

**PARTICIPATING ADDENDUM
to NASPO ValuePoint
Mailroom Equipment, Supplies & Maintenance
Administered by the State of Arizona
with Pitney Bowes Inc.
Master Agreement No. ADSPO16-169897, as amended
And
The State of Colorado
Participating Addendum No. 2018-010**

1. PARTIES AND SCOPE

This Participating Addendum, including all of its attached Exhibits, Attachments, and other documents incorporated by reference (the "Participating Addendum"), is entered into by and between Pitney Bowes Inc. (the "Contractor"), and the State of Colorado (the "State"). This Participating Addendum covers participation in the Mailroom Equipment, Supplies & Maintenance category, led by the State of Arizona, as amended (the "Master Agreement"), for use by State agencies and other entities located in the State, and authorized by the State's statutes 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 C, Products and Price List**.

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. 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

To the extent not modified by this Participating Addendum, all terms and conditions of the Master Agreement 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 a Purchasing Entity 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.

4. EQUIPMENT AND SOFTWARE OPTIONS

- i. A Purchasing Entity may purchase, lease or rent Equipment and software under this Participating Addendum. Only Cancellable Rentals and Straight Leases are authorized. Fair Market Value (FMV) and Capital Leases are not.
- ii. Purchasing Entity's may only take ownership of Equipment through an up-front purchase by use of **Exhibit F, Pitney Bowes Purchase and/or Maintenance Agreement**, or by securing third party financing.
- iii. Ownership is not an option through a Cancellable Rental or a Straight Lease.

- iv. DMT Equipment is not available through a Cancellable Rental or a Straight Lease, and may only be obtained through an up-front purchase or by the Purchasing Entity securing third party financing.
- v. The State has reviewed and approved the terms and conditions in the Contractor's documents, which are attached hereto as **Exhibits D through J**, and **Attachments 1 through 6**, 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. 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 **Exhibits D through J**, or **Attachments 1 through 6**, this Participating Addendum shall govern, except to the extent such conflict would cause either party to be noncompliant with United States Postal Service Regulations.
- vi. In the event the Purchasing Entity receives or obtain copies of the language in Exhibits D though J, and/or Attachments 1 through 6, and the language varies from what is listed in said Exhibits and/or Attachments, the language in the Exhibits and Attachments incorporated into this Participating Addendum, shall prevail.
- vii. Purchasing Entities requiring the use of a postage meter shall comply with all United States Postal Service regulations, which can be located in Attachment 1, Pitney Bowes Postage Meter Rental Terms.

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, without a formal amendment to this Participating Addendum no later than five (5) days following the date on which the change occurs. The Contractor's primary contact shall be ultimately responsible for ensuring that all Goods are delivered and all Services are completed in accordance with this Participating Addendum.

Primary Contact for the State:
 Nikki Pollack, State Procurement
 Administrator
 State Purchasing & Contracts Office
 1525 Sherman Street, 3rd Floor
 Denver, Co 80203
 (303) 866-5671
 nikki.pollack@state.co.us

Primary Contact for the Contractor:
 Art Adams, Director Government
 Contract Compliance
 Pitney Bowes, Inc.
 3001 Summer Street
 Stamford, CT 06926
 (203) 351-7866
 Art.adams@pb.com

6. SUBCONTRACTORS

- i. 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.
- ii. Contractor shall remain the primary Contractor fully accountable to the State for ensuring that its Subcontractors comply with the terms of this Participating Addendum.

- iii. 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.
- iv. The State may remove an Authorized Dealer from Contractor's list, at any time, and without further explanation or process.

7. **ORDERS**



- i. Any Order placed by a Purchasing Entity in the State of Colorado for a Good or Service available from this Participating Addendum shall be deemed to be a sale under (and governed by the prices and other terms and conditions) the Master Agreement and this Participating Addendum.
- ii. 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.
- iii. All Orders issued by Purchasing Entities as defined in this Participating Addendum, must be addressed to Pitney Bowes Inc. and shall state the Participating Addendum Number: 2018-010 and the Master Agreement Number: ADSPO16-169897.
- iv. Additional requirements for Orders are set forth in **Exhibit B, General Work Requirements**.

8. **ORDER OF PRECEDENCE**


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

- A. Colorado Special Provisions in §16 of Participating Addendum Exhibit A, State Specific Terms
- B. The provisions of the main body of this Participating Addendum
- C. All other sections of Participating Addendum Exhibit A, State Specific Terms
- D. Participating Addendum Exhibit B, General Work Requirements
- E. Participating Addendum Exhibit C, Products and Price List
- F. Participating Addendum Exhibits D through J, with equal precedence
- G. Participating Addendum Attachments 1 through 6, with equal precedence

THE PARTIES HERETO HAVE EXECUTED THIS PARTICIPATING ADDENDUM

<p>CONTRACTOR Pitney Bowes Inc.</p> <p>By: Art Adams Title: Director, Government Contract Compliance</p> <p></p> <p>Signature _____</p> <p>Date: <u>5/9/2018</u></p>	<p>STATE OF COLORADO John W. Hickenlooper, Governor Department of Personnel and Administration State Purchasing & Contracts Office June Taylor, Executive Director</p> <p></p> <p>By: John Chapman, State Purchasing Manager</p> <p>Date: <u>5/17/18</u></p>
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STATE OF COLORADO
Governor's Office of Information Technology
Suma Nallapati, Secretary of Technology and Chief Information Officer




By: Brenda Berlin, Deputy Chief Information Officer and Chief Financial Officer

Date: 6/4/18

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.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: 

Name: CLARK M BOLSER

Effective Date: 6/8/18

PARTICIPATING ADDENDUM EXHIBIT A, STATE SPECIFIC TERMS

1. AUTHORITY

Authority to enter into this Participating Addendum exists in the Colorado Procurement Code, 24-101-101 *et. seq.* C.R.S., and its associated rules.

2. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Attachments”** means the following Attachments attached to this Participating Addendum:
 - i. **Attachment 1**, Pitney Bowes Postage Meter Rental Agreement Terms and Conditions
 - ii. **Attachment 2**, Pitney Bowes ConnectRight Mailer End User License Agreement Terms
 - iii. **Attachment 3**, Pitney Bowes Business Manager Software License Agreement Terms
 - iv. **Attachment 4**, Pitney Bowes Distribution Solutions Software License Maintenance Agreement Terms
 - v. **Attachment 5**, Pitney Bowes DMT DirectView Software License Agreement Terms
 - vi. **Attachment 6**, Pitney Bowes SendPro Clickwrap Agreement Terms
- B. **“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.
- C. **“Business Day”** means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1), C.R.S.
- D. **“Buyout to Return”** means the early termination option on a Straight Lease Agreement, and consists of any current amounts due, plus the remaining stream of Equipment Payments.
- E. **“Cancellable Rental”** means an Equipment agreement that shall be cancellable given thirty (30) 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.
- F. **“Ceiling Price”** means the maximum price Contractor or a Subcontractor may charge for a Good or Service under this Participating Addendum.
- G. **“Chief Procurement Officer”** means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202(6), C.R.S. to procure or supervise the procurement of all Goods and Services needed by the State.
- H. **“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.
- I. **“Confidential Information”** means any and all information that is normally considered confidential in nature, and includes, but is not limited to, all State Records, Purchasing Entity Records, PII, PHI, PCI, Tax Information, CJI, and State personnel records not

subject to disclosure under the Colorado Open Records Act, §§24-72-200.1, et seq. C.R.S. (“CORA”).

- J. **“Consumable Supplies”** means any product that gets used up or is discarded once used, such as ink cartridges.
- K. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- L. **“Deliverable”** means the outcome to be achieved or output to be provided, in the form of a tangible or intangible object that is produced as a result of Contractor’s Work that is intended to be delivered to the Purchasing Entity by Contractor.
- M. **“Effective Date”** means the date on which this Participating Addendum is approved and signed by the Colorado State Controller or designee.
- N. **“Equipment Lease and/or Rental Payment”** means the Equipment portion of the payment, less any service, supplies, maintenance, or postage meter payments.
- O. **“Equipment Trade-In”** means an agreed upon transaction between the Purchasing Entity and the Contractor, in which the Contractor takes ownership of the Purchasing Entity’s owned Equipment, often for a discounted amount.
- P. **“Equipment Upgrade or Downgrade”** means the Purchasing Entity’s existing leased Equipment is replaced with a different piece of Equipment. A new lease term 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 then closed out, and the Equipment is returned to Contractor.
- Q. **“Exhibits”** means the following Exhibits attached to this Participating Addendum:
 - i. **Exhibit A, State Specific Terms**
 - ii. **Exhibit B, General Work Requirements**
 - iii. **Exhibit C, Product and Price List**
 - iv. **Exhibit D, Pitney Bowes Cancellable Rental Agreement**
 - v. **Exhibit E, Pitney Bowes Straight Lease Agreement**
 - vi. **Exhibit F, Pitney Bowes Purchase and/or Maintenance Agreement**
 - vii. **Exhibit G, Pitney Bowes Master License Agreement**
 - viii. **Exhibit H, Pitney Bowes Hosting Software License and Maintenance Agreement Addendum**
 - ix. **Exhibit I, Pitney Bowes Sorter (imbedded) Software License Maintenance Agreement**
 - x. **Exhibit J, Pitney Bowes DMT Direct Connect Software License Agreement**
- R. **“FTI Data”** means federal tax information or State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. FTI includes, but is not limited to, all information defined as federal tax information in Internal Revenue Service Publication 1075.
- S. **“Goods”** (also referred to as “Equipment”) means any movable material acquired, produced, or delivered by Contractor as set forth in this Participating Addendum or the

NASPO ValuePoint Master Agreement, and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.

- T. **“Incident”** means an accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of communication and information resources of the State pursuant to C.R.S. §24-37.5-401 et seq. Incidents include, but are not limited to (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.
- U. **“Initial Lease and/or Cancellable or Postage Meter Rental Term”** means the length of time (i.e. 36, 48, or 60 months) that a Purchasing Entity enters into a Lease or Rental Agreement.
- V. **“Minimum Monthly Payment”** means the equipment and service portion of the payment, less any supply payments.
- W. **“Order”** means any purchase order, delivery order, Straight Lease Agreement, Cancellable Rental Agreement, Postage Meter Rental Agreement, maintenance agreement, software agreement, contract, or other authorized commitment voucher used by a Purchasing Entity to order the Goods or Services provided in the Participating Addendum. An Order amended consistent with the requirements of any Purchasing Entity shall also be governed by the same terms and conditions presented in this Participating Addendum.
- X. **“Party”** means the State or Contractor, and **“Parties”** means both the State and Contractor.
- Y. **“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.
- Z. **“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. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.
- AA. **“Postage Meter Rental Agreement”** means a rental agreement that is governed by the United States Postal Service regulations.
- BB. **“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.
- CC. **“Purchasing Entity”** means a state agency, city, county, district, other political subdivision of the State, and qualifying nonprofit organizations who issue Orders against the Participating Addendum and becomes financially committed to the purchase.
- DD. **“Purchasing Entity Records”** means any and all Purchasing Entity data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

- EE. “Renewal Lease Term and/or Rental Term”** means a month to month extension of the Initial Lease Term and/or the Cancellable Rental or Postage Meter Rental Term.
- FF. “Services”** means the services to be performed by Contractor as set forth in this Participating Addendum or the NASPO ValuePoint Master Agreement, and shall include any services to be rendered by Contractor in connection with the Goods.
- GG. “State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).
- HH. “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.
- II. “State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- JJ. “Straight Lease Agreement or Lease Agreement, and Rental Agreement”** means a contract in which one Party conveys the use of an asset to another Party for a specific period of time at a predetermined rate.
- KK. “Subcontractor”** means agents, Authorized Dealers, or third-parties, if any, engaged by Contractor to aid in performance of the Work.
- LL. “Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- MM. “Work”** means the provision of the Goods and performance of the Services described in this Participating Addendum.
- NN. “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, research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. For the avoidance of doubt, “Work Product” is not “work for hire”. Work Product does not include any material, Equipment or software 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 term used in this Participating Addendum that is defined in another Exhibit or in the main body of this Participating Addendum shall be construed and interpreted as defined in that portion of this Participating Addendum.

3. TERM

A. Initial Term - Work Commencement

The Parties’ respective performances under this Participating Addendum shall commence on the Effective Date and shall terminate on the date on which the NASPO ValuePoint Master Agreement terminates, unless this Participating Addendum is terminated earlier as

described in this Participating Addendum or the State cancels its participation as described in the Master Agreement (the "Term").

B. Extension of Term

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

4. STATEMENT OF WORK

Contractor shall complete the Work as described in this Participating Addendum and in accordance with the provisions of **Exhibit B, General Work Requirements**, and any Order.

5. PAYMENTS

A. Payments to Contractor

- i. A Purchasing Entity issuing a valid Order shall be bound by the terms and conditions of this Participating Addendum, including, without limitation, the obligation to pay Contractor for Goods and/or Services in accordance with the provisions of this §5, using the methods set forth below.
- ii. The State of Colorado shall not be liable for payment of Orders placed by Purchasing Entities, nor shall the Contractor seek compensation from the State of Colorado for such Orders.

B. Invoicing/Billing

i. Invoices

- a) Contractor shall invoice Purchasing Entities for Goods and/or Services provided to, and accepted by, the Purchasing Entity, at the prices as provided pursuant to the Master Agreement, as amended. A statement showing transactions for a period is not an invoice, though the Contractor may provide such documents as information to the Purchasing Entity on a regular basis or upon the request of a Purchasing Entity. Unless otherwise specified in the Order, Purchasing Entities will pay Contractor based on submission of invoices to the Purchasing Entity that detail the dates, quantity, and description of Goods delivered and/or Services performed, the billing rate, and the Order number. Incorrect payments to Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction from subsequent payments, or other methods of collection of debt, due under Orders or other contracts between the Purchasing Entity and the Contractor.
- b) The Contractor's and Purchasing Entities' rights and obligations shall be governed solely by the terms and conditions of this Participating Addendum, the Master Agreement, and any other ordering documentation mutually agreed to by Contractor and Purchasing Entity, so long as said documentation does not conflict with the terms and conditions of this Participating Addendum and the Master Agreement.

ii. Remittance

Purchasing Entities will remit payments by mail or via State procurement credit cards or as otherwise agreed by Contractor and Purchasing Entity, to the address listed on the Contractor's invoice.

iii. Payment by Purchasing Entities; Interest

a) State Agencies

Contractor shall allow state agencies a minimum of thirty (30) days after receipt of an invoice to pay for products or services provided by Contractor. State law and regulations provide that payments made within forty-five (45) days are not considered delinquent, and unless otherwise agreed, state agencies will pay interest on any unpaid balance beginning on the 46th day at the rate of one (1) percent 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 state agencies separately for accrued interest on delinquent amounts due.

b) Non-State Agencies

For Orders placed by non-state agencies (political subdivisions, non-profit organizations, higher education, or other non-state eligible entities), terms for payment shall be specified in written Orders. Non-state agencies generally remit payment within forty-five (45) days of invoice; however, it is the Contractor's responsibility to confirm all payment terms with each non-state agency at the time an Order is placed.

c) Available Funds - Contingency Termination

- 1) State agencies are prohibited by law from making commitments beyond the term of the Participating State's current fiscal year. Therefore, Contractor's compensation beyond the Participating State's current fiscal year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, §16 hereof. State agencies shall only make payments for Work ordered by a state agency under this Participating Addendum from available state agency contract funds that have been encumbered for that Work, and the state agency's liability for such payments shall be limited to the amount remaining of such encumbered contract funds. If Participating State or federal funds are not appropriated, or otherwise become unavailable to fund any Order placed by a Purchasing Entity under this Participating Addendum, for a subsequent fiscal year the Purchasing Entity may terminate the Order at the end of the then current fiscal year upon notice to the Contractor, in whole or in part, without further liability in accordance with the provisions hereof.
- 2) A non-state agency may have its own fiscal requirements regarding available funds for payment of Orders, which may be agreed upon in writing between the non-state agency and the Contractor.

d) Erroneous Payments

- 1) State agency payments made to the Contractor in error for any reason, including, but not limited to, omission, error, fraud, or defalcation, over payments or improper payments, and unexpended or excess funds received by Contractor, may be recovered from Contractor by deduction (set-off) from subsequent payments, or other methods of collection of debt, under a state agency Order. Such funds shall not be paid to any person or entity other than the applicable state agency.

- 2) Non-state agencies may have their own fiscal requirements regarding erroneous payments, which may be agreed upon in writing between the non-state agency and the Contractor.

C. Administrative Fee Payments

For each State Fiscal Year quarter, the Contractor shall remit to the State an administrative fee equal to 1% of the total spend by all Purchasing Entities under this Participating Addendum during that quarter minus any credits issued as a result of returned Equipment during the quarter in which the Contractor is reporting. The Contractor shall remit all administrative fees to the State's Primary Contact identified in this Participating Addendum, and with the payee as "State of Colorado", within thirty (30) days following the State Fiscal Year quarter to which the administrative fee applies.

6. REPORTING – NOTIFICATION

A. 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 ten (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 described in this Participating Addendum.

B. 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 described in this Participating Addendum, within twenty (20) days of the earlier to occur of Contractor's decision to perform, 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. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Participating Addendum.

7. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall hold and maintain any and all Confidential Information provided to Contractor or made available to Contractor by the State or its Purchasing Entities in confidence for the sole and exclusive benefit of the State or Purchasing Entity that provided such Confidential Information. Contractor shall not, without prior written approval of the State, use for Contractor's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State or any Purchasing Entity, any State Records or Purchasing Entity Records, except as otherwise stated in this Participating Addendum. Any request or demand to Contractor by any third party for the State's Confidential Information shall be immediately forwarded to the State's primary contact described in the Participating Addendum.

B. Confidential Information Indemnification

Disclosure or use of Confidential Information by Contractor in violation of §7.A of this Exhibit A may be cause for legal action by third parties against Contractor, the State,

Purchasing Entities, or their respective agents. Contractor shall indemnify, save, and hold harmless the State, its employees, agents and assignees, and Purchasing Entities against any and all third party claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State or Purchasing Entity in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §7.A of this Exhibit A.

C. Notification

Contractor shall notify its agent, employees, Subcontractors and assigns that may come into contact with State Records or Purchasing Entity Records that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before permitting them to access such State Records or Purchasing Entity Records.

D. Use, Security, and Retention

State Records or Purchasing Entity Records of any kind shall be stored, processed, or transferred only in, or to, facilities located within the United States, and shall not be distributed or sold to any third party, retained in any files or otherwise, or used by Contractor or its agents in any way, except as authorized by this Participating Addendum or approved in writing by the State or the Purchasing Entity, as applicable. Contractor shall provide and maintain a secure environment that ensures confidentiality of all Confidential Information wherever located.

E. Protection

Contractor is responsible for the security of all State Records or Purchasing Entity Records provided to it by the State or a Purchasing Entity. If Contractor provides physical or logical storage, processing or transmission of, or retains, stores, or is given, State Records or Purchasing Entity Records, Contractor shall, and shall cause its Subcontractors to:

- i. Provide physical and logical protection for all related hardware, software, applications, and data that meet or exceed industry standards and requirements as set forth in this Participating Addendum or an Order;
- ii. Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), and annual security testing;
- iii. Comply with State and federal regulations and guidelines related to security, confidentiality, integrity, availability, and auditing;
- iv. Maintain security controls to prevent and detect unauthorized access to computer, programs, software, databases, or other electronic environments; and,
- v. Shall promptly report all breaches to a representative of the Office of Information Security (OIS).

