the American Recovery and Reinvestment Act of 2009 (ARRA); (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable and required by law to be so incorporated. DAS PS' Purchasing Entity's performance is conditioned upon Contractor's compliance with the obligations of contractors under ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein.

13.2. Oregon False Claims Act. Contractor acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Contractor pertaining to this Addendum or a Contract, including the procurement process relating to this Addendum, which constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Addendum, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Contract. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Contractor. Contractor understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State of Oregon under this Contract or any other provision of law.

13.3. Tax Compliance. Contractor certifies that it has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state. Contractor shall, throughout the duration of this Addendum, all Contracts, and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this section, "tax laws" includes: (i) All tax laws of this state, including but not limited to ORS 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this subsection constitutes a material breach of this Addendum and any Contract. Any failure to comply entitles DAS PS to terminate this Addendum and any Contract, to pursue and recover any and all damages that arise from the breach and the termination, and to pursue any or all of the remedies available under this Addendum, a Contract under which an executive department agency is the Purchasing Entity, at law, or in equity, including but not limited to:

- Termination, in whole or in part;
- Exercise of the right of setoff, or garnishment as applicable, and withholding of amounts otherwise due and owing to Contractor, without penalty; and
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Purchasing Entity may recover any and all damages suffered as the result of Contractor's breach of this Contract.

This Addendum and Contracts entered into by state executive agencies will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Contractor's compensation under this Addendum and related Contracts, or (ii) exercising a right of setoff against Contractor's compensation for any amounts that may be due and unpaid to State or its political subdivisions for which the Department of Revenue collects debts.

13.4. Changes in Law Affecting Performance. Each party will immediately provide notice to the other of any change in law, or any other legal development, which may significantly affect its ability to perform its obligations in accordance with the provisions of this Addendum or a Contract. Each party shall monitor changes in federal and state laws, ordinances, and regulations applicable to its performance hereunder, and will be deemed aware of such changes within 30 calendar days of the enactment of any such change.

13.5. Pay Equity. As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor's compliance with this section constitutes a material element of this Addendum and a failure to comply constitutes a breach that entitles DAS PS or Purchasing Entity to terminate this Addendum or a Contract for cause.

13.6. Non-Discrimination. Contractor certifies that it has a written policy and practice that meets the requirements described in ORS 279A.112 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material condition, to maintain such policy and practice in force during the term of this Addendum and each Contract.

14. Oregon Public Records Law. Contractor acknowledges that any disclosures Contractor makes to Purchasing Entity under this Addendum are subject to application of the Oregon Public Records Law, including but not limited to ORS 192.311-192.478, and the provisions for the Custody and Maintenance of Public Records, ORS 192.005-192.710. The non-disclosure of documents or of any portion of a document submitted by Contractor to DAS PS or Purchasing Entity may depend upon official or judicial determinations made pursuant to the foregoing laws. Contractor will be notified prior to DAS PS' or Purchasing Entity's release of documents to entities other than participating agencies or other State Agencies. Contractor shall be exclusively responsible for defending Contractor's position concerning the confidentiality of the requested documents, at its own expense.

15. Recycled Products. Contractor will use, to the maximum extent economically feasible in the performance of this Addendum or any Contract, recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

16. Notices. Except as otherwise provided in a Contract (including for security incident and breach notifications), any formal communications between Purchasing Entity and Contractor, to or notices to be given under a Contract will be given in writing by personal delivery of an electronic transmission or the notice or mailing the notice, postage prepaid, at the address or number set forth in the Contract. Any communication so addressed and mailed will be deemed to have been received five calendar days after mailing. Any communication delivered electronically will be deemed to be given when a confirming report for the transmission is

generated by the transmitting machine. To be effective against the receiving party, such electronic transmission must be confirmed by telephone notice to the receiving party's authorized representative, as set forth in the Contract. Any communication or notice by personal delivery will be deemed to be given when actually received by the appropriate authorized representative.

16.1. As between Contractor and State with respect to this Addendum, the Primary Contacts of Contractor and State are set forth in the Addendum.

17. Governing Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Addendum and resulting Contracts, including, without limitation, their validity, interpretation, construction, performance, and enforcement.