Contractor shall provide the State or a Purchasing Entity with access, subject to Contractor's reasonable access security requirements, 7 days a week, 24 hours a day, for the purpose of inspecting and monitoring access and use of State Records or Purchasing Entity Records, maintaining State or Purchasing Entity systems, and evaluating physical and logical security control effectiveness. State and/or Purchasing Entity shall agree to sign a Non-Disclosure Agreement to access the aforementioned information.

Neither Contractor nor its Subcontractors shall have any rights to use or access any Office of Information Technology (OIT) or other State agency data or information, except with the prior written approval of OIT or the other State agency.

F. Compliance

Contractor shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to C.R.S. §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at <http://oit.state.co.us/ois>, to ensure compliance with the standards and guidelines published therein. Contractor shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

G. Background Checks

Contractor shall perform, and shall cause its Subcontractors to perform, in a form reasonably acceptable to the State or Purchasing Entity, current background checks on all of its respective employees and agents performing Services or having access to State Records or Purchasing Entity Records provided under the Participating Addendum. A background check performed within thirty (30) days prior to the date such employee or agent begins employment with the Contractor shall be deemed to be current.

H. Security Breach Remediation

- i. If Contractor becomes aware of an Incident involving any State Records or Purchasing Entity Records, it shall promptly notify OIS, the State, and the Purchasing Entity and cooperate with the State, OIS, and the Purchasing Entity regarding recovery, remediation, and the necessity to involve law enforcement, if any. Unless Contractor can establish that Contractor and any of its Subcontractors are not the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each Colorado resident and residents of other states whose personal information may have been compromised by the Incident as required by law. Notice shall be made as soon as possible within the legitimate needs of law enforcement and according to the requirements of the State and OIS.
- ii. Contractor shall be responsible for performing an analysis to determine the cause of the Incident, and for producing a remediation plan to reduce the risk of incurring a similar type of breach in the future.
- iii. Contractor shall present such analysis and remediation plan to the State and OIS within ten (10) days of notifying the State, OIS, and the Purchasing Entity of the Incident. The State reserves the right to adjust this plan, in its sole discretion. If Contractor cannot produce the required analysis and plan within the allotted time, the State and/or OIS, in its sole discretion, may elect to perform such analysis, produce a remediation plan, and Contractor shall reimburse the State and/or OIS for the reasonable costs thereof.

I. Rights in Data, Documents, and Computer Software

- i. Except to the extent specifically provided elsewhere in this Participating Addendum, any State Records or Purchasing Entity Records, pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Contractor in the performance of its obligations under this Participating Addendum or any Order, shall be the exclusive property of the State or Purchasing Entity (collectively, "State Materials" or "Purchasing Entity Materials"). All State Materials or Purchasing Entity Materials

shall be delivered to the State or Purchasing Entity by Contractor upon completion of an Order or termination thereof. The State's or Purchasing Entity's exclusive rights in such State Materials or Purchasing Entity Materials shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Contractor shall not use, or willingly allow, cause or permit such State Materials or Purchasing Entity Materials to be used for any purpose other than the performance of Contractor's obligations hereunder without the prior written consent of the State or Purchasing Entity.

- ii. 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 Participating Addendum, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State or Purchasing Entity as set forth in a State or Purchasing Entity approved license agreement: (a) entered into as exhibits to this Participating Addendum, (b) obtained by the State or Purchasing Entity from the applicable third-party vendor, or (c) in the case of open source software, the license terms set forth in the applicable open source license agreement.

J. Delivery and Support

The State or a Purchasing Entity, in its sole discretion, may securely deliver State Records or Purchasing Entity Records directly to the facility where such data is used to perform the Work. State Records or Purchasing Entity Records are not to be maintained or forwarded to or from any other facility or location except for the authorized and approved purposes of backup and disaster recovery purposes.

K. End of Agreement Data Handling

Upon request by the State or Purchasing Entity made before or within ten (10) days following the notification referenced in §7.H (i), Contractor will make available to the State or Purchasing Entity a complete and secure (i.e. encrypted and appropriately authenticated), download file of all data, including, but not limited to, all State Records or Purchasing Entity Records, schema and transformation definitions, and/or delimited text files with documented, detailed schema definitions along with attachments in their native format. The Parties agree that upon termination of the provision of data processing services, the Contractor shall, at the choice of the State or Purchasing Entity, return all State Records or Purchasing Entity Records provided by the State or Purchasing Entity, and any copies thereof to the State or Purchasing Entity, or Contractor shall destroy all such State Records or Purchasing Entity Records and certify to the State or Purchasing Entity that it has done so. If legislation applicable to the Contractor prevents it from returning or destroying all or part of the State Records or Purchasing Entity Records provided by the State or Purchasing Entity to Contractor, Contractor warrants that it will guarantee thereafter the confidentiality of the State Records or Purchasing Entity Records provided by the State or Purchasing Entity to Contractor and will not actively process such data anymore.

L. Disposition of Data

The State and Purchasing Entities retain the right to use the established operational services to access and retrieve State Records or Purchasing Entity Records stored on Contractor's infrastructure at their sole discretion. Contractor and its Subcontractors warrant that upon

request of the State, a Purchasing Entity, and/or OIS, Contractor will make available its data processing facilities for an audit of the measures referred to in §7.E. The State and Purchasing Entities reserve all right, title and interest, including all intellectual property and proprietary rights, in and to system data, State Records or Purchasing Entity Records, and all related data and content.

M. Safeguarding PII Data

If Contractor or any of its Subcontractors will or may receive PII Data under the Participating Addendum or any Order, Contractor shall provide for the security of such PII Data, in a manner acceptable to the State or Purchasing Entity, including, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Contractor shall take full responsibility for the security of all PII Data in its possession or in the possession of its Subcontractors, and shall hold the State and Purchasing Entities harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof.

N. Safeguarding FTI Data

If Contractor or any of its Subcontractors will or may receive FTI Data under the Participating Addendum or any Order, Contractor shall provide for the security of the FTI Data, in a manner acceptable to the State or Purchasing Entity and in accordance with State and federal law. Security safeguards shall include, without limitation, supervision by responsible employees, approval of Subcontractors as required by State or federal law, non-disclosure of information other than as necessary in the performance of Contractor's or its Subcontractor's obligations under the Participating Addendum or any Order, non-disclosure protections, proper accounting and storage of information, civil and criminal penalties for non-compliance as provided by law, certifications and inspections. Contractor shall comply with the requirements of IRS Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies, revised and effective January 1, 2014, found at: <http://www.irs.gov/pub/irs-pdf/p1075.pdf> and incorporated herein by this reference.

O. Safeguarding PCI Data

If Contractor or any of its Subcontractors will or may receive PCI Data under the Participating Addendum or any Order, Contractor shall provide for the security of the PCI Data, in accordance with the latest PCI Data Security Standard (DSS), but no less than DSS 1.1. Security safeguards shall include, without limitation, supervision by responsible employees, approval of Subcontractors as required by State or federal law, non-disclosure of information other than as necessary in the performance of Contractor's or its Subcontractor's obligations under the Participating Addendum or any Order, non-disclosure protections, proper accounting and storage of information, civil and criminal penalties for non-compliance as provided by law, certifications and inspections.

P. Safeguarding CJI Data

If Contractor or any of its Subcontractors will or may receive CJI Data under this Participating Addendum, Contractor shall provide for the security of CJI Data in accordance with the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services (CJIS) Security Policy, Version 5.3, and dated 8/4/2014, found online at:

<http://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center> and incorporated herein by this reference.

Q. Intellectual Property Indemnification

Contractor shall indemnify, hold harmless, and defend, at Contractor's sole expense, the State and Purchasing Entities and their respective employees and agents against any and all loss, cost, expenses or liability, including but not limited to attorneys fees, court costs, and other legal expenses and damages arising out of a claim that any Goods or Services, software, or Work Product provided by Contractor under this Participating Addendum or any Order, or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligation hereunder shall not extend to the combination of the Goods with any other product, system, or method, unless the other product, system, or method is (i) provided by Contractor or Contractor's subsidiaries or affiliates, or (ii) specified by Contractor to work with the Goods, or (iii) reasonably required in order to use the Goods in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function, or (iv) is reasonably expected to be used in combination with the Goods. Notwithstanding the foregoing, Contractor will not be responsible for and shall not indemnify a Purchasing Entity to the extent a Purchasing Entity used the Work Product or a software license in a manner that is not permitted under this Participating Addendum. Contractor shall not be responsible for, and shall not indemnify, defend or hold Purchasing Entity harmless from any claims or suits (including reasonable attorney's fees) against Purchasing Entity by a third party based on Purchasing Entity's use of a release of the Software that is not the most current release made available to Purchasing Entity to the extent that such claim or suit could have been avoided or mitigated by Purchasing Entity's use of such most current release.

R. Transition of Services

Upon expiration or earlier termination of this Participating Addendum or any Services provided hereunder, Contractor shall accomplish a complete transition of the Services from Contractor to the State or Purchasing Entity or any replacement provider designated solely by the State or Purchasing Entity without any interruption of or adverse impact on the Services or any other services provided by third parties hereunder. Contractor shall cooperate fully with the State or Purchasing Entity or such replacement provider, and promptly take all steps required to assist in effecting a complete transition of the Services as designated by the State or Purchasing Entity. All work related to such transfer of Services shall be performed at no additional cost beyond what would be paid for the Services hereunder.

S. License or Use Audit Rights

Contractor shall have the right, at any time during and throughout the term of the Participating Addendum, but not more than once (1) per Fiscal Year to request via written notice ("Audit Request") that the State or Purchasing Entity certify its compliance with any applicable license or use restrictions and limitations ("Audit") contained in this Participating Addendum or any Order. The State or Purchasing Entity shall complete the Audit and provide certification of its compliance to Contractor ("Audit Certification") within one hundred twenty (120) days following the State or Purchasing Entity's receipt of the Audit Request. If upon receipt of the State's or Purchasing Entity's Audit certification, the Parties reasonably determine: (i) the State's or Purchasing Entity'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 Participating Addendum or any Order ("Overuse") and (ii) that the State or Purchasing Entity would have been or is then required

to purchase additional maintenance and/or Services (“Maintenance”), Contractor shall provide written notice to the State or Purchasing Entity identifying any Overuse or required Maintenance and request that the State or Purchasing Entity brings its use into compliance with such use restrictions and limitations. Notwithstanding anything to the contrary in this Participating Addendum or any Order, or incorporated as a part of Contractor’s or any Subcontractor’s website, click-through or online agreements, third-party agreements, or any other documents or agreements between the Parties, the State or Purchasing Entity shall not be liable for the costs associated with any Overuse or Maintenance, regardless of whether the State or Purchasing Entity may have been notified in advance of such costs.

8. 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 Work. 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 a Purchasing Entity, 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 or any Order.

B. Apparent Conflicts of Interest

Contractor acknowledges that with respect to this Participating Addendum, even the appearance of a conflict of interest will 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 the 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 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 in regard to the apparent conflict constitutes a breach of this Participating Addendum.

9. BREACH

A. Defined

In addition to any breaches specified in other sections of this Participating Addendum and the Master Agreement, the failure of the Contractor, the State or a Purchasing Entity to perform any of their material obligations hereunder, or in a timely or satisfactory manner, constitutes a breach. 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.

B. Notice and Cure Period

In the event of a breach, the aggrieved party shall give written notice of breach to the other Party’s primary contact described in this Participating Addendum. If the notified Party does

not cure the breach within thirty (30) days after receipt of written notice, or, if a cure cannot be completed within thirty (30) days but cure of the breach has not begun within thirty (30) days and has not been pursued with due diligence, the State may exercise any of the remedies set forth in §10 of this Exhibit A. Notwithstanding any provision of this Participating Addendum to the contrary, the State, in its discretion, 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 the Participating Addendum in order to protect the public interest of the State.

10. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Participating Addendum, the State, following the notice and cure period set forth in §9.B of this Exhibit A, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Participating Addendum and any remedies available by law or equity. The State and any Purchasing Entity may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Participating Addendum and any Order placed hereunder in which the Goods or Services have not yet been delivered. Contractor shall continue performance of this Participating Addendum to the extent not terminated, if applicable.

a. Obligations and Rights

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 individual 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. At the request of the State or any Purchasing Entity, Contractor shall assign to the Purchasing Entity all of Contractor's rights, title, and interest in the Work Product created pursuant to any Terminated Orders as of the effective date of their termination. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the 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 also deliver all completed Work Product to the Purchasing Entity at the State or Purchasing Entity's request.

b. Payments

Purchasing Entities shall reimburse Contractor only for accepted Goods and Services received as of the date of termination. If, after termination of an Order by Purchasing Entities, it is determined 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 the same as if this Participating Addendum had been terminated in the public interest, as described in §10(A)(ii) below.

c. Damages and Withholding

Notwithstanding any other remedial action by the State or a Purchasing Entity, Contractor shall remain liable to the Purchasing Entity for any damages sustained by the Purchasing Entity in connection with any breach by Contractor, and Purchasing Entity may withhold payment to Contractor for the purpose of mitigating the Purchasing Entity's damages. A Purchasing Entity may withhold any amount that may be due Contractor as the Purchasing Entity deems necessary 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.

ii. Early Termination in the Public Interest

The State is entering into this Participating Addendum for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Participating Addendum ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Participating Addendum, in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's or any Purchasing Entity's obligations hereunder. This subsection shall not apply to a termination of this Participating Addendum by the State for cause or breach by Contractor, which shall be governed by §10.A or as otherwise specifically provided herein. In the event of termination of the Participating Addendum, all underlying leases, rentals, maintenance and license/subscription agreements to this 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.

a. 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.

b. Obligations and Rights

Upon receipt of a termination notice, Contractor shall be subject to, and comply with, the same obligations and rights set forth in §10(A)(i).

iii. Remedies Not Involving Termination

The State, in its discretion, may exercise the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of this Participating Addendum, 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 the State and Purchasing Entities shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Removal

Demand immediate removal from Work under this Participating Addendum of any of Contractor's employees, agents, or Subcontractors 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.

c. Intellectual Property

In the event that any Work infringes a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, at the State or Purchasing Entity's option (i) secure that right for the Purchasing Entity; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the value of such Work to the Purchasing Entity.

B. Contractor's Remedies

If the State is in breach of any provision of this Participating Addendum, Contractor, following the notice and cure period set forth in §9.B of this Exhibit A and the dispute resolution process in §11 of this Exhibit A shall have all remedies available to it at law and equity.

C. Purchasing Entity's Remedies

If Contractor is in breach under any provision of an Order by a Purchasing Entity, following the notice and cure period set forth in §9.B of this Exhibit A, the Purchasing Entity shall have all of the remedies listed in that Order, in addition to 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.

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.

11. DISPUTE RESOLUTION

A. 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 representatives shall be referred in writing to a senior departmental management staff member designated by the State and a Key Personnel as designated by Contractor, for resolution.

B. Resolution of Controversies arising under this Participating Addendum

If the initial resolution described in §11.A of this Exhibit A fails to resolve the dispute within ten (10) Business Days, Contractor shall submit any alleged breach of this Participating Addendum by the State to the Procurement Official of the State Purchasing and Contracts Office, Department of Personnel and Administration, as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that 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 & 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.

C. Resolution of Controversies arising under an Order

Any dispute between Contractor and a Purchasing Entity concerning the performance of an Order shall be resolved under the dispute resolution processes as described in the applicable Order. If the Order does not describe a dispute resolution process, the dispute shall be resolved under the Purchasing Entity's dispute resolution statutes, policies, or other applicable regulations.

12. INSURANCE

Contractor and its Subcontractors shall obtain and maintain insurance as specified in this §12 at all times during the term of this Participating Addendum. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Contractor and the State.

A. Contractor

i. Public Entities

- a. If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S as amended (the "GIA"), then Contractor shall maintain at all times during the term of this Addendum such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.
- b. Contractor shall show proof of such insurance satisfactory to the State, if requested by the State. Contractor shall require each contract with a Subcontractor that is a public entity, to include the insurance requirements necessary to meet such Subcontractor's liabilities under the GIA.

ii. Non-Public Entities

If Contractor is not a "public entity" within the meaning of the GIA, Contractor shall obtain and maintain during the term of this Addendum insurance coverage and policies meeting the same requirements set forth in §12.B with respect to Subcontractors that are not "public entities".

B. Contractors – Subcontractors

Contractor shall require each contract with Subcontractors providing Goods or Services in connection with this Addendum, other than those that are public entities, to include insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Contractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$2,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Subcontractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Contractor a certificate or other document satisfactory to Contractor showing compliance with this provision.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Cyber Privacy Insurance

Contractor agrees to maintain Cyber Privacy Insurance for claims and losses with respect to network, internet (cloud) or other data disclosure risks (such as data breaches, releases of Confidential Information, unauthorized access/use of information, and identity theft) with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

v. Professional Liability

Contractor agrees to maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, written on an occurrence form that provides coverage for its Work undertaken pursuant to this Participating Addendum. If a policy written on an occurrence form is not commercially available, a claims-made policy shall remain in effect for the term of the Contract and for at least two (2) years beyond the completion and acceptance of the Work under this Participating Addendum, or, alternatively, a two (2) year extended reporting period must be purchased.

vi. Additional Insured

The Participating State shall be named as additional insured on all Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of Contractor and any Subcontractors hereunder.

vii. Primacy of Coverage

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

viii. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least thirty (30) days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §5 of the Participating Addendum within seven days of Contractor's receipt of such notice.

ix. Subrogation Waiver

All insurance policies in any way related to this Participating Addendum and secured and maintained by Contractor or its Subcontractors as required herein 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.

C. Certificates

Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the State within seven (7) days of the Effective Date of this Participating Addendum. No later than five (5) calendar days after renewal of any such coverage, Contractor and each Subcontractor shall deliver to the State, certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Participating Addendum, Contractor and each Subcontractor shall, within ten (10) days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §12.

13. RIGHTS IN WORK PRODUCT

Unless otherwise modified by another Exhibit or Attachment to this Participating Addendum, the Purchasing Entity shall have all rights to title and ownership granted to it by the Master Agreement.

14. 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.

15. GENERAL PROVISIONS

A. Binding Effect

All provisions of this Participating Addendum, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

B. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract 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.

C. 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 one and the same agreement.

D. Jurisdiction and Venue

All suits or actions related to this Participating Addendum shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

E. Modification

Except as otherwise provided in this Participating Addendum, any modification to this Participating Addendum shall only be effective if agreed to 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 amendments, shall conform to the policies promulgated by the Colorado State Controller.

F. 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, provided that the Parties can continue to perform their obligations under this Participating Addendum in accordance with the intent of the Participating Addendum.

G. 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.

H. Survival of Certain Participating Addendum Terms

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

I. 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 C.R.S. §§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. Some Purchasing Entities may be subject to taxes for Orders, but in no event shall the State have liability to the Contractor for any such taxes.

J. Third Party Beneficiaries

Except for the Parties' respective successors and assigns permitted under this Participating Addendum, this Participating Addendum does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties, except for rights explicitly provided for Purchasing Entities or rights contained in an Order. Enforcement of this Participating Addendum and all rights and obligations hereunder are reserved solely to the Parties, except for rights explicitly provided for Purchasing Entities or rights contained in an Order. Any Services or benefits which third parties receive as a result of this Participating Addendum are incidental to the Participating Addendum, and do not create

any rights for such third parties, except for rights explicitly provided for Purchasing Entities or rights contained in an Order.

K. 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.

L. CORA Disclosure

To the extent not prohibited by federal law, this Participating Addendum and the performance measures and standards required under §24-103.5-101, C.R.S., if any, are subject to public release through the CORA.

M. 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.

N. Additional Insured

The Contractor shall ensure that the State is added as an additional insured for all insurance required under the Master Agreement.

16. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-1)

Notwithstanding anything to the contrary in this Participating Addendum, these special provisions, in the event of a conflict, shall supersede and control over all terms of the Master Agreement and all other terms of this Participating Addendum.

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

This Participating Addendum shall not be valid until it has been approved by the Colorado State Controller or designee.

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

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

C. GOVERNMENTAL IMMUNITY

No term or condition of this Participating Addendum shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S., or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b).

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 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. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes, income taxes

and local head taxes incurred pursuant to this Participating Addendum. 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 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 strictly 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

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Participating Addendum. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Participating Addendum, to the extent capable of execution.

G. BINDING ARBITRATION PROHIBITED

The State does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Participating Addendum or incorporated herein by reference shall be null and void.

H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00

State or other public funds payable under this Participating Addendum 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 Participating Addendum 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 Participating Addendum, including, without limitation, immediate termination of this Participating Addendum 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 Participating Addendum. 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. §§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.

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 Participating Addendum and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Participating Addendum, through participation in the E-Verify Program established under Pub. L. 104-208 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 Participating Addendum 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 Participating Addendum. Contractor (i) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Participating Addendum is being performed, (ii) shall notify the Subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Participating Addendum, (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 State 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 State 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 Participating Addendum 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 18 years of age or older, hereby swears and affirms under penalty of perjury that he or she (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.

PARTICIPATING ADDENDUM EXHIBIT B, GENERAL WORK REQUIREMENTS

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:
 - a)** 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.
 - b)** 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.
 - c)** Oversee all other personnel and ensure proper staffing levels throughout the term of the Participating Addendum.
 - d)** Ensure the completeness and accuracy of the Quarterly Volume Reports described in this **Exhibit B**.
 - e)** Ensure the final submission of the Quarterly Volume Reports described in this **Exhibit B** by the appropriate due date for that report.

2. ORDERING AND ORDER FULFILLMENT

2.1. Ordering

- a)** 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.
- b)** 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.
- c)** Contractor shall have the capability to accept procurement credit cards.
- d)** Contractor shall communicate directly with each Purchasing Entity related to that Purchasing Entity's Orders.
- e)** 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.
- f)** 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.

- g) 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.
- h) 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.
- i) 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.

2.2. Equipment Leasing, Cancellable Rentals and Postage Meter Rentals

a) Overview

1. A Purchasing Entity may lease or rent Equipment pursuant to the terms and conditions identified herein, and in **Exhibit D, and/or E**.
2. A Purchasing Entity may only rent postage meters, pursuant to the terms and conditions identified herein, and in **Attachment 1**.
3. In the event that the term of a Lease Agreement, Cancellable Rental Agreement or Postage Meter Rental Agreement extends beyond the term of the Participating Addendum, the terms and conditions of the Participating Addendum shall continue to apply.
4. A Lease Agreement or Cancellable Rental or 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.
5. All Lease and Rental Payments shall be billed on a quarterly basis during the Initial Lease and/or Rental Term.
6. All Renewal Lease and Rental Payments shall be billed on a monthly basis, during the Renewal Lease and/or Rental Term.
7. A Lease or Rental Agreement shall not be subject to automatic renewals.
8. At the end of the Initial Lease and/or Rental Term, or the Renewal Lease and/or Rental Term, all Equipment shall be returned to Contractor, at Purchasing Entity's sole expense.
9. The total lease or rental term, including any renewals, shall not exceed sixty (60) months.

b) Leasing and Rental Options

1. StraightLease

- i. A Purchasing Entity shall have the option to enter into an initial 36, 48, or 60 month term, based upon the lease rates in the NASPO ValuePoint Master Agreement, as modified.
- ii. A Purchasing Entity shall have the option to renew the lease on a monthly basis after the Initial Lease Term, or they may choose to return the Equipment to the Contractor.
- iii. Except in the case of Non-appropriation of funds, Straight 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.

2. Cancellable Rental Agreement

- i. A Purchasing Entity shall have the option to enter into an initial 36, 48 or 60 month term, based upon the rental rates in the NASPO ValuePoint Master Agreement, as modified.
- ii. A Purchasing Entity shall have the option to cancel the rental at anytime throughout the term of the agreement, by providing the Contractor with a thirty (30) day prior written notice.
- iii. A Purchasing Entity shall have the option to renew the rental on a monthly basis after the initial Rental Term, or they may choose to return the Equipment to the Contractor.
- iv. Except in the case of Non-appropriation of funds, Cancellable Rentals shall be subject to an early termination charge of three (3) months worth of Rental Payments.
- v. The Postage Meter Rental portion of the Rental Payment shall not be included in the early termination charge.

3. Postage Meter Rentals

- i. A Purchasing Entity shall have the option to enter into a 12, 24, 36, 48 or 60 month rental term.
- ii. A Purchasing Entity shall have the option to renew the rental on a monthly basis after the initial Rental Term, or they may choose to return the Equipment to the Contractor.
- iii. A Purchasing Entity shall have the option to cancel the rental at anytime throughout the term of the agreement, by providing the Contractor with a thirty (30) day prior written notice.
- iv. Postage Meter Rentals shall not be subject to an early termination charge.

c) Leasing and Rental Terms and Conditions

1. Possession and Return of Lease and Rental Equipment

- i. The Purchasing Entity shall have possession of the equipment for the term set forth in **Exhibit D, and/or E**, unless the applicable Order is terminated early.
 - ii. Prior to the end of the Initial Lease and/or Rental Term, the Purchasing Entity shall provide the Contractor with a 30 day written notice, indicating whether they want to return the Equipment at the end of the term, or continue to lease or rent the Equipment on a monthly basis. 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 at the end of the initial term.
 - iii. If the Purchasing Entity has renewed their Lease and/or 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 and/or Rental Term, or the Renewal Lease and/or Rental 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 delivery is accepted by the Purchasing Entity as set forth in the Master Agreement.
 - vii. The term for a lease or rental Order shall commence upon acceptance of the Equipment as stated in **§2.4** of this **Exhibit B**.
 - viii. The return of lease or rental Equipment shall be subject to any applicable data handling and disposition obligations under the NASPO ValuePoint Master Agreement and this Participating Addendum.
2. **Warranty and Maintenance of Equipment.** All Services performed under the Lease or Rental Agreement shall be of workmanlike 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 the Master Agreement # ADSPO16-169897, 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 the Lease or Rental Term as long as the Purchasing Entity (i) has entered into an ongoing maintenance agreement as part of the lease or rental or (ii) has purchased an annual maintenance agreement as part of a purchase.
3. **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 a Straight Lease Agreement.

4. **Equipment Upgrade or Downgrade.** A Purchasing Entity may do an Equipment Upgrade or Downgrade on a Straight Lease at anytime throughout the term of the Lease Agreement. The Purchasing Entity and the Contractor shall negotiate the price of the Equipment Upgrade or Downgrade.
5. **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 Straight Lease 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.
6. **Pricing.** Service and supply 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 Goods and Performance of Services

- a) Contractor shall provide all Goods and perform all Services described in each Order, and per the terms and conditions of the Master Agreement and this Participating Addendum.
- b) Unless specifically agreed to otherwise in an Order, Contractor shall deliver all Goods under an Order in good, working and undamaged condition. All Goods shall be free on board ("F.O.B.") destination to the location specified in the Order.
- c) 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.
- d) 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. Excess installation time shall be at the discretion of the Purchasing Entity.
- e) 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.
- f) If a Good in an Order is out of stock, Contractor may only provide a substitute Good if it has notified the Purchasing Entity for that Order, in writing, that the Good is out of stock and has received the Purchasing Entity's approval to provide the substitute Good. Purchasing Entities may request additional information comparing the substitute Good with the original Good in the Purchasing Entity's sole discretion.

2.4. Inspection and Acceptance

- a) Goods delivered to a Purchasing Entity under an Order shall not be deemed accepted prior to that Purchasing Entity inspecting the Goods in accordance with the Order and accepting those Goods in accordance with the terms and conditions set forth in the Master Agreement.
- b) A Purchasing Entity shall be deemed to have accepted any Goods to which it doesn't indicate non-conformity within sixty (60) days of delivery of said Goods.
- c) 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 the Master Agreement.

2.5. Ordering Support

- a) 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.
- b) 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 and resolve problems received by Contractor.
- c) 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.
- d) 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.
- e) Contractor shall provide all training to Purchasing Entities necessary for those Purchasing Entities to place Orders and properly use the Goods and Services.
- f) 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.
- g) 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.
- h) 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

- a) 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.
- b) 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 chose to rescind its submission for review and approval.
- c) Contractor shall not distribute any marketing materials to any Purchasing Entity prior to receiving the State's approval of those Marketing Materials.
- d) 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.

2.7. Additional Terms

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 receipt of Goods or completion of Services and shall not make any term of that form enforceable.

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

- a) 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.
- b) 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.
- c) 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.
- d) 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.

- e) 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

- a) Upon delivery and installation of specified equipment, the Contractor shall provide training to personnel designated by the Purchasing Entity.
- b) Operational training must be provided to the designated personnel until the personnel are able to operate the equipment independently.
- c) The amount of training is determined by the complexity of the equipment.
- d) Installed product and system training shall be included in the price.
- e) All training will be performed at the Purchasing Entity's specified location, via remote or electronic delivery.
- f) Site required training will be at no additional charge if the equipment is either under warranty or under an active maintenance plan.
- g) Contractor shall provide additional training at the Purchasing Entity's request, throughout the life of the equipment.
- h) Upon the mutual agreement of Contractor and Purchasing Entity, additional training outside of initial installation will be at the Purchasing Entity's expense. Contractor will be responsible for the cost of all travel, lodging and food; no charges will be passed on to 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, leased or rented.

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 as set forth in **Attachment 1, Pitney Bowes Postage Meter Rental Terms**.

7. EQUIPMENT MAINTENANCE AGREEMENTS

- 7.1. **Overview**
 - a) Contractor shall offer a full service maintenance agreement, which includes, but is not limited to, all parts, labor and time, and Preventative Maintenance.
 - b) 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.
 - c) Contractor shall provide technical support throughout the duration of the maintenance agreement.
 - d) 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.
 - e) Maintenance shall be available from Contractor for five (5) years beyond the equipment purchase date, and ten (10) years beyond the purchase date of Legacy equipment.
 - f) All leased and rented equipment shall come with a full service maintenance agreement.

- g) Consumable Supplies shall be billed separately from maintenance payments.

7.2. Coverage Exclusions

- a) De-installation or equipment moves.
- b) Maintenance or repairs due to Purchasing Entity's failure to maintain or use the equipment according to Contractor specifications.
- c) 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.
- d) Maintenance repairs due to Purchasing Entity negligence, accidents, or relocation of products.
- e) Maintenance or repairs due to Purchasing Entity or third-party performing unauthorized maintenance on equipment.
- f) Maintenance or repairs due to Purchasing Entity exceeding published performance specifications or recommended monthly volume limits for the equipment.
- g) Maintenance or repairs due to Purchasing Entity's use of parts, consumables, or other supplies that do not comply with Contractor's specifications.

7.3. Purchased Equipment

- a) The initial term of the maintenance agreement shall be for one (1) year.
- b) 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 Straight Lease 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 time frame, 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.

10. REPLACEMENT OF UNSATISFACTORY EQUIPMENT

- 10.1. Contractor shall grant a credit for any equipment which fails to perform at the effectiveness level defined in §9.1 of this Exhibit B.
- 10.2. The credit shall be equivalent to the percentage of down time experienced within that month.
- 10.3. 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.
- 10.4. During the warranty period, unsatisfactory equipment performance will require an even exchange of equipment of equal or greater performance at no additional cost.
- 10.5. After the warranty period, the credit value shall be the amount paid at the time of purchase.
- 10.6. 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.

11. SUPPLIES RETURN POLICY

- 11.1. Contractor shall reimburse Purchasing Entity for the price paid for products (excluding ink and toner) received back in resalable condition (unused/unopened) within ninety (90) days of the purchase date.
- 11.2. 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.
- 11.3. 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.

12. VOLUME AND OPERATIONAL REPORTING

12.1. Volume Reporting Information

The State will use a centralized method of tracking volume. 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:

- a) A Quarterly Volume Report, using the format as specified by the State, for each State Fiscal Year Quarter that contains, at a minimum, all of the following:
 - 1. The total spent by each type of Purchasing Entity under this Participating Addendum.
 - 2. The total of the list price of all items purchased by each type of Purchasing Entity under this Participating Addendum.
 - 3. The total estimated price savings for each type of Purchasing Entity under this Participating Addendum, calculated as the total list price minus the total spent for that Purchasing Entity.
 - 4. The total paid through the use of a procurement card or credit card for each Purchasing Entity under this Participating Addendum.
 - 5. 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.
 - 6. The amount of the Administrative Fee due to the State.
 - 7. Any additional summary information as requested by the State.
- b) 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:
 - 1. The name of the Purchasing Entity who the sale was made to.
 - 2. The date of the sale.
 - 3. 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, and the extended price for the item.
 - 4. Any other detail information as requested by the State.

12.2. Volume Reporting Submission

- a) Contractor shall deliver the Quarterly Volume Report and the detail report to the State on a quarterly basis.
- b) The Quarterly Volume Report shall be due within thirty (30) calendar days following the end of the State Fiscal Year quarter that the report covers.
- c) If any due date for a Quarterly Volume Report falls on a day that is not a Business Day, then the due date shall be automatically extended to the next Business Day, unless otherwise directed by the State.
- d) All data and information contained in a Quarterly Volume Report shall be the property of the State and shall not be considered proprietary.

12.3. Additional Operational Reporting

- a) Upon request by the State, the Contractor shall develop and deliver to the State Ad-Hoc Operational Reports that include all detailed and summary transaction, historical or payment information related to the State or any of the Purchasing Entities as requested by the State.
- b) The Ad-Hoc Operational Report shall be due within ten (10) Business Days following the State's request for that information, unless the State agrees to a longer period of time in writing.

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 B 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:
 - a) Notify any Subcontractors of the termination of the Participating Addendum, as directed by the State.
 - b) 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.
 - c) 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

- a) The State may publish any pricing information under this Participating Addendum, including, without limitation, the pricing shown in **Exhibit C**, 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.
- b) 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.

15.2. Ceiling Prices

- a) The prices listed in **Exhibit C** 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.
- b) Contractor shall not allow a Subcontractor to charge an amount greater than the Ceiling Price for any Order.

PARTICIPATING ADDENDUM EXHIBIT C, PRODUCTS AND PRICE LIST

A. Contractor has been awarded, and shall provide the following products and services:

1) Postage Meter Rental (includes Legacy Postage Meters)

- Display that provides date, piece-count, postage used, and postage unused.
- Refillable by phone and/or electronically via a master account or paid by P-Card.
- Imprint postage from \$0.01 to \$99.99.
- No administrative fees for postage meter refills.
- Rental renewal available annually.
- No automatic renewals shall be allowed.
- No penalties for early rental termination.

2) Mailing Systems – Ultra Low Volume

- Digital or IBI (Information Based Indicia) Operation to conform to all USPS® requirements.
- Manual Feed.
- Meter, dates envelopes.
- Handles mail envelopes from 3½” x 5” to 12” x 15”.
- Interfaces with postage scales.
- Includes locking key or security feature.
- Imprints postage from \$0.01 to \$99.99.
- Replaceable ink cartridge.
- Wet or dry tape system for oversize packages.

3) Mailing Systems – Low Volume

- Digital or IBI (Information Based Indicia) Operation to conform to all USPS® requirements.
- Minimum feed speed of 30 pieces/minute.
- Meter, dates, and seals envelopes.
- Handles standard mail envelopes from 3½” x 5” to 12” x 15”.
- Interfaces with postage scales.
- Includes locking key or security feature.
- Imprints postage from \$0.01 to \$99.99.
- Replaceable ink cartridge.
- Wet or dry tape system for oversize packages.

4) Mailing Systems – Medium Volume

- Digital or IBI (Information Based Indicia) Operation to conform to USPS® requirements.
- Minimum feed speed of 45 pieces/minute.
- Meter, dates, and seal envelopes.

- Handles letter mail and large envelopes up to 3/8" thick and 7-1/2" wide.
- Interfaces with postage scales up to 100 lbs.
- Includes tape dispenser for parcel.
- Imprints postage from \$0.01 to \$99.99.
- Includes locking key or security feature.
- Replaceable ink cartridge.
- Includes water reservoir with water level indicator.
- Sealed and non-sealed modes.

5) Mailing Systems – High Volume

- Digital or IBI (Information Based Indicia) Operation to conform to USPS® requirements.
- Minimum feed speed of 200 pieces/minute.
- Meter, dates, and seal envelopes.
- Handles letter mail and large envelopes from 3"x 5" to 13" x 13".
- Interfaces with postage scales up to 100lbs.
- Includes Tape Dispenser for parcel.
- Imprints postage from \$0.01 to \$99.99.
- Includes locking key or security feature.
- Replaceable ink cartridge.
- Includes water reservoir with water level indicator.
- Sealed and non-sealed modes.

6) Mailing Systems – Production

- Digital or IBI Operation to conform to USPS® requirements.
- Minimum feed speed of 300+ pieces/minute.
- Meter, dates, and seal envelopes.
- Handles letter mail and large envelopes from 3"x 5" to 13" x 13".
- Interfaces with postage scales up to 100 lbs.
- Includes Tape Dispenser for parcel.
- Imprints postage from \$0.01 to \$99.99.
- Includes locking key or security feature.
- Replaceable ink cartridge.
- Includes water reservoir with water level indicator.
- Sealed and non-sealed modes.

7) Integrated Postal Scales

- Can interface with Postage Meter.
- Includes variety of rates including: Standard, First Class, Priority Mail, Certified Mail, Return Receipt Registered, C.O.D., Insured, Registered, Bulk Rates, etc.