18. Jurisdiction and Venue. Any claim, action, suit or proceeding (collectively, "Claim") between the State of Oregon (including DAS PS, Purchasing Entities who are State Agencies, OCRPP Purchasing Entities who are Oregon executive department agencies, and any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Addendum or a Contract under this Addendum, will be brought and conducted solely and exclusively in the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively in the United States District Court of the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS ADDENDUM HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing in this section will be construed as a waiver of the State of Oregon's sovereign immunity with respect to any Claim, whether brought under State or Federal law, or the consent to jurisdiction in State or Federal Court.

Any Claims between Contractor and a Purchasing Entity other than the State of Oregon or a State Agency that arise from or are related to individual Contracts or this Addendum will be brought and conducted solely and exclusively within the Circuit Court of the county in the State of Oregon in which such Purchasing Entity resides or has its principal office, or at Purchasing Entity's option, within such other county as Purchasing Entity will be entitled to proceed under the venue laws of Oregon to bring or defend Claims. If any such Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

19. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon as of the effective date of this Addendum, Contractor will promptly provide to the Oregon Department of Revenue all information required by that department relative to the Addendum or any Contract. A Purchasing Entity may withhold final payment under a Contract until Contractor has provided the Oregon Department of Revenue with the required information.

20. Merger Clause; Waiver. This Addendum, including the Master Agreement and the exhibits attached to this Addendum, constitutes the entire agreement between the parties on the subject matter hereof, and supersedes all prior agreements, oral or written. There are no understandings, agreements, or representations, oral or written, between these parties that are not specified in this Addendum. No waiver, consent, modification or change of terms of this Addendum binds either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made is effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Addendum does not constitute a waiver by the State of that or any other provision.

21. Access to Records. Contractor will maintain all fiscal records relating to its performance under this Addendum and each Contract in accordance with generally accepted accounting principles and will maintain any other records relating to its performance in such a manner as to clearly document Contractor's performance. Purchasing Entity, the State and its agencies, and the Oregon Secretary of State Audits Division and its duly authorized representatives, will have access to such fiscal records and records related to maintenance services provided under this Addendum or a Contract to perform examination and audits and make excerpts and transcripts. To the extent provided by law, the federal government will be entitled to the same access as the State of Oregon and Purchasing Entities. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of 6 years, or such longer period as may be required by applicable law following final payment and termination of this Addendum and all Contracts entered into under this Addendum, or until the conclusion of any audit, controversy or litigation arising out of or related to this Addendum or any Contract, whichever date is later.

22. Severability. If any term or provision of this Addendum or any Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Addendum or Contract did not contain the particular term or provision held to be invalid.

23. Survival. Any terms of this Addendum or any Contract, which by their nature are intended to survive termination or expiration do so survive. Terms include but are not limited to warranty, indemnification, access to records, governing law, venue, consent to jurisdiction, termination and remedies provisions.

24. Insurance. No later than ten days following the Effective Date, Contractor must provide insurance as set forth on Exhibit 2, Insurance, of this Addendum. No Contracts may be placed or accepted until proof is provided that these requirements have been met.

25. Amendments. This Addendum may only be modified in writing agreed to and executed by the parties and approved in accordance with applicable law. A Contract may only be modified in writing agreed to and executed by the parties.

26. Security and Privacy Security and Privacy. Unless this Addendum or a Contract specifies otherwise, Contractor shall comply with the following security and privacy requirements:

26.1. Ownership of Data. Any information Contractor or its employees or agents receives or creates relating to Purchasing Entity or Purchasing Entity's clients ("Purchasing Entity Data") is owned by Purchasing Entity. Purchasing Entity hereby grants Contractor a license to use Purchasing Entity Data to fulfill the purposes of this Addendum or a Contract under which Purchasing Entity Data is accessed, and otherwise only as specifically described in the Addendum or Contract. Contractor hereby irrevocably assigns, transfers and conveys, and will cause its employees, subcontractors and agents to assign, transfer and convey without further consideration all right, title, and interest in Purchasing Entity Data to Purchasing Entity. Upon request by Purchasing Entity, Contractor will or will cause the execution and delivery of any documents that may be necessary to preserve or enable Purchasing Entity to enforce, its rights with respect to its Purchasing Entity Data.

26.2. Requests for Data. In the event Contractor receives a third-party request for Purchasing Entity Data, including any electronic discovery, litigation hold, or discovery searches, Contractor shall first give Purchasing Entity notice and provide such information as may reasonably be necessary to enable Purchasing Entity to take action to protect its interests.