- Includes keyboard graphics, operator prompts and menu selections.
 - Special Carrier Rates.
 - Capable of weighing to a 32nd of an oz., displaying in increments of 0.5 oz.
 - Electronically set postage meter by the touch of one button.
 - Includes postal rate changes at no additional cost.
- 8) **Letter Openers – Low Volume**
- Includes Feeder and Stacker, Variable Trim Control.
 - Processing speed up to 10,000 pieces per hour Minimum.
 - Self-Sharpening trim blade adjusts to allow for narrow or wide cut.
 - Includes Tray that collects 80 #10 opened envelopes and trimmings.
- 9) **Letter Openers – High Volume**
- Includes Feeder and Stacker, Variable Trim Control.
 - Processing speed over 20,000 pieces per hour Minimum.
 - Self-Sharpening trim blade adjusts to allow for narrow or wide cut.
 - Includes Tray that collects 150 opened envelopes and trimmings.
- 10) **Letter Folders – Low Volume**
- Automatic.
 - Folds up to 10,000 sheets per hour minimum.
 - Completes Standard or Custom folds.
 - Handles at a minimum, paper from 3-1/8" x 4" x 9-1/2" x 14".
- 11) **Letter Folders – High Volume**
- Automatic.
 - Folds more than 20,000 sheets per hour minimum.
 - Completes Standard or Custom folds.
 - Handles at a minimum paper from 3-1/8" x 4" x 12" x 18".
 - Able to process Multiple Folds.
- 12) **Inserters – Production**
- Processes up to 5,500 sheets per hour minimum.
 - Feeds, collates, folds, and, inserts material into envelopes.
 - Jobs can be pre-programmed.
- 13) **Folder-Inserters – Low Volume**
- Automatic.
 - Completes Standard or Custom folds.
 - Handles paper from 3-1/8" x 4" x 9-1/2" x 14".
 - Processes up to 1,500 sheets per hour minimum.

- Feeds, collates, folds, and, inserts material into envelopes.
 - Jobs can be pre-programmed.
- 14) Folder-Inserters – Medium Volume**
- Automatic.
 - Completes Standard or Custom folds.
 - Handles paper from 3-1/8" x 4" x 9-1/2" x 14".
 - Processes up from 1501 – 4,999 sheets per hour minimum.
 - Feeds, collates, folds, and, inserts material into envelopes.
 - Jobs can be pre-programmed.
- 15) Folder-Inserters – High Volume**
- Automatic.
 - Completes Standard or Custom folds.
 - Handles paper from 3-1/8" x 4" x 9-1/2" x 14".
 - Processes up to 5,000 – 9,999 sheets per hour minimum.
 - Feeds, collates, folds, and, inserts material into envelopes.
 - Jobs can be pre-programmed.
- 16) Folder-Inserters – Production**
- Automatic.
 - Completes Standard or Custom folds.
 - Handles paper from 3-1/8" x 4" x 9-1/2" x 14".
 - Processes over 10,000 sheets per hour minimum.
 - Feeds, collates, folds, and, inserts material into envelopes.
 - Jobs can be pre-programmed.
- 17) Envelope Addressing System – Ink Jet Low Volume**
- Label Speed: up to 2,500 # 10 envelopes per hour.
 - Applies address information directly to envelopes.
 - Adjustable printing positioning from side-to-side and top-to-bottom of document.
 - Adjustable print resolution.
 - Scalable fonts.
 - Interface with Windows based software.
 - Includes digital counter.
- 18) Envelope Addressing System – Ink Jet Medium Volume**
- Label Speed: up to 5,000 # 10 envelopes per hour.
 - Applies address information directly to envelopes.
 - Adjustable printing positioning from side-to-side and top-to-bottom of document.
 - Adjustable print resolution.

- Scalable fonts.
- Interface with Windows based software.
- Includes digital counter.

19) Envelope Addressing System – Ink Jet High Volume

- Label Speed: up to 24,999 # 10 envelopes per hour.
- Applies address information directly to envelopes.
- Adjustable printing positioning from side-to-side and top-to-bottom of document.
- Adjustable print resolution.
- Multiple print heads.
- Movable print heads.
- Print USPS Bar Codes.
- Scalable fonts.
- Interface with Windows based software.
- Includes digital counter.

20) Tabbers – High Volume

- Complies with all USPS® regulations.
- Single-tab speeds greater than 22,001/Hr. – 50,000/Hr.
- Multiple tabbing options (paper, clear translucent with or without perforation etc.).
- Easy Programming and Set up.
- Accepts various types and sizes of media.

21) Pre-sorting Equipment – Production

- Minimum monthly volume of 100,000.
- Ability to sort various sizes of envelopes, flats and packages.
- Multiple Stations.
- Various rates of speed.
- Ability to process the entire range of USPS.

22) Software, License and Subscription

- 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.
- All software is specifically utilized only for mailing equipment operations.
- Includes licensing, software maintenance, technical support, and updates.
- All installations performed by Contractor.
- Updates performed by Contractor or Purchasing Entity.

23) Software Consulting Services

- Consulting services for mailing solutions that may require custom design, programming, testing and implementation as outlined in a statement of work.

24) Software Integration

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

25) Supplies/Consumables

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

26) Design Services – Production Equipment Only

- Billable only for Production equipment.
- Total hours/days with total fee will be agreed to in writing by Contractor and Purchasing Entity before any work shall begin.
- All other Design work is included in the price of the mailing equipment.

27) Assembly/Installation – Production Equipment Only

- Billable only for Production equipment.
- Total hours/days with total fee will be agreed to in writing by Contractor and Purchasing Entity before any work shall begin.
- All other Installation work is included in the price of the mailing equipment.

28) Equipment Relocation Services

- Equipment Relocation Services include dismantling, packing, transporting and re-installing equipment at the Purchasing Entity's request.
- No additional charges shall be incurred for fuel or tolls.
- 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.

B. The Pitney Bowes Products and Price List is located on the dedicated State website, and is incorporated into this Participating Addendum by reference. Changes in product and pricing must be approved by the Lead State and shall be effective when published on the dedicated State website.

Your Payment Plan

1. Initial Term:		Initial Payment Amount:
Number of Months	Monthly Amount	Billed Quarterly at*

Tax Exempt Certificate Attached
 Tax Exempt Certificate Not Required

Purchase Power[®] transaction fees included
 Purchase Power[®] transaction fees extra

*Does not include any applicable sales, use, or property taxes which will be billed separately.

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at www.pb.com/states and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

Lessee Signature

Pitney Bowes Signature

Print Name

Print Name

Title

Title

Date

Date

Email Address

Sales Information

Account Rep Name

Email Address

COLORADO NASPO VALUEPOINT CANCELLABLE RENTAL TERMS AND CONDITIONS:

Pitney Bowes Global Financial Services LLC will serve as a sub-contractor under ADSPO16-169897 and will be the Lessor under this Cancellable Rental Terms and Conditions Agreement. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI). Due to federal regulations, only PBI can own a Meter. This Agreement cannot be used for Production Equipment Categories (Production Ink Jet Envelope Addressing System, Production Tabbers, Inserter Production, Production Folder-Inserter, Pre-Sorting Equipment) awarded under ADSPO16-00006328- to Pitney Bowes Inc.

The Pricing Plan for the Colorado NASPO ValuePoint Cancellable Rental Terms and Conditions is as follows:

Monthly Rate Factors:

Term:	Lease Rate:
36	.0377
48	.0309
60	.0270

Total Value of the Order multiplied by the applicable Monthly Rate Factor = Monthly Equipment Payment, plus applicable monthly meter rental and value based service fees, plus the monthly cost of service maintenance for years 2 thru end of initial term, plus any applicable taxes, multiplied by three (3) months = equals the Quarterly Payment.

For further clarification, a 36 month rental based on a \$10,000 equipment order would equal a \$377.00 monthly equipment payment multiplied by 3 months equaling a \$1,131 quarterly rental payment. Applicable quarterly cost of service maintenance for years 2 thru end of initial term, quarterly meter rental and value based services fees, plus any taxes, if applicable, would be added to the Quarterly payment.

L1. DEFINITIONS

L1. DEFINITIONS

L1.1 The following terms mean:

Agreement - the Order, your State's Participating Addendum, the NASPO ValuePoint Master Agreement ADSPO16-169897, these terms and conditions, and any attached exhibits.

Bank - The Pitney Bowes Bank, Inc.

Consumable Supplies - ink, ink rollers, printheads, toner and drum cartridges, ribbons and similar items. Product-specific consumable supplies are identified in the product operator guide.

Covered Equipment - the equipment rented or sold to you from PBGFS or PBI that is covered by the SLA as stated on the Order. Covered Equipment does not include any Meter, or any standalone software, and SendKit equipment.

Delivery Date - the date the Equipment or other item is delivered to your location.

Effective Date - the date the Order is received by us.

Equipment - the equipment listed on the Order, excluding any Meter, and any standalone software and SendKit equipment.

Initial Term - the rental period listed on the Order.

Install Date - the date the Equipment or other item is installed at your location.

Meter - any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+™ or SendPro™ P or C series mailing system, the postal security device, the application platform, the system controller and the print engine and (ii) in the case of all other mailing systems, the postal security device, the user interface or keyboard and display and the print engine.

Rental - the Order and this NASPO ValuePoint Cancellable Rental Terms and Conditions.

Maintenance Service - the maintenance service for the Covered Equipment selected by you on the Order, excluding software maintenance.

Master Agreement - NASPO ValuePoint Master Agreement ADSPO16-169897, Mail Room Equipment, Supplies and Maintenance contract administered by the State of Arizona, as amended.

NASPO ValuePoint - NASPO ValuePoint Cooperative Purchasing Organization LLC, a wholly owned subsidiary of National Association of State Procurement Officials (NASPO).

Order - the executed agreement between the applicable Pitney Bowes company and you for the Equipment.

PBGFS - Pitney Bowes Global Financial Services LLC.

PBI - Pitney Bowes Inc.

Pitney Bowes - PBGFS and its subsidiaries, and PBI.

Postage Meter Rental Agreement - an agreement governing the use and rental of a Meter you enter into with us.

SLA - the Service Level Agreement.

SLMA - a Software License and Maintenance Agreement you enter into with us.

SOW - a Statement of Work you enter into with us.

State Participating Addendum - the bilateral agreement executed by us and your participating state incorporating the Master Agreement.

We, Our, Us or Contractor - the Pitney Bowes company with whom you've entered into the Order.

You, Your, Lessee, Purchasing Entity or Customer - the entity identified on the Order.

L2. AGREEMENT

L2.1 You are renting the Equipment listed on the Order.

L2.2 You may not cancel this Rental for any reason except as expressly set forth in Sections L10 and L11 below, all payment obligations are unconditional.

L2.3 If you do not pay the fees when due or you do not comply with the Agreement and fail to cure the same within thirty (30) days of receipt of written notice thereof, we may disable the Meter, terminate the Agreement, retake the Equipment and Meter, and collect from you all fees due for the remainder of the Initial Term, or if after the Initial Term, all fees then due, plus interest at the lesser of 18% per year or the maximum allowed by law.

L2.4 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

L3. PAYMENT TERMS AND OBLIGATIONS

L3.1 We will invoice you in arrears each quarter for all payments on the Order (each, a "Quarterly Payment"), except as provided in any statement of work attached to the Order. You will make each Quarterly Payment by the due date shown on our invoice.

L3.2 Your Quarterly Payment may include an origination fee, amounts carried over from a previous unexpired rental, SLMA fees and other charges.

L3.3 Any Meter rental fees and SLA fees (collectively "PBI Payments"), will be included with your Quarterly Payment and begin with the start of the Cancellable Rental Term (as defined below). After the Initial Term, your Quarterly Payment will increase if your PBI Payments increase, per the Master Agreement.

L4. EQUIPMENT OWNERSHIP

We own the Equipment. PBI owns any Meter. You will not have the right to become the owner of the Equipment at the end of this Agreement.

L5. CANCELLABLE RENTAL TERM

The Rental term is the number of months stated on the Order ("Rental Term"). The Rental Term will commence on the date the Equipment (i) is delivered if the equipment is not subject to acceptance criteria or (ii) the date on which the equipment is accepted by You in the case of equipment subject to Acceptance Criteria.

L6. END OF TERM OPTIONS

L6.1 During the 30 days before your Rental ends, you may, if not in default, select one of the following options:

- (a) enter into a new Cancellable Rental with us,
- (b) renew the Rental on a month to month basis; or,
- (c) return the Equipment and Meter in its 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 such service carrier as we specify to pick up and ship them to us.

L7. WARRANTY AND LIMITATION OF LIABILITY

L7.1 PBGFS AND THE BANK MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.

L7.2 PBI provides you with the warranty as provided in the Master Agreement and as follows:

- (a) PBI warrants that the Equipment will be free from defects in material and workmanship and will perform according to the equipment user guide for a period of one year (360) days from the date of acceptance (the "Warranty Period").
- (b) PBI warrants that the Maintenance Service provided will be performed in a professional and workmanlike manner.
- (c) Your remedy in the event of any warranty claim is as provided within the Master Agreement.
- (d) A "defect" does not include the failure of rates within a rate update to conform to published rates.
- (e) There is no warranty for Equipment requiring repair or replacement because of your negligence, usage which exceeds PBI's recommendations, damage in transit, virus contamination or loss of data, misuse, external forces, loss or fluctuation of power, fire, flood, or other natural causes, or service by anyone other than PBI. There is no warranty for Equipment arising from the use of third party supplies (such as ink) that results in: (i) damage to PBI Equipment; (ii) poor indicia, text, or image print quality; (iii) indicia readability failures; or (iv) a failure to print indicia, text, or images.
- (f) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with the PBI Equipment may be reclaimed, reconditioned or remanufactured. Any such item is warranted to perform according to the same standards as the equivalent new item.
- (g) The warranty does not cover Consumable Supplies.

L7.3 THE AMOUNTS OF THE LIMITATIONS OF LIABILITY OF THIS AGREEMENT SHALL APPLY ONLY IN EXCESS OF ANY INSURANCE TO BE MAINTAINED UNDER SECTION 12 OF THE PARTICIPATING ADDENDUM, AND NO INSURANCE POLICY SHALL BE INTERPRETED AS BEING SUBJECT TO ANY LIMITATIONS OF LIABILITY OF THIS AGREEMENT. PBGFS AND THE BANK ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT. THE MAXIMUM OUR LIABILITY TO YOU FOR DAMAGES HEREUNDER SHALL NOT EXCEED \$1,000,000.00 EACH OCCURRENCE, OR \$2,000,000.00 GENERAL AGGREGATE.

L8. EQUIPMENT OBLIGATIONS

L8.1 Condition and Repairs. You will keep the Equipment free from liens and in good repair, condition, and working order.

L8.2 Inspection. We may inspect the Equipment and related maintenance records.

L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent which will not be unreasonably withheld.

L9. RISK OF LOSS AND VALUEMAX® PROGRAM

L9.1 Risk of Loss.

- (a) You bear the entire risk of loss to the Equipment from the date of delivery by PBI, and acceptance by You, 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 Rental. You must immediately notify us in writing of any Loss.
- (c) To protect the equipment from loss, you will either (i) keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance") or (ii) be enrolled in PBGFS' ValueMAX program described in Section 9.1(d).
- (d) YOU MUST CALL US AT 1-800-732-7222 AND PROVIDE US WITH EVIDENCE OF INSURANCE. If you do not provide evidence of insurance and have not previously enrolled in our equipment replacement program (ValueMAX), we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice.
- (e) We will provide written notice reminding you of your Insurance obligations described above in Section L9.1(c).
- (f) If you do not respond with evidence of insurance within the time frame specified in the notification, we may immediately include the Equipment in the ValueMAX program.
- (g) If the Equipment is included in the ValueMAX program and any damage or destruction to the Equipment occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment.
- (h) We are not liable to you if we terminate the ValueMAX program. By providing the ValueMAX program we are not offering or selling you insurance; accordingly, regulatory agencies have not reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

L10. NON-APPROPRIATION

L10.1 See Participating Addendum, Exhibit A, Section 15.B, Colorado Special Provisions, Fund Availability.

L11. EARLY TERMINATION

L11.1 You further warrant that you intend to enter into this Cancellable Rental for the entire Stated Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan.

L11.2 Cancellable Rental – Cancel with three month penalty on rental payment per the Master Agreement.

L12. MISCELLANEOUS

L12.1 If more than one lessee is named in this Rental, liability is joint and several.

L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS RENTAL AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD. ANY ASSIGNMENT WITHOUT OUR CONSENT IS VOID.

L12.3 We may sell, assign, or transfer all or any part of this Rental or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.

L12.4 All applicable taxes required to be collected by us will be shown on the invoice.

L12.5 If there is a conflict between any of the terms and conditions in this Agreement, and your State's Participating Addendum and the Master Agreement ADSPO16-169897, as amended, Your State's Participating Addendum shall prevail.

- L12.6 Any Meter rented under this Agreement is subject to the applicable USPS regulations and meter terms and conditions as may be provided by PBI.
- L12.7 Our Equipment may contain embedded software. You agree: (i) that PBI and its licensors own the copyrights and other intellectual property in and to the embedded software; (ii) that you do not acquire any right, title or interest in or to the embedded software; (iii) only to use the embedded software with our Equipment in which the embedded software resides; (iv) that you may not copy the embedded software; (v) that you may neither modify nor create derivative works of the embedded software (vi) that you may neither distribute nor disclose the embedded software (or any portion thereof) to any other person; (vii) that you may not translate, de-compile, disassemble, or otherwise attempt to unbundle, reverse engineer or create derivative

works of the embedded software, except as permitted by applicable law; and (viii) that you may not export embedded software in contravention of applicable export control laws. The embedded software contains third party software. Notwithstanding the above, this section does not modify any terms that may accompany such third party software.

- L 12.8 The Connect+ and SendPro P or C Series mailing system may use an internet access point (e.g., wireless router) provided by us. You may only use this access point for connectivity between the Connect+ and SendPro P or C Series mailing system and the internet and for no other purpose. You agree to pay all costs associated with use of the access point in violation of this restriction.
- L 12.9 We will provide you with a welcome letter by email.

Your Payment Plan

Initial Term:		Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*	

*Does not include any applicable sales, use, or property taxes which will be billed separately.

Tax Exempt Certificate Attached
 Tax Exempt Certificate Not Required

Purchase Power® transaction fees included
 Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at www.pb.com/states and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

Lessee Signature

Pitney Bowes Signature

Print Name

Print Name

Title

Title

Date

Date

Email Address

Sales Information

Account Rep Name

Email Address

COLORADO NASPO VALUEPOINT STRAIGHT LEASE TERMS AND CONDITIONS:

Pitney Bowes Global Financial Services LLC will serve as a sub-contractor under ADSP016-169897 and will be the Lessor under this Straight 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 federal regulations, only PBI can own a Meter. This Agreement cannot be used for Production Equipment Categories (Production Ink Jet Envelope Addressing System, Production Tabbers, Inserter Production, Production Folder-Inserter, Pre-Sorting Equipment) awarded under ADSP016-169897- to Pitney Bowes Inc.

The Pricing Plan for the Colorado NASPO ValuePoint Straight Lease Terms and Conditions is as follows:

Monthly Rate Factors:

<u>Term:</u>	<u>Lease Rate:</u>
36	.0342
48	.0277
60	.0237

Total Value of the Order multiplied by the applicable Monthly Rate Factor = Monthly Equipment Lease Payment, plus applicable monthly meter rental and value based service fees, plus the monthly cost of service maintenance for years 2 thru end of initial term, plus any applicable taxes, multiplied by three (3) months = equals the Quarterly Payment.

For further clarification, a 36 month lease based on a \$10,000 equipment order would equal a \$342.00 monthly equipment lease payment multiplied by 3 months equaling a \$1,026 quarterly lease payment. Applicable quarterly cost of service maintenance for years 2 thru end of initial term, quarterly meter rental and value based services fees, plus any taxes, if applicable, would be added to the Quarterly payment.

L1. DEFINITIONS

L1. DEFINITIONS

L1.1 The following terms mean:

Agreement - the Order, your State's Participating Addendum, the NASPO ValuePoint Master Agreement ADSP016-169897, these terms and conditions, and any attached exhibits.

Bank - The Pitney Bowes Bank, Inc.

Consumable Supplies - ink, ink rollers, printheads, toner and drum cartridges, ribbons and similar items. Product-specific consumable supplies are identified in the product operator guide.

Covered Equipment - the equipment leased or sold to you from PBGFS or PBI that is covered by the SLA as stated on the Order. Covered Equipment does not include any Meter, or any standalone software, and SendKit equipment.

Delivery Date - the date the Equipment or other item is delivered to your location.

Effective Date - the date the Order is received by us.

Equipment - the equipment listed on the Order, excluding any Meter, and any standalone software and SendKit equipment.

Initial Term - the lease period listed on the Order.

Install Date - the date the Equipment or other item is installed at your location.

Meter - any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+™ or SendPro™ P or C series mailing system, the postal security device, the application platform, the system controller and the print engine and (ii) in the case of all other mailing systems, the postal security device, the user interface or keyboard and display and the print engine.

Lease - the Order and this NASPO ValuePoint Straight Lease Terms and Conditions.

Maintenance Service - the maintenance service for the Covered Equipment selected by you on the Order, excluding software maintenance.

Master Agreement - NASPO ValuePoint Master Agreement ADSP016-169897 Mail Room Equipment,

Supplies and Maintenance contract administered by the State of Arizona, as amended.

NASPO ValuePoint - NASPO ValuePoint Cooperative Purchasing Organization LLC, a wholly owned subsidiary of National Association of State Procurement Officials (NASPO).

Order - the executed agreement between the applicable Pitney Bowes company and you for the Equipment.

PBGFS - Pitney Bowes Global Financial Services LLC.

PBI - Pitney Bowes Inc.

Pitney Bowes - PBGFS and its subsidiaries, and PBI.

Postage Meter Rental Agreement - an agreement governing the use and rental of a Meter you enter into with us.

SLA - the Service Level Agreement.

SLMA - a Software License and Maintenance Agreement you enter into with us.

SOW - a Statement of Work you enter into with us.

State Participating Addendum - the bilateral agreement executed by us and your participating state incorporating the Master Agreement.

We, **Our,** **Us** or **Contractor** - the Pitney Bowes company with whom you've entered into the Order.

You, **Your,** **Lessee,** **Purchasing Entity** or **Customer** - the entity identified on the Order.

L2. AGREEMENT

L2.1 You are leasing the Equipment listed on the Order.

L2.2 You may not cancel this Lease for any reason except as expressly set forth in Sections L10 and L11 below, all payment obligations are unconditional.

L2.3 If you do not pay the fees when due or you do not comply with the Agreement and fail to cure the same within thirty (30) days of receipt of written notice thereof, we may disable the Meter, terminate the Agreement, retake the Equipment and Meter, and collect from you all fees due for the remainder of the Initial Term, or if after the Initial Term, all fees then due, plus interest at the lesser of 18% per year or the maximum allowed by law.

L2.4 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

L3. PAYMENT TERMS

L3.1 We will invoice you in arrears each quarter for all payments on the Order (each, a "Quarterly Payment"), except as provided in any statement of work attached to the Order. You will make each Quarterly Payment by the due date shown on our invoice.

L3.2 Your Quarterly Payment may include an origination fee, amounts carried over from a previous unexpired lease, SLMA fees and other charges.

L3.3 Any Meter rental fees and SLA fees (collectively "PBI Payments"), will be included with your Quarterly Payment and begin with the start of the Lease Term (as defined below). After the Initial Term, your Quarterly Payment will increase if your PBI Payments increase.

L4. EQUIPMENT OWNERSHIP

We own the Equipment. PBI owns any Meter. You will not have the right to become the owner of the Equipment at the end of this Agreement.

L5. LEASE TERM

The Lease term is the number of months stated on the Order ("Lease Term"). The Lease Term will commence on the date the Equipment (i) is delivered if the equipment is not subject to acceptance criteria or (ii) the date on which the equipment is accepted by You in the case of equipment subject to Acceptance Criteria.

L6. END OF LEASE OPTIONS

L6.1 During the 30 days before your Lease ends, you may, if not in default, select one of the following options:

- (a) enter into a new Lease with us;
- (b) renew the Lease on a month to month basis; or,
- (b) return the Equipment and Meter in its 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 such service carrier as we specify to pick up and ship them to us.

L7. WARRANTY AND LIMITATION OF LIABILITY

L7.1 PBGFS AND THE BANK MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.

L7.2 PBI provides you with the warranty as provided in the Master Agreement and as follows:

- (a) PBI warrants that the Equipment will be free from defects in material and workmanship and will perform according to the equipment user guide for a period of one year (360) days from the date of acceptance (the "Warranty Period").
- (b) PBI warrants that the Maintenance Service provided will be performed in a professional and workmanlike manner.
- (c) Your remedy in the event of any warranty claim is as provided within the Master Agreement.
- (d) A "defect" does not include the failure of rates within a rate update to conform to published rates.
- (e) There is no warranty for Equipment requiring repair or replacement because of your negligence, usage which exceeds PBI's recommendations, damage in transit,

virus contamination or loss of data, misuse, external forces, loss or fluctuation of power, fire, flood, or other natural causes, or service by anyone other than PBI. There is no warranty for Equipment arising from the use of third party supplies (such as ink) that results in: (i) damage to PBI Equipment; (ii) poor indicia, text, or image print quality; (iii) indicia readability failures; or (iv) a failure to print indicia, text, or images.

- (f) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with the PBI Equipment may be reclaimed, reconditioned or remanufactured. Any such item is warranted to perform according to the same standards as the equivalent new item.
- (g) The warranty does not cover Consumable Supplies.

L7.3 THE AMOUNTS OF THE LIMITATIONS OF LIABILITY OF THIS AGREEMENT SHALL APPLY ONLY IN EXCESS OF ANY INSURANCE TO BE MAINTAINED UNDER SECTION 12 OF THE PARTICIPATING ADDENDUM, AND NO INSURANCE POLICY SHALL BE INTERPRETED AS BEING SUBJECT TO ANY LIMITATIONS OF LIABILITY OF THIS AGREEMENT. PBGFS AND THE BANK ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT. THE MAXIMUM OUR LIABILITY TO YOU FOR DAMAGES HEREUNDER SHALL NOT EXCEED \$1,000,000.00 EACH OCCURRENCE, OR \$2,000,000.00 GENERAL AGGREGATE.

L8. EQUIPMENT OBLIGATIONS

- L8.1 Condition and Repairs. You will keep the Equipment free from liens and in good repair, condition, and working order.
- L8.2 Inspection. We may inspect the Equipment and related maintenance records.
- L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent which will not be unreasonably withheld.

L9. RISK OF LOSS AND VALUEMAX® PROGRAM

L9.1 Risk of Loss.

- (a) You bear the entire risk of loss to the Equipment from the date of receipt of delivery by PBI, and acceptance by You, 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 either (i) keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance") or (ii) be enrolled in PBGFS' ValueMAX program described in Section 9.1(d).
- (d) YOU MUST CALL US AT 1-800-732-7222 AND PROVIDE US WITH EVIDENCE OF INSURANCE. If you do not provide evidence of Insurance and have not previously enrolled in our equipment replacement program (ValueMAX), we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice.
- (e) We will provide written notice reminding you of your Insurance obligations described above in Section L9.1(c).

- (f) If you do not respond with evidence of insurance within the time frame specified in the notification, we may immediately include the Equipment in the ValueMAX program.
- (g) If the Equipment is included in the ValueMAX program and any damage or destruction to the Equipment occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment.
- (h) We are not liable to you if we terminate the ValueMAX program. By providing the ValueMAX program we are not offering or selling you insurance; accordingly, regulatory agencies have not reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

L10. NON-APPROPRIATION

- L10.1 See Participating Addendum, Exhibit A, Section 15.B, Colorado Special Provisions, Fund Availability.

L11. EARLY TERMINATION

- L11.1 You further warrant that you intend to enter into this Lease for the entire Stated Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Stated 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.

L12. MISCELLANEOUS

- L12.1 If more than one lessee is named in this Lease, liability is joint and several.
- L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD. ANY ASSIGNMENT WITHOUT OUR CONSENT IS VOID.
- L12.3 We may sell, assign, or transfer all or any part of this Lease or the Equipment. Any sale, assignment, or

transfer will not affect your rights or obligations under this Agreement.

- L12.4 All applicable taxes required to be collected by us will be shown on the invoice.
- L12.5 If there is a conflict between any of the terms and conditions in this Agreement, and your State's Participating Addendum and the Master Agreement ADSP016-169897, Your State's Participating Addendum shall prevail.
- L12.6 Any Meter rented under this Agreement is subject to the applicable USPS regulations and meter terms and conditions as may be provided by PBI.
- L12.7 Our Equipment may contain embedded software. You agree: (i) that PBI and its licensors own the copyrights and other intellectual property in and to the embedded software; (ii) that you do not acquire any right, title or interest in or to the embedded software; (iii) only to use the embedded software with our Equipment in which the embedded software resides; (iv) that you may not copy the embedded software; (v) that you may neither modify nor create derivative works of the embedded software (vi) that you may neither distribute nor disclose the embedded software (or any portion thereof) to any other person; (vii) that you may not translate, de-compile, disassemble, or otherwise attempt to unbundle, reverse engineer or create derivative works of the embedded software, except as permitted by applicable law; and (viii) that you may not export embedded software in contravention of applicable export control laws. The embedded software contains third party software. Notwithstanding the above, this section does not modify any terms that may accompany such third party software.
- L12.8 The Connect+ and SendPro P or C Series mailing system may use an internet access point (e.g., wireless router) provided by us. You may only use this access point for connectivity between the Connect+ and SendPro P or C Series mailing system and the internet and for no other purpose. You agree to pay all costs associated with use of the access point in violation of this restriction.
- L12.9 We will provide you with a welcome letter by email.

Your Payment Plan

Quarterly Billing Total** Type	Fees	Annual Billing Total** Type	Fees
Meter		Equipment Maintenance	

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power[®] transaction fees included
- Purchase Power[®] transaction fees extra

Shipping and Handling	\$0.00
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Initial Term: 12 Months

***Plus applicable taxes which will be applied at the time of billing.*

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at www.pb.com/states. The terms and conditions of this contract will govern this Order.

Customer Signature

Print Name

Title

Date

Email Address

Sales Information

Account Rep Name

Email Address

PARTICIPATING ADDENDUM EXHIBIT G, PITNEY BOWES MASTER LICENSE AGREEMENT



Agreement Number

MASTER LICENSE AGREEMENT (02/15)

This Master License Agreement (the "Agreement") is made and entered into effective this _____ day of _____, 201____, by and between:

**Pitney Bowes Software Inc., a Delaware corporation ("PBSI" or Contractor)
One Global View
Troy, New York 12180**

("Purchasing Entity")

1. **Definitions.** As used in this Agreement, the following terms have the meanings set forth below:

"**Affiliate**" means an entity that Controls, is Controlled by or is under common Control with a party;

"**Application**" means the application, if any, identified in an Order;

"**Computer**" means the server or computer identified in an Order on which Licensed Products are authorized to be installed and used;

"**Control**" means the ownership of more than fifty percent (50%) of an entity's stock or other voting interest;

"**Data Output**" means the maps, reports or other information generated by analyzing or processing Subscription Data, including geocode coordinates or address corrections appended to Licensee database records.

"**Data Record**" means each separate, individual digital data record which is used, referenced or accessed by the Licensed Products;

"**Documentation**" means the current technical and user documentation for the Licensed Products, Support Guidelines and other specifications. The Documentation may be modified from time-to-time to incorporate Enhancements;

"**Enhancements**" means any updates, upgrades, modifications, new releases and corrective programming to the Software, Subscription Data or Documentation that are provided as part of Maintenance Services;

"**Installation Site**" means the location identified in an Order where the Licensed Products are authorized to be installed and used;

"**Licensee**" means Client, Purchasing Entity, or the Affiliate of Client identified in an Order that is authorized to use the Licensed Products identified therein;

"**Licensor**" means PBSI, Contractor, or the Affiliate of PBSI identified in an Order that is granting the license set out therein;

"**Licensed Products**" means the Software and Enhancements;

"**Maintenance Services**" means the services described in Section 8(b), below;

"**MIPS**" means the processing speed of a computer expressed in millions of instructions per second;

"**MSU**" means the measurement of the amount of processing work a mainframe computer can perform in one hour expressed in million service units;

"**Order**" means the document pursuant to which a Licensee licenses Licensed Products and obtains related services. Each Order will be in a format substantially similar to the form set out in Exhibit 1;

"**Processor Cores**" or "**CPU Cores**" means the number of cores on each processor or CPU in the Computer;

"**Remote Access**" means access to and use of the Licensed Products, including, without limitation, the submission and/or receipt of data, documents or processing instructions, directly or indirectly via a server, Internet, independent software application or otherwise, to the Computer, from locations other than the Installation Site;

"**Service Provider**" means a Licensee that uses the Licensed Products to perform services, including, without limitation: to verify address information and/or provide postal-related services; develop, design, archive, process and/or print bills, statements or other business documents; merge or convert print stream data; append geographic coordinates to address records or other data and/or perform other data processing services; for entities other than Licensee, such as an Affiliate;

"**Software**" means the computer software identified in an Order;

"**Subscription Data**" means data files, including, but not limited to, postal, census, geographic, demographic, and other data, that are either identified in an Order or otherwise licensed with certain of the Licensed Products;

"**Support Guidelines**" means the then current technical support guidelines for the Licensed Products located at <http://www.pbinsight.com/resources/get/9898>;

"**Transaction**" means a record or user query that is submitted to the Licensed Products;

"**User**" means an individual authorized by Licensee to use the Licensed Products in accordance with an Order regardless of

whether the individual is actively using the Licensed Products at any given time; and

"Warranty Period" means the warranty period set forth in the Participating Addendum between Licensor and Licensee for Licensed Products and Maintenance Services.

2. Scope of Agreement; Orders by Licensee. From time to time during the term of this Agreement, Client may license Licensed Products and obtain Maintenance Services by entering into one or more Orders, which will become effective when executed by both parties. Each Order will constitute a separate contract between the parties, and will be governed in all respects by the terms of this Agreement and the applicable Order. By submitting an Order under this Agreement, Client Affiliate is deemed to agree to be bound by the terms of this Agreement. The term "Licensee" as used in this Agreement and the applicable Order will be deemed to refer to either Client or such Client Affiliate entering into the Order.

3. Grant of License. Subject to the terms and conditions of this Agreement and all Orders, Licensor hereby grants to Licensee a non-exclusive, non-transferable license to use the Licensed Products in accordance with the terms of this Agreement and the applicable Order. Unless otherwise identified in an Order, the Subscription Data is licensed for twelve (12) month terms and the license to the Subscription Data may be renewed for additional twelve (12) month terms as part of Maintenance Services in accordance with Section 8. The grant of rights to the Licensed Products is not a sale of the Licensed Products. Licensor and its third party providers reserve all rights not expressly granted by this Agreement.

4. Use of Licensed Products.

a) Licensee is permitted to use the Licensed Products and Data Output only for its own internal business purposes. The Licensed Products will be installed and used only at the Installation Site on the Computer containing up to the number of Processor Cores, MSUs or MIPS set out in the applicable Order and utilizing the operating system set out therein. If the Licensed Products are installed in a virtual environment, the number of Processor Cores within the environment that may be used, in whole or in any part, to access the Licensed Products will be set forth in the applicable Order. Remote Access to the Licensed Products and use of the Licensed Products as a Service Provider are prohibited unless otherwise authorized in the applicable Order. Additional terms of authorized use are set forth in the applicable Order, and may include limitations on: (i) the number of Users; (ii) the Application authorized to access the Licensed Products and use the Data Output; and (iii) the number of Transactions processed or 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 specific number of User licenses purchased, or may be installed on multiple devices so long as the number of Users do not exceed the number of licenses purchased.

b) Licensee may add additional Processor Cores, MSUs or MIPS to the Computer, transfer the Licensed Products to a

different computer with more Processor Cores, MSUs or MIPS, utilize the Licensed Products with a different operating system, process additional Transactions or add Users or Applications upon PBSI written consent and the payment of applicable fees. If the Installation Site is located in the United States, such Installation Site may be changed to another location within the United States upon written notice to Licensor, but may not be changed to a location outside the United States absent Licensor's prior written consent. If the Installation Site set forth in the Order is located outside of the United States, such Installation Site may be changed to another location within the original country upon notice to Licensor, but may not be changed to a different country absent Licensor's prior written consent.

c) Licensee may make a reasonable number of copies of the Licensed Products and Documentation solely for back up or disaster recovery purposes. Licensee must reproduce all copyright, trademark, trade secret and other proprietary notices in such copies. The back up or disaster recovery copies can only be used to perform disaster recovery testing or if the Computer becomes inoperative. If the Computer becomes inoperative, the Licensed Products can only be used on a back-up computer utilizing the same operating system with equal to or a fewer number of Processor Cores, MSUs or MIPS as the Computer. Except to perform disaster recovery testing in accordance with Licensee's disaster recovery procedures, Licensee is not permitted to use the back up or disaster recovery copies of the Licensed Products for production or testing concurrently with the production or testing copies of the Licensed Products.

d) Licensee may install, for a period not to exceed fifteen (15) days from date of installation, Enhancements in a test environment for the sole purpose of determining if such Enhancements will be deployed by Licensee on the authorized Computer(s). Thereafter, Licensee is permitted to install only the authorized number of licensed copies of the Licensed Products on the authorized Computers.

e) Licensee may, upon prior written notice to Licensor, permit its third party contractors to access and use the Licensed Products solely on behalf of, and for the benefit of, Licensee, so long as: (i) contractor agrees to comply fully with all terms and conditions of this Agreement and the applicable Order(s) as if they were Licensee; (ii) Licensee remains responsible for each contractor's compliance with this Agreement and the applicable Order(s) and any breach thereof; (iii) any User limitation includes User licenses allocated to Contractors; and (iv) the contractor is not a competitor of PBSI, Licensor or any Licensor Affiliate. All rights granted to any contractor hereunder terminate immediately upon conclusion of the services rendered to Licensee that gives rise to such right. Upon termination of such rights, contractor must immediately cease all use of the Licensed Products, un-install and destroy all copies of the Licensed Products, Documentation and any other Licensor information in its possession, and must certify in writing upon Licensor request of compliance with this section.

5. General Use Restrictions.

a) Licensee will not: (i) make derivative works of the Licensed Products; (ii) reverse engineer, decompile or disassemble the Licensed Products or any portion thereof; (iii) make copies of the Licensed Products or Documentation except as otherwise authorized in Section 4(c) or an Order; (iv) disclose the Licensed Products, Documentation or any other Licensor information marked confidential or proprietary to any third party; (v) sublicense, rent, lease, lend, or host the Licensed Products to or for other parties; (vi) attempt to unlock or bypass any initialization system, encryption methods or copy protection devices in the Licensed Products; (vii) modify, alter or change the Licensed Products; (viii) alter, remove or obscure any patent, trademark or copyright notice in the Licensed Products or Documentation; or (ix) use components of a Licensed Product independent of the Licensed Products they comprise.

b) Licensee is prohibited from using the Licensed Products within or in conjunction with in-flight navigation or any vehicle navigation system providing turn-by-turn directions.

c) Licensee will not use Data Output outside of the Application designated in the Order (if applicable), or disclose Data Output to third parties except as authorized in the applicable Order(s), including the longitude and latitude or "x,y" coordinates contained therein. Any authorized disclosure of Data Output to third parties must prohibit those third parties from selling, sublicensing or disclosing the Data Output to additional third parties and from using the Data Output for any purpose other than as authorized in the applicable Order(s). Licensee may use Data Output to derive conclusions or recommendations that form part of Licensee's services to its customers, but Licensee may not provide Data Output as part of those services. Licensee may translate Subscription Data into other data formats so long as use of the Subscription Data in all formats does not exceed the limits of this Agreement and the applicable Order(s).