26.3. Privacy and Security Training. Contractor shall ensure its employees, agents, and contractors receive periodic training on privacy and security obligations relating to the Services.

26.4. Limited Purposes. Contractor shall limit the use or disclosure of Purchasing Entity Data to persons directly connected with the administration of the Addendum or the related Contract.

26.5. No Overseas Access, Storage, or Transmission. Purchasing Entity Data will not be stored outside of the United States or its territories. Purchasing Entity Data may be accessed from India for limited purposes under client-specific scenarios for helpdesk purposes.

26.6. Prohibition on Data Mining. Contractor shall not capture, maintain, scan, index, share or use Data, or otherwise use any data-mining technology, for any non-authorized activity, and shall not permit its agents or subcontractors to do so. For purposes of this requirement, “non-authorized activity” means data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security analysis that is not explicitly authorized in this Addendum or a Contract.

26.7. Privacy Protections. The information exchanged with Contractor may include Purchasing Entity Data subject to specific confidentiality protections under state or federal law, and the implementing regulations of those laws. Contractor, its employees, agents, and contractors shall comply with laws and regulations applicable to the information, including as those laws and regulations may be updated from time to time. Contractor shall maintain protections required by law, this Addendum, or an applicable Contract for any retained Purchasing Entity Data for so long as Contractor (including through any third party) retains it.

26.8. Access. Contractor shall not suspend a Purchasing Entity’s access to its Purchasing Entity Data at any time during the term of the applicable Contract or the post-termination access period.

26.9. Post-Termination Access to Data. Upon Contract termination (including by expiration), Contractor shall, at the Purchasing Entity’s request and discretion, either return, if practicable, all Purchasing Entity Data to Purchasing Entity (or delegate) in an agreed-upon format, or ensure Purchasing Entity has access and the ability to retrieve its Purchasing Entity Data for at least a 30-calendar day period following termination. This 30-day period will be at no additional charge to Purchasing Entity. Except, as required by law or to meet Contractor’s audit obligations, Contractor shall not retain any copies of Purchasing Entity’s Data following Purchasing Entity’s written verification that it no longer requires post-termination access, except as necessary for audit verification purposes.

26.10. Sanitization. Subject to Section 21, Access to Records, or as required by law, Contractor shall not retain any copies of a Purchasing Entity’s Data following its written authorization to destroy Purchasing Entity property that cannot be returned following the Term of a Contract. Contractor shall notify Purchasing Entity of any conditions that make returning all Data not feasible. Upon Purchasing Entity’s written acknowledgement that returning all Data is not feasible and its consent, Contractor shall purge or destroy retained Data in all its forms (including copies of returned Data) in accordance with the most current version of NIST SP 800-88 or other agreed-upon standard and provide Purchasing Entity with written certification of sanitization.

26.11. Incidents and Breaches. In the event Contractor or its subcontractor or agents discover or are notified of a security incident, or a breach of security or privacy that has directly impacted a Purchasing Entity’s Data, Contractor shall immediately, but no longer than within 72 hours, notify the affected Purchasing Entity’s point of contact (or delegate) of the issue. Breaches include a failure to comply with Contractor’s confidentiality obligations. If Purchasing Entity

determines that a breach requires notification of its clients, or other notification required by law, Purchasing Entity will have sole control over the notification content, timing, and method, subject to Contractor's obligations under applicable law.

26.12. Confidentiality Related to Security and Privacy. Notwithstanding the provisions of the Master Agreement, Contractor acknowledges that, it and its employees, subcontractors or agents in the course of this Addendum and any Contract may be exposed to or acquire information that is confidential to DAS PS, Purchasing Entity, or Purchasing Entity's clients, and such information is Confidential Information as described in the Master Agreement. Contractor shall maintain the confidentiality of such Confidential Information. Confidential information does not include:

- Information that becomes part of the public domain through lawful means and without breach of any confidentiality obligation by Contractor;
- Information subsequently and rightfully received from third parties who have the necessary rights to transfer the information without any obligation of confidentiality;
- Information that was known to Contractor prior to the Effective Date of the Addendum or a Contract without obligation of confidentiality;
- Information that is independently developed by Contractor and documented in writing without use of, or reference to, any Confidential Information; and
- Subject to Contractor's obligation to provide notice under this Addendum, information required to be disclosed by compulsory judicial or administrative process or by law or regulation.

26.13. Compliance with Laws, Regulations, and Policies Related to Security and Privacy. Contractor shall comply with all applicable state and federal laws and regulations, and Purchasing Entity policies governing use and disclosure of Data, including as those laws, regulations, and policies may be updated from time to time. Applicable State of Oregon Laws, Regulations and Policies include the following:

- Oregon's Statewide Information Security Standards:
<https://www.oregon.gov/das/OSCI0/Pages/SecurityGuidance.aspx>
- Oregon's Statewide Information Security Plan,
<https://www.oregon.gov/das/OSCI0/Pages/SecurityGuidance.aspx> .
- Oregon's Statewide Information Technology Policies:
www.oregon.gov/das/Pages/policies.aspx#IT as applicable for Contractor when onsite at an agency location or when requiring access to State resources.

26.14. Contractor shall comply with the Oregon Consumer Information Protection Act (OCIPA), ORS 646A.600 through 646A.628. For purposes of OCIPA, Contractor is a vendor.

26.15. Background Checks. Contractor shall complete a criminal background check on its employees, agents, and contractors providing Services and who have access to Data. Upon reasonable written request of DAS PS or a Purchasing Entity, Contractor shall certify in writing that such background checks have been completed, and the checks revealed no negative findings pertaining to dishonesty, fraud, or theft on employees, agents, or contractors providing Services.

26.16. Network and Services. Contractor networks and systems and Data will not be stored outside of the United States or its territories. For the avoidance of doubt, Contractor may implement any data transfer mechanism as may be necessary for compliance with applicable

privacy laws for transfer of Purchasing Entity/Licensee Data to other jurisdictions for legitimate business purposes including (a) the performance under the Participating Addendum; (b) to provide any technical and customer support, maintenance, and troubleshooting as requested by the Purchasing Entity, and (c) to fulfil 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 not transfer or materially modify the location restrictions on its networks or systems or Data without advance written consent from DAS PS and any affected Purchasing Entity.

Exhibit 2 Insurance

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit prior to performing under this Addendum and any Contract and shall maintain it in full force and at its own expense throughout the duration of this Addendum and all warranty periods Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to DAS PS.

Workers' Compensation Insurance. All employers, including Contractor, that employ subject workers in the State of Oregon must comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor must also ensure that each of its approved subcontractors complies with these requirements.

General Liability Insurance. Contractor must obtain and maintain, at its own expense, for the duration of this Addendum and any Contract, general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000, for each occurrence for bodily injury and property damage. It must include contractual liability coverage for the indemnity provided under this Contract.

Automobile Liability Insurance. Contractor must obtain, at Contractor's expense, and keep in effect during the term of this Addendum and any Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence must not be less than \$1,000,000.

Additional Insureds. The State of Oregon, DAS PS and their divisions, officers and employees are included as additional insureds under the General Liability and Automobile Liability policies, but only with respect to the Products and Services that Contractor will provide under this Addendum and any Contract.

Notice of Cancellation or Change. Contractor must not cancel, cause a material change in, reduce its limits for or omit or intend not to renew the insurance coverage required under this Addendum without 30 calendar days' prior written notice from Contractor or its insurers to DAS PS.

Certificates of Insurance. As evidence of the insurance coverage required under this Addendum, Contractor must furnish acceptable insurance certificates to DAS PS before providing the Products and Services or commencing the Services and annually thereafter. The certificates must specify all of the parties who are additional insureds. Insuring companies must be authorized to sell insurance in the State of Oregon. Contractor must be financially responsible for all pertinent deductibles, self-insured retention, and self-insurance.

**Exhibit 3
Contractor Data**

Contractor Information. This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Contractor Name (exactly as filed with the IRS): Pitney Bowes Inc.

Street address: 27 Waterview Drive

City, state, zip code: Shelton, CT 06484

Email address: francie.coffey@pb.com

Telephone: (213) 256-1917 Fax: (203) 460-9181

Is Contractor a nonresident alien, as defined in 26 U.S.C. § 7701(b)(1)?

(Check one box): YES NO

Business Designation: (Check one box):

- | | | |
|----------------------------------------------------|--------------------------------------------------------|----------------------------------------------|
| <input type="checkbox"/> Professional Corporation | <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Sole Proprietorship |
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Other |