6. Fees; Payment Terms.

a) Licensee will pay to Licensor, or Licensor's authorized designee or agent, the license, maintenance, training and any other fees set out in an Order, and per the Master Agreement. All fees identified in an Order or this Agreement and any applicable taxes are due and payable within forty-five (45) days from the date of Licensor's invoice. Licensee will pay a late charge of one percent (1 %) per month or the highest amount permitted by law, whichever is less, on any fees not paid by the due date. Unless otherwise identified in an Order, all fees are stated in and will be paid in United States currency.

7. Indemnification. Licensor's indemnification obligations to Purchasing Entity are as set forth in the Participating Addendum.

8. Maintenance; Renewal of Term License.

a) Licensee will obtain Maintenance Services for Licensed Products for the initial term set forth in the Order and for the fees set forth therein. Following such initial term, Licensee may elect to purchase additional Maintenance

Services in twelve (12) month terms at Licensor's then current rates in accordance with this Section 8, and the Master Agreement.

b) Maintenance Services consist of: (i) reasonable amounts of telephone support to assist Licensee with the use of the Licensed Products in accordance with the Support Guidelines; (ii) Enhancements provided to other licensees of the Licensed Products who have paid for Maintenance Services for the current maintenance term; (iii) Subscription Data, as applicable; and (iv) the correction of errors or non-conformities with the Licensed Products in accordance with the Support Guidelines. Telephone support is provided only to the individuals located at a single designated location. If Licensor is unable to correct a reported error or non-conformity that is classified in the Support Guidelines as a critical or high severity level problem within thirty (30) days following notice from Licensee or an additional period of time reasonably agreed to by the parties, Licensee may terminate Maintenance Services for such Licensed Products and receive, as its remedy, a pro-rata refund of the fees paid for Maintenance Services for the balance of the existing maintenance term.

c) Maintenance Services for the Licensed Products may be terminated by Licensee prior to the end of a term upon notice to Licensor. Licensor may terminate Maintenance Services for the Licensed Products upon at least thirty (30) days written notice to Licensee prior to the end of any term and upon thirty (30) days written notice to Licensee for any superseded versions of the Licensed Products or if the Licensed Products are licensed for use on an operating system or Computer that is no longer supported by their developer or manufacturer.

d) If Licensee terminates or declines to renew Maintenance Services for the Licensed Products and subsequently elects to renew Maintenance Services, Licensee will pay to Licensor the fees for the subsequent twelve (12) month renewal term plus the applicable fees for the total period of non-maintenance.

e) Prior to the expiration of the term to any Licensed Products licensed on a limited term, Licensee may renew or extend the term license for such Licensed Products upon agreement by Licensor at the rate and duration set forth in a quote issued by Licensor, and per the Master Agreement. Licensee may issue Licensor a purchase order for such renewal as set forth in the quote, provided such purchase order will: (i) incorporate the terms of the Agreement and the applicable Order, as may be amended; and (ii) not introduce any new terms. The parties agree that any pre-printed terms on such purchase order will have no force or effect, and Licensor hereby expressly disclaims any acceptance of such additional terms. If a Licensee has a term license to the Licensed Products, Licensee must renew the term license in order to purchase and obtain additional Maintenance Services for such Licensed Products.

9. Training; Services.

a) In consideration of the additional fees for training set out in an Order, Licensee may attend the training class identified therein. Licensee must attend and, if the training is

on-site at Licensee's location, permit Licensor to perform the training course prior to the expiration date set out in the Order. If Licensee fails to have any personnel attend the training class or permit Licensor to perform the training class prior to such expiration date, Licensor will not provide Licensee with a refund.

10. Warranties; Disclaimers.

a) Licensor represents and warrants that it has the right to grant to Licensee the rights granted hereunder.

b) Licensor represents and warrants that during the Warranty Period the Licensed Products will perform all material functions set out in the Documentation for such Licensed Products and otherwise operate in substantial accordance with such Documentation. If, during the Warranty Period the Licensed Products fail to comply with this warranty, Licensee must notify Licensor in writing of any alleged errors or non-conformities with the Licensed Products. Licensor will have thirty (30) days from receipt of such notice or an additional period of time as reasonably agreed to by the parties to correct such errors or non-conformities in accordance with the Support Guidelines. If Licensor is unable to timely correct such errors or non-conformities, Licensee may elect to terminate the license to such Licensed Products. If Licensee terminates the license to such Licensed Products during the Warranty Period in accordance with this Section, Licensee will, as its remedy, receive a refund of all fees previously paid for such Licensed Products.

c) EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE LICENSED PRODUCTS ARE PROVIDED "AS IS" AND LICENSOR AND ITS THIRD PARTY SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED PRODUCTS AND SERVICES FURNISHED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

d) LICENSOR WILL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES CAUSED BY THE UNAUTHORIZED USE OF THE LICENSED PRODUCTS OR ACTS OF ABUSE OR MISUSE BY LICENSEE.

e) THE LICENSED PRODUCTS MAY CONTAIN A DISABLING DEVICE OR DEVICE REQUIRING ENABLEMENT: (i) TO COMPLY WITH REQUIREMENTS OF REGULATORY AUTHORITIES; (ii) TO PREVENT USE OF THE LICENSED PRODUCTS BEYOND THE TERM OF A LICENSE IDENTIFIED IN AN ORDER OR ON A COMPUTER OTHER THAN THE COMPUTER AUTHORIZED IN AN ORDER; AND/OR (iii) TO PREVENT USE OF THE LICENSED PRODUCTS IN EXCESS OF ANY TRANSACTIONS (OR OTHER RESTRICTIONS) OR BY MORE THAN THE NUMBER OF USERS SET OUT IN AN ORDER.

11. Limitation of Liability.

A) THE AMOUNTS OF THE LIMITATIONS OF LIABILITY OF THIS AGREEMENT SHALL APPLY ONLY IN

EXCESS OF ANY INSURANCE TO BE MAINTAINED UNDER SECTION 12 OF THE PARTICIPATING ADDENDUM, AND NO INSURANCE POLICY SHALL BE INTERPRETED AS BEING SUBJECT TO ANY LIMITATIONS OF LIABILITY OF THIS AGREEMENT. NEITHER PARTY NOR PBS'S THIRD PARTY SUPPLIERS WILL BE LIABLE FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, OR LOST DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. LICENSOR'S MAXIMUM LIABILITY FOR DAMAGES HEREUNDER SHALL NOT EXCEED \$1,000,000.00 EACH OCCURRENCE, OR \$2,000,000.00 GENERAL AGGREGATE.

12. Term; Termination.

a) This Agreement will commence as of the date set forth above and will continue in effect until terminated as set forth in this Agreement or as agreed to in writing signed by both parties. Each Order or SOW will be effective as of the date set forth in such Order or SOW and will remain in effect until its expiration. Any Order entered into before the termination of this Agreement will remain in full force and effect for its entire term and this Agreement will remain in full force and effect for purposes of such Order until the termination of such Order, or in the case of perpetual licenses granted under an Order, for the duration of the license.

b) Upon: (i) expiration of a term license to any of the Licensed Products, unless such term license is renewed; (ii) termination or expiration of the license to any of the Licensed Products for any reason; or (iii) termination of an Order, Licensee will immediately cease use of the applicable Licensed Products and delete and/or remove all copies of such products from its servers, terminals and other computer systems and promptly return or destroy all copies of the Licensed Products, Documentation and any other Licensor confidential and proprietary information in Licensee's possession. If requested, Licensee will certify compliance with the foregoing in writing.

c) Sections 6 (Fees, Payment Terms), 10 (Warranties, Disclaimers), 11 (Limitation of Liability), 12 (Term, Termination), 16(e) (General), 17 (Applicable Law), 18 (Verification) and other sections that by their nature are intended to survive will survive termination of this Agreement or an Order indefinitely or to the extent set out therein.

13. Force Majeure. Except for Client's payment obligations, neither party is responsible from any delay or failure to perform resulting from causes beyond its reasonable control.

14. Assignment. Licensee is not permitted to transfer or assign (by operation of law or otherwise) any of its rights or obligations under an Order or this Agreement without the prior written consent of Licensor, which consent will not be unreasonably withheld, delayed or denied. Any such transfer or assignment without Licensor's written consent will be void and of no force and effect.

15. Publicity. Subject to Licensee's consent, which will not be unreasonably withheld, delayed or denied, Licensor may prepare a press release, case study or other collateral regarding Licensee's use of the Licensed Products. Otherwise, neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party except Licensor can use Licensee's name in Licensor's client list.

16. General.

a) No waiver of any breach of any provision of this Agreement or an Order by either party or the failure of either party to insist on the exact performance of any provision of this Agreement or an Order will constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver will be effective unless made in writing.

b) If any provision of this Agreement or an Order, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions of the Agreement or Order will remain in full force and effect.

c) If physical delivery of the Licensed Products is required, delivery of the Licensed Products will be FOB destination (within the United States). Licensor may, to the extent available, deliver the Licensed Products, Enhancements or key codes electronically via the Internet or permit Licensee to download the Licensed Products, Enhancements or key codes from Licensor's website.

d) Licensee agrees not to export, re-export, or provide the Licensed Products to: (i) any country to which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Denied Persons List; or (iv) any person or entity where such export, re-export or provision violates any U.S. Export control or regulation.

e) Each party will act as an independent contractor and employees of each party will not be considered to be employees of the other party. No agency, partnership, joint

venture or other joint relationship is created by this Agreement. Neither party may make any commitments binding on the other, nor may either party make any representation that they are acting for, or on behalf of, the other.

17. Applicable Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Colorado without regard to its principals of conflict of laws. In the event of any dispute arising out of or relating to this Agreement, a suit will be brought only in a federal or state court of competent jurisdiction located in Denver County in the State of Colorado

18. Verification. Upon ten (10) days written notice, Licensor or its designated third party may verify Licensee's compliance with the terms of the Agreement and applicable Order at all locations and for all environments in which Licensee uses the Licensed Products. Such verification will take place no more than one (1) time per twelve (12) month period during normal business hours in a manner which minimizes disruption to Licensee's work environment. Licensor may use an independent third party under obligations of confidentiality to provide assistance. Licensor will notify Licensee in writing if any such verification indicates that Licensee has used the Licensed Products in excess of the use authorized by the Agreement or Order. Licensee agrees to promptly enter into an Order and pay all associated fees directly to Licensor for: (i) any excess use; and (ii) maintenance and/or subscription fees for the excess use for the duration of such excess, or (2) two years, whichever is less.

19. U.S. Government Restricted Rights. If Licensee is an agency of the United States Government, the Licensed Products will be deemed "commercial computer software" or "commercial computer software documentation" and the Governments rights with respect to such Licensed Products and Documentation are limited by the terms of this Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable.

Agreed to and accepted:

CUSTOMER

By: _____

Name: _____

Title: _____

PITNEY BOWES SOFTWARE INC.

By: _____

Name: _____

Title: _____

EXHIBIT G-1

ORDER #

This Order #__ (the "Order") to Master License Agreement # _____, and any amendments thereto (collectively, the "Agreement") is made and entered into effective this _____ day of _____, 201____, by and between:

Pitney Bowes Software Inc., a Delaware corporation ("Licensor") ("Licensee")
One Global View
Troy, New York 12180

1. LICENSED PRODUCTS:

Licensed Products	Term of License	Number of Copies	Type of Operating System	Number of [Users] [Transactions] [Data Records]	Application

2. LICENSE AND MAINTENANCE/SUBSCRIPTION FEES:

Licensed Products	License Fees	Maintenance Fees (12 months)	Subscription Fees (12 months)

3. COMPUTER:

Manufacturer	Model Number	Serial Number	Number of Processor Cores	MIPS/MSUs

4. INSTALLATION SITE(S):

5. TRAINING:

Class (at Licensor location)	Number of Students	Fee	Expiration Date

6. ADDITIONAL PROVISIONS:

7. GENERAL:

- A. The terms of this Order, including the license or rights granted herein and applicable fees, are conditioned upon Licensee's execution and Licensor's receipt of this Order by _____. If Licensee fails to execute and return this Order to Licensor by such date, Licensor may, in its sole discretion, decline to honor the terms of this Order, including the fees and license set out herein.
- B. The Agreement is supplemented as set forth herein. Otherwise, all the terms and conditions of the Agreement not amended herein will remain in full force and effect and are incorporated herein.

Agreed to and accepted by:

Licensor

By: _____

Name: _____

Title: _____

Date: _____

Licensee

By: _____

Name: _____

Title: _____

Date: _____

PARTICIPATING ADDENDUM EXHIBIT H, PITNEY BOWES HOSTING SOFTWARE LICENSE AND MAINTENANCE AGREEMENT ADDENDUM



Addendum to Software License and Maintenance Agreement for Hosting by Pitney Bowes of Pitney Bowes Software

This Addendum is between Pitney Bowes Inc. ("Contractor"), a Delaware corporation, with offices at 3001 Summer Street, Stamford, CT 06926 ("Pitney Bowes") and the customer ("Licensee" or "Purchasing Entity") 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) operating 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 a mutually agreed upon 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 the parties may agree 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.
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. **Agreement.** 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: _____

PARTICIPATING ADDENDUM EXHIBIT I, PITNEY BOWES SORTER (IMBEDDED) SOFTWARE LICENSE MAINTENANCE AGREEMENT

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

for

Software Imbedded in a Sorter purchased from Pitney Bowes (“Operating Software”) and/or any Software Licensee in connection with such Sorter (“Application Software”). Application Software includes, but is not limited to, Fast Forward, Clear Scan, OCR, AddressScript, and UMove and DPV/LACS, if applicable

THIS SOFTWARE LICENSE AND MAINTENANCE AGREEMENT is between Pitney Bowes Inc. (Contractor), through its Document Messaging Technologies Division, a Delaware corporation, with offices at 37 Executive Drive, Danbury, Connecticut 06810, (“Pitney Bowes”) and _____, the Purchasing Entity (“Licensee”) named in the Purchase Agreement (“Purchase Agreement”) or sorter lease agreement (which agreement may include financing provisions) (“Lease Agreement”) with Pitney Bowes or one of its affiliates relating to one or more of the imbedded sorter software products named above (whichever of the Purchase Agreement or the Lease Agreement is applicable is referred to herein as the “Purchase/Lease Agreement”). The terms of this Agreement are in addition to, and do not supersede, the terms of the Purchase/Lease Agreement.

1 LICENSE

1.1 License Grant and Term: Pitney Bowes grants to Licensee, pursuant to, and subject to Licensee’s compliance with, the terms and conditions set forth in this Agreement and subject to payment of all applicable license fees relating to the Operating and Application Software (collectively “Pitney Bowes Software”), and Licensee accepts a non-exclusive, non-transferable license to use the Pitney Bowes Software for the Term (the “License”). **Term:** Unless terminated as provided herein, the term of the License for the Software shall commence on the equipment delivery date and shall continue for a period of one (1) year. Thereafter, the Licensee may elect to enter into an additional one (1) year term, or terminate this Agreement, upon thirty (30) days prior written notice. In the event Licensee elects to terminate this Agreement without cause prior to the expiration of the then-current one (1) year term, no pro-rata refund will be provided.

Application Software provided hereunder requires Licensee to provide testing materials to the United States Postal Service (“USPS”) for purposes of ensuring MERLIN compliance. Pitney Bowes assumes no liability for Licensee’s failure to obtain USPS approval.

1.2 Software Use: Licensee is authorized to use the Pitney Bowes Software solely for its own internal operations on the sorter indicated in the Purchase/Lease Agreement, this Agreement or any applicable Statement of Work or similar agreement between Pitney Bowes and Licensee with respect to the Pitney Bowes Software.

1.3 Backup Copies: Licensee shall have the right to make no more than one copy of the Pitney Bowes Software solely for backup and archival purposes and exclusively for Licensee’s internal use provided that such copies include all original copyright and other proprietary notices.

1.4 Fees: Commencing on the equipment delivery date, Licensee shall pay to Pitney Bowes the license and maintenance charges described in the Purchase/Lease Agreement. For any Software Maintenance provided after the first year, pricing will be per the NASPO ValuePoint Master Agreement. In the event Software Maintenance is terminated by Licensee, Licensee’s license rights hereunder shall also terminate.

Pitney Bowes will invoice Licensee for annual license and maintenance charges (or for any *pro rata* portion thereof) on the delivery date and on each subsequent anniversary thereof. Any invoice not paid within forty five (45) days of such timeframe shall carry a late charge at the rate of 1% per month from the date such payment is due until paid in full. If Licensee upgrades to a new release, *i.e.*, major enhancements and/or new functionality of the programs licensed by Pitney Bowes, the software maintenance services provided hereunder may be transferred to the new release at the then current subscription fee, per the Master Agreement, for the new release less credit for fees previously paid hereunder.

If AddressScript™ software is licensed hereunder; advance purchase of blocks of clicks (11-digit finalized answers) is required. Licensee’s initial purchase of clicks shall be set forth in Purchase/Lease Agreement. Licensee agrees to purchase all such clicks from Pitney Bowes. Licensee further understands that if it purchases or otherwise acquires clicks from any other source, Licensee’s license will be terminated.

2 WARRANTY

2.1 Warranty: Pitney Bowes warrants during the Warranty Period that the Pitney Bowes Software will conform to all substantial operational functions of the Pitney Bowes Software described in any documentation provided if installed and used in the operating environment specified therein. The "Warranty Period" for the Pitney Bowes Software shall be the warranty period set forth in the Master Agreement. If the Pitney Bowes Software does not so conform during the Warranty Period, Pitney Bowes shall, at its option, (i) repair the Pitney Bowes Software or (ii) replace the Pitney Bowes Software. This warranty is void if the Pitney Bowes Software fails to perform as a result of accident, misuse, or due to use with hardware, software programs or non-qualifying databases of any party other than Pitney Bowes. To the extent that the Pitney Bowes Software requires current data to operate in accordance with the documentation, if Licensee does not obtain and install any necessary current data, this warranty is void.

2.2 Warranty Limitation: EXCEPT AS HEREIN SPECIFICALLY PROVIDED, THE PITNEY BOWES SOFTWARE IS PROVIDED WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY. PITNEY BOWES DOES NOT WARRANT THAT THE FUNCTION CONTAINED IN THE PITNEY BOWES SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, OR THAT THE OPERATION OF THE PITNEY BOWES SOFTWARE OR ANY DATABASE SUPPLIED WILL BE UNINTERRUPTED OR ERROR FREE.

3 PROPRIETARY RIGHTS

3.1 Ownership of Pitney Bowes Software. The Pitney Bowes Software and Materials, and all materials relating thereto (collectively, the "Pitney Bowes Materials") are proprietary to Pitney Bowes and/or its licensors and suppliers and shall remain the sole and exclusive property of Pitney Bowes and/or its licensors and suppliers. The Pitney Bowes Software and Materials are protected by United States copyright and international treaty provisions. Licensee shall not sell, transfer, publish, disclose, distribute, display, copy, use or otherwise make available the Pitney Bowes Materials or copies thereof to others except as expressly permitted in this Agreement. Licensee shall not remove, disfigure or alter any of the proprietary notices or trademarks incorporated into the Pitney Bowes Materials.

3.2 Security. Licensee shall not sell, transfer, publish, disclose, display, or otherwise make available any Pitney Bowes Software or copies thereof to others. Licensee acknowledges that the Pitney Bowes Software is a trade secret of Pitney Bowes or of the third parties under whose license Pitney Bowes provides the Pitney Bowes Software. Licensee agrees to secure and protect the Pitney Bowes Software and copies thereof in a manner consistent with the OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <http://oit.state.co.us/ois>.

3.3 No Decompiling. Licensee agrees not to: (a) disassemble, decompile or otherwise reverse engineer the Pitney Bowes Software or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the Pitney Bowes Software; (b) alter or modify the Pitney Bowes Software or Materials or create derivative works therefrom; or (c) allow or assist others to do any of the foregoing. All rights in derivative works created by Licensee will be deemed to be the property of and owned by Pitney Bowes or the Third Party provider who provided such content.

4 SOFTWARE MAINTENANCE

4.1 Software Maintenance: Software Maintenance shall be provided as part of your equipment warranty and/or equipment maintenance.

5 LIABILITY

5.1 Intentionally Omitted.

5.2 Excluded Damages: THE AMOUNTS OF THE LIMITATIONS OF LIABILITY OF THIS AGREEMENT SHALL APPLY ONLY IN EXCESS OF ANY INSURANCE TO BE MAINTAINED UNDER SECTION 12 OF THE PARTICIPATING ADDENDUM, AND NO INSURANCE POLICY SHALL BE INTERPRETED AS BEING SUBJECT TO ANY LIMITATIONS OF LIABILITY OF THIS AGREEMENT. IN NO EVENT WILL PITNEY BOWES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOST PROFITS, ARISING OUT OF THE USE OR PERFORMANCE OF SUCH PITNEY BOWES SOFTWARE, EVEN IF PITNEY BOWES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PITNEY BOWES' LIABILITY TO LICENSEE FOR DAMAGES HEREUNDER SHALL NOT EXCEED \$1,000,000.00 EACH OCCURRENCE, OR \$2,000,000.00 GENERAL AGGREGATE.

6 TERMINATION

6.1 Intentionally omitted.

6.2 Intentionally omitted.

6.3 Survival: The following shall survive termination of this Agreement: Sections 1.4, 2.2, 3, 5, 6.3, 7 and 8.

7 MISCELLANEOUS

7.1 Governing Law: This Agreement and the rights and duties set forth herein, shall be governed by the laws of the State of Colorado.

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

7.3 Modifications: This Agreement may not be modified or amended in any way except by mutual written agreement of Pitney Bowes and the Participating State.

7.4 Non-waiver: A waiver of any breach or default under this Agreement shall not constitute a waiver of any other or subsequent breach or default. Failure or delay by either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.

7.5 Binding Effect; Assignment: This Agreement shall be binding on and inure to the benefit of parties hereto and their respective successors and permitted assigns. Licensee may not assign this Agreement or assign, sublicense or transfer any of its rights hereunder without the prior written consent of Pitney Bowes. In addition, for certain Application Software, the Third Party Content Provider may have to consent to the assignment of any licenses provided hereunder.

7.6 Third Party Content: Various third party software and other documentation ("**Third Party Content**") may have been incorporated into the Pitney Bowes Software and/or the Materials by Pitney Bowes under permission from Pitney Bowes' licensors and suppliers. Certain Third Party Content provided hereunder requires Licensee be certified by the United States Postal Services. Licensee's failure to obtain such certification shall not impact Licensee's obligation to pay to Pitney Bowes fees due hereunder. In addition, certain Third Party Content requires Licensee to agree to additional terms of use set forth in Exhibit I-2 hereto. If Pitney Bowes' license to any Third Party Content terminates, Licensee agrees: (a) that the Purchase/Lease Agreement and all other agreements related thereto (e.g. equipment or software maintenance agreements) shall remain in full force and effect in accordance with their terms; (b) to discontinue and/or return the terminated Third Party Content upon notice from Pitney Bowes; and (c) that Pitney Bowes shall have no further obligation with respect to such Third Party Content.

7.7 Export and Other Laws: Licensee agrees that, unless it has obtained prior written authorization from the United States Department of Commerce or is otherwise permitted by the United States Department of Commerce Export Administration Regulations and, in either case, has the prior written consent of Pitney Bowes, it will not export or otherwise disclose, directly or indirectly, any technology or software received from Pitney Bowes nor allow the direct product thereof to be shipped or to be disclosed, either directly or indirectly, to any destination that is prohibited by the United States Government or to a foreign national that is prohibited by the United States Government. Without limiting the foregoing, Licensee and Pitney Bowes shall comply with all applicable laws and regulations relating to the Pitney Bowes Software and its use. In addition, certain United States Postal Service regulations and/or rules prohibit the transfer of certain software outside of the United States.

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

LICENSEE:

PITNEY BOWES INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**EXHIBIT I-1
SOFTWARE MAINTENANCE TERMS**

If Licensee has elected to purchase maintenance from or has included maintenance in its lease payments to Pitney Bowes for the software licensed hereunder, the following additional terms and conditions shall apply:

1. Services Provided. Pitney Bowes shall provide the following support services:

(a) Error Correction. Pitney Bowes shall attempt to correct documented errors in the Software. Errors must be reported to Pitney Bowes within a reasonable time and must be repeatable by Pitney Bowes. Pitney Bowes shall, as expeditiously as possible, use its best efforts to correct such errors, or to provide a software patch or bypass around such error. No warranty is made that all errors can or will be corrected. Licensee shall provide Pitney Bowes with reasonable direct and/or remote access to Licensee's equipment, the Software, and all relevant documentation and records, and shall provide such reasonable assistance as Pitney Bowes may request, including, but not limited to, providing sample output and other diagnostic information.

(b) Updates. Pitney Bowes shall provide Licensee, at no additional cost, error corrections, modification or minor enhancements (herein called "Updates") for the Software when such Updates are developed or published by Pitney Bowes and made generally available to other licensees of the Software. All Updates shall become part of the Software and shall be subject to the terms of this Agreement. Any new products developed or published by Pitney Bowes will be offered to Licensee at Pitney Bowes's then current rates, and in accordance with the Master Agreement. Determination of whether specific software programs are Updates or new products shall be made solely and exclusively by Pitney Bowes.

(c) USPS Address Data Directory. Pitney Bowes shall provide Data Directory updates to be installed by you on a bi-monthly basis to satisfy USPS requirements.

(d) Sorting Software. Pitney Bowes shall provide Sorting updates to Licensee as required by the USPS, including all postal rates and classification changes.

(e) Telephone Support Service. Pitney Bowes will provide twenty-four (24) hours a day, seven (7) days a week, to discuss technical and operational issues pertaining to Software.

2. Licensee Responsibilities.

(a) Operation. Licensee is responsible for properly managing and operating the Software.

(b) Modifications by Licensee. In no event shall Pitney Bowes be responsible to correct any errors or damages resulting from Licensee's unauthorized changes or modifications of the Software.

(c) Uninstalled Updates. Support services shall only be offered with the most current version of the Software. Pitney Bowes shall not be responsible for correcting any alleged error if the Licensee has failed to incorporate any Update, which has been made available by Pitney Bowes.

3. Charges for Maintenance and Support.

(a) Commencing on the equipment delivery date, Licensee shall pay to Pitney Bowes the maintenance charges described in the Agreement to which this is an exhibit.

(b) If Licensee upgrades to a new release, *i.e.*, major enhancements and/or new functionality of the programs licensed by Pitney Bowes, the software maintenance services provided hereunder may be transferred to the new release at the then current subscription fee, per the Master Agreement, for the new release, less credit for fees previously paid hereunder.

EXHIBIT I-2

The following terms apply if Licensee licenses certain third party Application Software hereunder.

Software provided by Firstlogic, Inc. and/or its successors and assigns is subject to the following additional terms and conditions.

Directories. Due to United States Postal Service regulations, Licensee, depending on which Licensed Product is being used, must use a current Zip+4 directory ("Directory") to operate the Licensed Software within the mail transport product. The Licensed Software will not operate without a current Directory which is compatible with the Licensed Software. Pitney Bowes, on behalf of Firstlogic and/or its successors and assigns, supplies updated Directories on an annual basis to Licensees for whom such service is subscribed and for whom the annual software maintenance fee set forth in the Sale/Lease Agreement is timely paid. In order to continue receiving the Directory updates, the software maintenance must be renewed each year and another annual software maintenance fee paid to Pitney Bowes. During the term of this Agreement, Pitney Bowes will supply Directory updates to each Licensee for such periods for which the applicable Annual Subscription Fees are received by Pitney Bowes. **PAYMENT OF THE APPLICABLE ANNUAL SUBSCRIPTION FEES FOR EACH LICENSEE IS REQUIRED TO OPERATE THE LICENSED SOFTWARE WITHIN THE LICENSEE APPLICATION.**

Software provided by Computech Corporation and/or its successors and assigns is subject to the following additional terms and conditions.

Dongles. Computech Corporation reserves the right to include a deactivation device ("dongle") in each copy of the CARS II Software. If included, the dongle will prevent the use of such CAR II Software until Computech furnishes the key which will activate the CARS II Software. Dongles are the property of Computech Corporation and are used to prevent unauthorized copying or use of the CARS II Software. Dongles may not be transferred between Licensee unless the corresponding software is transferred under the terms of this Agreement. Dongles remain the property of Computech and must be returned by Integrator to Computech upon expiration/termination of each Licensee account.

USPS Terms – DPV/LACS and SuiteLink Product

The following terms apply solely to Your use of the United States Postal Service ("USPS") data that is provided under license from PBDMT. Capitalized terms used herein and not otherwise defined have the meaning assigned to them in the Agreement. The terms and conditions set forth below supersede any conflicting terms and conditions in the Agreement.

- a) The delivery point validation (the "DPV Product"), LACSLink and SuiteLink and any updates, materials, know-how, computer code, and technical information (hereinafter collectively, the "USPS Data") are confidential and proprietary to the USPS and will remain the property of USPS. You will maintain the USPS Data in strict confidence in accordance with the terms of the Agreement.
- b) You are prohibited from: (i) modifying, improving, correcting, or enhancing the USPS Data in any way; (ii) combining the USPS Data, or any portion thereof, with other information, data, software or the like to create any derivative product of the USPS Data; or (iii) making or reducing to practice any invention, idea or concept, whether patentable or not, on or relating to the USPS Data, or any portion thereof, without the prior written approval of USPS.
- c) You will not: (i) use the USPS Data or any of its technology to compile a list of delivery points not already in Your possession or to otherwise create a mailing list or portion thereof; (ii) rent, sell, distribute or otherwise provide any of your proprietary address lists, service products, or other system of records that contain address attributes derived or updated through the use of the USPS Data; or (iii) in addition to the foregoing, use SuiteLink for any purposes other than for improving business delivery addresses in multi-occupation buildings for use on letters, flats, postcards, packages, leaflets, magazines, advertisements, books and other printed material, and any other item that will be delivered by USPS.
- d) You are not permitted to export the USPS Data outside the United States or its territories.
- e) You agree and acknowledge that USPS retains all right, title and interest in the USPS Data, and all trademarks, trade dress, service marks, trade secrets, copyrights, patents and other intellectual property rights related thereto.
- f) The USPS will be a third party beneficiary with respect to the license to the USPS Data granted hereunder and thereby will have the right to directly enforce against You the restrictions with respect to the USPS Data set out herein.
- g) NEITHER PBDMT NOR THE USPS WILL BE LIABLE FOR ANY DESIGN, PERFORMANCE OR OTHER FAULT OR INADEQUACY OF THE USPS DATA. This disclaimer is in addition to any other disclaimers of warranties set out in the Agreement.
- h) To satisfy USPS requirements THE DPV PRODUCT WILL CONTAIN DISABLING DEVICE(S) DESIGNED TO PREVENT USE NOT PERMITTED BY THIS LICENSE. PBDMT will document all disabling devices to You. In the event You encounter the "Stop DPV Processing" function, You will contact PBDMT in order to restore DPV processing capability. PBDMT will immediately notify USPS of Your name and address. At the sole discretion of the USPS, PBDMT may not have the right to restore Your DPV processing capability.

PARTICIPATING ADDENDUM EXHIBIT J, PITNEY BOWES DMT DIRECT CONNECT SOFTWARE LICENSE AGREEMENT



Pitney Bowes Inc., through its Document Messaging Technologies division

PITNEY BOWES INC., DOCUMENT MESSAGING TECHNOLOGIES DIRECT CONNECT SOFTWARE LICENSE EXHIBIT

IMPORTANT: The use of Direct Connect software supplied by Pitney Bowes Inc. ("Contractor"), through its Document Messaging Technologies division ("Pitney Bowes") is conditioned on Client's ("Purchasing Entity") agreement to be bound by the terms and conditions of this Direct Connect Software License Exhibit ("Software License Exhibit"). This Software License Exhibit covers all Document Messaging Technologies Direct Connect software programs, databases and user documentation supplied pursuant to the agreement into which this Software License Exhibit is incorporated. The Direct Connect software programs and data bases covered by this Software License Exhibit include Pitney Bowes' proprietary programs and databases as well as programs and databases owned by third parties and distributed by Pitney Bowes under a separate license agreement.

GRANT OF LICENSE: Pitney Bowes agrees to grant and Client agrees to accept, a non-exclusive and non-transferable licenses to use the Direct Connect software programs and data bases along with documentation identified in the agreement (the "LICENSED PROGRAMS") in accordance with the terms and conditions of this Software License Exhibit.

This Software License Exhibit authorizes the Client to use the LICENSED PROGRAMS only in machine readable form and only in conjunction with the operation of the specific system equipment identified in the agreement. Any other use with any other equipment is expressly prohibited.

OWNERSHIP AND USE: Client may not copy the LICENSED PROGRAMS. Pitney Bowes will provide one (1) copy of the LICENSED PROGRAMS for back-up purposes. The LICENSED PROGRAMS cannot be transferred via any media, including telecommunications lines, other than that on which it is supplied to Client.

Client shall not create by decompilation or otherwise, the source programs or any part thereof from the object program or from other information made available under this Software License Exhibit.

Client shall not sell, transfer, publish, disclose, display, or otherwise make available any Licensed Program or copies thereof to others.

Client acknowledges that the LICENSED PROGRAMS are trade secrets of Pitney Bowes or of the third parties under whose license Pitney Bowes provides the LICENSED PROGRAMS. Client agrees to secure and protect the LICENSED PROGRAMS and copies thereof and to take appropriate action by instruction or agreement with its employees to satisfy its obligations hereunder.

The terms of this Software License Exhibit are applicable to the LICENSED PROGRAMS only and take precedence over the terms of any purchase order or other document where such term is inconsistent with the terms of this Software License Exhibit.

OTHER RESTRICTIONS: Client shall not use, transmit, or permit export of the LICENSED PROGRAMS in any country where such use is not permitted under United States export regulations or any other applicable law. Use, duplication or disclosure by the Government is subject to any additional restrictions as set forth in subdivision (b) (3) (ii) of the Rights to Technical Data and Computer Software clause at 252.227-7013. Client shall not install, download or execute software other than that provided under this Software License Exhibit on the CPU or storage devices associated with this product.

LIMITED WARRANTY: Pitney Bowes warrants for the warranty period set forth in the Participating Addendum between Licensor and Licensee that the LICENSED PROGRAMS will perform substantially in accordance with the user documentation.

This warranty is void if the LICENSED PROGRAMS fail to perform as a result of accident, misuse, or due to use with software programs or non-qualifying databases of any party other than Pitney Bowes or if used on any other equipment or system other than the one(s) specifically identified in the agreement. To the extent that any of the LICENSED PROGRAMS require current data to operate according to the user documentation, if Client does not obtain and install any necessary current data, this warranty is void.

EXCEPT AS HEREIN SPECIFICALLY PROVIDED, THE LICENSED PROGRAMS ARE PROVIDED WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY.

Pitney Bowes does not warrant that the functions contained in the LICENSED PROGRAMS will meet Client's requirements, or that the operation of the LICENSED PROGRAMS or any data base supplied will be uninterrupted or error free.

Pitney Bowes may, from time-to-time, revise or update the LICENSED PROGRAMS including user documentation, and in so doing, incurs no obligation to furnish such revisions or updates to the Client after one (1) year warranty except as provided for Software Maintenance Agreement subscribers. Any revisions or updates issued during the warranty period will be warranted for the remainder of the warranty period.

THE AMOUNTS OF THE LIMITATIONS OF LIABILITY OF THIS AGREEMENT SHALL APPLY ONLY IN EXCESS OF ANY INSURANCE TO BE MAINTAINED UNDER SECTION 12 OF THE PARTICIPATING ADDENDUM, AND NO INSURANCE POLICY SHALL BE INTERPRETED AS BEING SUBJECT TO ANY LIMITATIONS OF LIABILITY OF THIS AGREEMENT. IN NO EVENT WILL PITNEY BOWES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS, ARISING OUT OF THE USE OR PERFORMANCE OF SUCH LICENSED PROGRAMS BY CLIENT OR ANY THIRD PARTY EVEN IF PITNEY BOWES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PITNEY BOWES' MAXIMUM LIABILITY TO CLIENT FOR DAMAGES HEREUNDER SHALL NOT EXCEED \$1,000,000.00 EACH OCCURRENCE, OR \$2,000,000.00 GENERAL AGGREGATE.

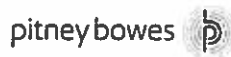
GENERAL: This Software License Exhibit and performance hereunder shall be governed by and construed in accordance with the laws of the State of Colorado.

The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any future right hereunder.

If any portions of this Software License Exhibit are invalid under any applicable statute or rule of law to that extent they shall be deemed omitted from this Software License Exhibit.

LICENSEE HAS READ THIS SOFTWARE LICENSE EXHIBIT AND UNDERSTANDS AND AGREES TO ABIDE BY ITS TERMS

PARTICIPATING ADDENDUM ATTACHMENT 1, PITNEY BOWES POSTAGE METER RENTAL AGREEMENT TERMS AND CONDITIONS



NASPO VALUEPOINT ADSP016-169897 POSTAGE METER RENTAL TERMS AND CONDITIONS

1. DEFINITIONS

As used in this Agreement, the following terms mean:

"Bank" - The Pitney Bowes Bank, Inc. **"Agreement"** - the Order, your State's Participating Addendum, the NASPO ValuePoint Master Agreement ADSP016-169897, these terms and conditions, and any attached exhibits.

"Initial Term" - the rental period listed on the Order.

"Meter" - any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+™ or SendPro™ P or C series mailing system, the postal security device, the application platform, the system controller and the print engine and (ii) in the case of all other mailing systems, the postal security device, the user interface or keyboard and display and the print engine.

"Master Agreement" - NASPO ValuePoint Master Agreement ADSP016-169897 Mail Room Equipment, Services and Maintenance contract administered by the State of Arizona, as amended.

"NASPO ValuePoint" - NASPO ValuePoint Cooperative Purchasing Organization LLC, a wholly owned subsidiary of National Association of State Procurement Officials (NASPO).

"Order" - the executed order between the applicable Pitney Bowes company and you for the products covered by the order.

"PBGFS" - Pitney Bowes Global Financial Services LLC or a wholly-owned subsidiary of Pitney Bowes Inc.

"PBI," "We" "Our," "Us" or "Contractor" - Pitney Bowes Inc.

"Reserve Account" - the Postage By Phone® Reserve Account that you maintain at the Bank.

"State Participating Addendum" - the bilateral agreement executed by us and your participating state incorporating the Master Agreement."

"USPS" - the United States Postal Service.

"You," "Your" or "Purchasing Entity" - the person identified on the Order who is renting a Meter or purchasing services.

2. METER RENTAL

2.1 Fees

- (a) We will invoice you the Meter rental ("rental") fees listed on the Order.
- (b) After the Initial Term, we may increase the rental fees in accordance with the Master Agreement.
- (d) When you receive notice of an increase, you may terminate this Agreement as of the date the increase becomes effective.
- (e) If you do not pay the fees when due or you do not comply with the Agreement, we may disable the Meter, terminate the Agreement, retake the Meter, and collect from you all fees currently due.
- (f) You are responsible for paying any taxes on the Meter and services, including sales and use tax, unless a valid tax exemption certification acceptable to the applicable taxing authority is provided.

2.2 Postage

- (a) You may transfer funds to the Bank for deposit into your Reserve Account or you may transfer funds to the United States Postal Service ("USPS") through a lockbox bank ("Lockbox Bank"). See section U1 for details.

- (b) If you participate in any optional PBI, PBGFS, or Bank postage advance programs (such as Purchase Power), we will advance payment on your behalf to USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your Meter rental fees.
- (c) If you purchase postage through a Lockbox Bank, the USPS is responsible for refunds of unused postage and those refunds will be made in accordance with then current USPS regulations.

2.3 Terms of Use; 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.
- (b) You agree to use only attachments or printing devices authorized by us.
- (c) You must receive our written consent before moving the Meter to a different location.
- (d) Federal regulations require that we own the Meter.
- (e) Tampering with or misusing the Meter is a violation of federal law.
- (f) 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.
- (g) If the Meter is used in any unlawful scheme, or is not 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 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 rental may be revoked. You acknowledge that any use of this 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.
- (h) 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.
- (i) 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.

2.4 Care and Risk of Loss

- (a) You agree to take proper care of the Meter(s).
- (b) You assume all risk of loss or damage to the Meter while you have possession.

2.5 Rate Updates and Soft-Guard® Program

- (a) Your Meter may require periodic rate information updates that you can obtain under our Soft-Guard® program.

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- (b) The Soft-Guard[®] Subscription, we will provide up to 6 rate updates during each 12 month period following the date of installation.
- (c) We will provide rate updates only if required due to a postal or carrier change in rate, service, Zip Code or zone change.
- (d) Your Soft-Guard[®] Subscription does not 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.
- (e) We will not be responsible for any losses arising out of or resulting from the failure of rating or software downloads to conform to published rates.

2.6 Repair or Replacement

- (a) If the Meter malfunctions or fails due to reasons other than your negligence or accident, usage which exceeds our recommendations, use of Meter in a manner not authorized by this Agreement or any operator guide, use of equipment in an environment with unsuitable humidity and/or line voltage, damage in transit, virus contamination or loss of data, loss or fluctuation of power, fire, flood or other natural causes, external forces beyond our control, sabotage or service by anyone other than us, failure to use applicable software updates, use of Meter with any system for which we have advised you we will no longer provide support or which 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 Meter (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
- (b) REPAIR OR REPLACEMENT IS YOUR SOLE REMEDY.

2.7 LIMITATION OF LIABILITY

See – Master Agreement

2.8 Collection of Information

- (a) You authorize us to access and download information from your Meter and we may disclose this information to the USPS or other governmental entity.
- (b) We will not 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.
- (c) We may elect to share aggregate data about our customers' postage usage with third parties.

3. VALUE BASED SERVICES

Value Based Services include services such as USPS[®] e-Return Receipt and USPS[®] Confirmation Services.

3.1 Fees

- (a) Any fees charged by the USPS for any Value Based Service you purchase is payable by you in the same way that you pay for postage.
- (b) The USPS is solely responsible for its services.
- (c) We are not responsible for any malfunctions of any part of the communication link connecting the IntelliLink[®] Control Center with the USPS data system.

3.2 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. THE AMOUNTS OF THE LIMITATIONS OF LIABILITY OF THIS AGREEMENT SHALL APPLY ONLY IN EXCESS OF ANY INSURANCE TO BE MAINTAINED UNDER SECTION 12 OF THE PARTICIPATING ADDENDUM, AND NO INSURANCE POLICY SHALL BE INTERPRETED AS BEING SUBJECT TO ANY LIMITATIONS OF LIABILITY OF THIS AGREEMENT 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. THE MAXIMUM OUR LIABILITY TO YOU FOR DAMAGES HEREUNDER SHALL NOT EXCEED \$1,000,000.00 EACH OCCURRENCE, OR \$2,000,000.00 GENERAL AGGREGATE.

- 3.3 Ending the Value Based Services. 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 (30) days after you have been notified of it in writing.

4. EMBEDDED SOFTWARE AND SUBSCRIPTION SERVICES

- 4.1 Our Equipment may contain embedded software. You agree that: (i) PBI and its licensors own the copyrights and other intellectual property in and to the embedded software; (ii) you are licensed only to use the embedded software with our Equipment in which the embedded software resides; (iii) you will not copy, modify, de-compile, or otherwise attempt to unbundle, reverse engineer or create derivative works of the embedded software, except as permitted by applicable law; (iv) you will not distribute or otherwise disclose the embedded software (or any portion thereof) to any other person; and (v) you may not export the embedded software in contravention of applicable export control laws. The embedded software contains third party software, which, notwithstanding the above, is subject to any terms that may accompany such third party software.

- 4.2 Subscription Services. We may offer certain on-demand services to you on a subscription basis as indicated in the applicable Order. Upon payment of any applicable subscription fees, we grant you a non-exclusive, non-transferable license to access and use the subscription services for the term set forth in the Order for your internal business purposes only. You may not provide access to the subscription services to any third party, or use the subscription services on behalf of any third party absent our written consent. You will comply with all applicable laws, rules and regulations governing your use of the subscription services, including any data protection or privacy laws. You will not use the services to send or store infringing, obscene, threatening or unlawful material or disrupt the use by others of the subscription services, network service or network equipment, and you will not reverse engineer, decompile or disassemble the subscription services. If the subscription services you purchased come with their own terms of use, your use of those subscription services will be governed by those terms. Maintenance and technical support for any on-demand services will be provided in accordance with a separate agreement covering the same.

5. INTERNET ACCESS POINT

- 5.1 The Connect+[™] and SendPro P or C series mailing systems may use an internet access point (e.g., wireless router) provided by us. You may only use this access point for connectivity between the Connect+[™] and SendPro P or C series mailing systems and the internet and for no other purpose.

6. ENDING THIS AGREEMENT

- 6.1 Your right to use the Meter, or Value Based Services is limited in duration to the Initial Term and to any subsequent extensions of the Initial Term.
- 6.2 Prior to the Initial Term, you or we may cancel this Agreement, in whole or in part, upon 30 days prior written notice.
- 6.3 We reserve the right to recover or disable the Meter and terminate this use at any time if in violation of the terms of use under the Federal Regulations.
- 6.4 After cancellation or termination of this Agreement, you must return the Meter to us in the same condition as you received it, reasonable wear and tear excepted.

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UNITED STATES POSTAL SERVICE ACKNOWLEDGMENT OF DEPOSIT

UI.1 In connection with your use of a Postage Evidencing System as defined in the Code of Federal Regulations ("CFR"), 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, both PC Postage and meters (a "Deposit"), or you may transfer funds to the Bank for deposit into your Reserve Account.

UI.2 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.

UI.3 Any deposit made by you in your Reserve Account is subject to the Postage By Phone® Reserve Account – Agreement and Disclosure Statement governing your Reserve Account.

UI.4 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.

UI.5 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.

UI.6 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.

UI.7 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.

UI.8 You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.

UI.9 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.

The Pitney Bowes Bank, Inc.

PURCHASE POWER TERMS AND CONDITIONS

The following provisions apply to the optional Purchase Power Program (the "Program"). Additionally, you will receive from us a set of more specific provisions within thirty (30) days of the date of this Agreement.

P1.1 General. (a) In order to participate in the Program, you must provide the information described in Section P1.8. (b) The Purchase Power credit line is a product of the Bank and is not available to individuals for personal, family, or household purposes.

P1.2 Account Charges. (a) Your Purchase Power account (the "Account") will be charged for the amount of postage, products, and services requested and the related fees, if applicable. (b) Unless prohibited by law, you agree to pay the fees and charges of which the Bank has given you notice, including those relating to: (i) transaction fees, if applicable; (ii) if transaction fees are inapplicable, overage fees; (iii) your failure to pay in a timely manner; (iv) your exceeding your credit line; and (v) fees attributable to the return of any checks.

P1.3 Billing, Payments, and Collection. (a) You will receive a billing statement for each billing cycle in which you have activity on the Account. The Bank may deliver any statement electronically to the email address that is then on file for you. (b) Payments are due by the due date shown on your billing statement. (c) You may pay the entire balance due or a portion of the balance, provided that you pay at least the minimum payment shown on the statement. In the event of a partial payment, you will be responsible for the unpaid balance.

P1.4 Deferred Payment Terms. (a) By using the Program, you agree that whenever there is an unpaid balance outstanding on the Account which is not paid in full by the due date shown on your billing statement, the Bank will charge you, and you will pay, interest on the unpaid balance of the Account from time to time, for each day from the date the transaction is posted to the Account until the date the unpaid balance is paid in full, at a variable rate equal to the Annual Percentage Rate applicable to the Account from time to time. (b) (i) The Annual Percentage Rate applicable to the Account will be: the greater of (a) 22% and (b) the sum of the highest "Prime Rate" published in the "Money Rates" section of *The Wall Street Journal* on the last business day of the month and the margin set forth below (the sum of the margin and the Prime Rate is herein called the "Floating Rate"). (ii) The Annual Percentage Rate will be adjusted on a monthly basis based on any fluctuation in the Floating Rate, if applicable. (iii) Any change in the Annual Percentage Rate based on the calculation described in this section will become effective on the first day of your next billing cycle. (iv) The margin which will be added to the Prime Rate to determine the Floating Rate will be 14.75% (using the Prime Rate in effect as of March 31, 2017, the daily periodic rate would be .05137% and the corresponding annual

percentage rate would be 18.75%) (v) The Account balance that is subject to a finance charge each day will include (a) outstanding balances, minus any payments and credits received by the Bank on the Account that day, and (b) unpaid interest, fees, and other charges on the Account. (vi) the Bank will charge a minimum finance charge of \$1.00 in any billing cycle if the finance charge as calculated above is less than \$1.00. (vii) Each payment that you make will be applied to reduce the outstanding balance of the Account and replenish your available credit line. (viii) The Bank may refuse to extend further credit if the amount of a requested charge plus your existing balance exceeds your credit limit.

P1.5 Account Cancellation and Suspension. (a) The Bank may at any time close or suspend the Account, and may refuse to allow further charges to the Account. (b) Cancellation or suspension will not affect your obligation to pay any amounts you owe.

P1.6 Amendments; Electronic Delivery; Termination. (a) The Bank can amend any of the provisions and terms related to the Program at any time by written notice to you (including by electronic notice via the email address that is then on file for you). You are consenting to electronic delivery of any amendments to the Program terms. (b) Each time you use the Program, you are signifying your acceptance of the terms then in effect. (c) An amendment becomes effective on the date stated in the notice and will apply to any outstanding balance on the Account. (d) The Bank may terminate the Program at any time and will notify you in the event of any termination. (e) Any outstanding obligation will survive termination of the Program.

P1.7 Governing Law. The Program and any advances are governed by and construed in accordance with the laws of the State of Utah and applicable federal law.

P1.8 USA PATRIOT Act. (a) Federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account. (b) The Bank asks that you provide identifying information, including your address and taxpayer identification number. (c) The Bank may also ask for additional identifying information, where appropriate, including asking that your representative who is opening the Account provide his/her name, address, date of birth, driver's license and/or other documents and information that will allow the Bank to identify him/her.

PARTICIPATING ADDENDUM ATTACHMENT 2, PITNEY BOWES CONNECTRIGHT MAILER END USER LICENSE AGREEMENT TERMS

ConnectRight Mailer End User License Agreement (EULA)

IMPORTANT: DO NOT OPEN THIS PACKAGE OR INSTALL OR USE THIS PRODUCT UNTIL YOU HAVE READ AND AGREED TO THIS LICENSE AGREEMENT. This is an agreement between you ("Licensee" or "Purchasing Entity") and Pitney Bowes Inc. ("PBI" or "Licensor" or "Contractor"). By breaking the seal and opening this package or by clicking next to "I ACCEPT THE TERMS IN THE LICENSE AGREEMENT" in an installation process, you are agreeing to the terms of this Software and Data End User License Agreement and the applicable Order (collectively, the "Agreement"). IF YOU ARE NOT WILLING TO BE BOUND BY THE AGREEMENT, do not open the package or, if you are viewing this message at installation, click next to "I DO NOT ACCEPT THE TERMS IN THE LICENSE AGREEMENT" and terminate the installation process. You may receive a full refund for this product by returning the media and accompanying materials within thirty (30) days of receipt to PBI or its authorized reseller, however, you may not return any data product or any other software product if used in a production or development environment. If you and PBI signed a separate license agreement for these products, the terms of the signed agreement, to the extent they are additional or inconsistent, supersede the terms of this Agreement.

1. Definitions. As used in this Agreement, the following terms have the meanings set forth below:

"**Affiliate**" means an entity that controls, is controlled by or is under common control with a party;

"**Computer**" means the stand alone personal computer on which the Software is authorized to be installed and used;

"**Documentation**" means the current technical and user documentation for the Software;

"**Licensee Data**" means the data provided by Licensee for processing by the Software.

"**Order**" means the Sales Agreement or Lease or Rental Agreement between PBI and Licensee pursuant to which a Licensee licenses the Software and obtains related services;

"**Software**" means the ConnectRight Mailer software and related processing service; and

"**Warranty Period**" means the warranty period set forth in the Participating Addendum between Licensor and Licensee for Licensed Products and Maintenance Services.

2. Grant of License.

a) Licensor hereby grants to Licensee a non-exclusive, non-transferable license to use the

Software on the number of Computers set out in an Order solely for use at the location set forth in the Order for Licensee's internal business purposes only, which may include using the Software to perform services for Licensee's own customers or Affiliates, so long as Licensee does not permit any of Licensee's customers or Affiliates to directly access the Software. The grant of rights to the Software is not a sale of the Software. Licensor and its third party providers reserve all rights not expressly granted by this Agreement.

b) Licensee may make a single copy of the Software and Documentation solely for back up or disaster recovery purposes for each Computer for which a license was purchased. Licensee must reproduce all copyright, trademark, trade secret and other proprietary notices in such copies. The back up or disaster recovery copies can only be used to perform disaster recovery testing or if the Computer becomes inoperative and may not be used concurrently with the production copies of the Software.

c) USPS Data. The Software contains data licensed from the United States Postal Service ("USPS"). In addition to the terms of this Agreement and the Order, license terms

(as of October, 2017) applicable to use of the USPS Data are attached hereto and are hereby incorporated into this Agreement by reference.

- d) Licensee License. Licensee hereby grants to PBI a non-exclusive, royalty-free right and license to use the Licensee Data to provide data processing services through the Software.

3. General Use Restrictions. Licensee will not: (i) make derivative works of the Software; (ii) reverse engineer, decompile or disassemble the Software or any portion thereof; (iii) make copies of the Software or Documentation except as otherwise authorized in Section 2(b); (iv) disclose the Software, Documentation or any other Licensor information marked confidential or proprietary to any third party; (v) sublicense, rent, lease, lend, or host the Software to or for other parties; (vi) attempt to unlock or bypass any initialization system, encryption methods or copy protection devices in the Software; (vii) modify, alter or change the Software; (viii) alter, remove or obscure any patent, trademark or copyright notice in the Software or Documentation; or (ix) use components of the Software independent of the Software they comprise.

4. Fees; Payment Terms. Licensee will pay to Licensor, or Licensor's authorized designee or agent, the license, training and any other fees, per the Master Agreement, set out in an Order. All fees identified in an Order or this Agreement and any applicable taxes are due and payable within forty-five (45) days from the date of Licensor's invoice. Licensee will pay a late charge of one percent (1%) per month or the highest amount permitted by law, whichever is less, on any fees not paid by the due date. Unless otherwise identified in an Order, all fees are stated in and will be paid in United States currency.

5. Technical Support. Licensee is eligible to receive reasonable amounts of telephone technical support to assist Licensee with use of the Software. In addition, Licensor will provide updates, enhancements and bug fixes to the Software for Licensee's use as they are made commercially available. These technical support services are included in the license fees paid by Licensee for the Software.

6. Warranties; Disclaimers.

a) Licensor Warranties.

- (i) Licensor represents and warrants that it has the right to grant to Licensee the rights granted hereunder.
- (ii) Licensor represents and warrants that during the Warranty Period the Software will perform all material functions set out in the Documentation for such Software and otherwise operate in substantial accordance with such Documentation. If, during the Warranty Period the Software fails to comply with this warranty, Licensee must notify Licensor in writing of any alleged errors or non-conformities with the Software. Licensor will have thirty (30) days from receipt of such notice or an additional period of time as reasonably agreed to by the parties to correct such errors or non-conformities in accordance with the Documentation. If Licensor is unable to timely correct such errors or non-conformities, Licensee may elect to terminate the license to such Software. If Licensee terminates the license to such Software during the Warranty Period in accordance with this Section, Licensee will, as its exclusive remedy, receive a refund of all fees previously paid for such Software.

(iii) LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE ERROR-FREE OR THAT LICENSOR WILL CORRECT ALL PRODUCT ERRORS. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE SOFTWARE IS PROVIDED "AS IS" AND LICENSOR AND ITS THIRD PARTY SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE AND SERVICES FURNISHED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, ACCURACY, RELIABILITY, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

b) Licensee Warranty.

- (i) Licensee represents and warrants that Licensee has all legal rights necessary to provide the Licensee Data to PBI for processing and that the Licensee Data does not infringe, misappropriate, or violate any intellectual property or other right of any third party.
- (ii) Licensee represents and warrants that Licensee's purposes for using and processing Licensee Data is permitted under all applicable state and federal law, rule or regulation, and that Licensee's use of Licensee Data (including processing Licensee Data by the Software) complies with all applicable law.

7. Limitation of Liability.

- A. THE LIMITATIONS OF LIABILITY OF THIS AGREEMENT SHALL APPLY ONLY IN EXCESS OF ANY INSURANCE TO BE MAINTAINED UNDER SECTION 12 OF THE PARTICIPATING ADDENDUM, AND NO INSURANCE POLICY SHALL BE INTERPRETED AS BEING SUBJECT TO ANY LIMITATIONS OF LIABILITY OF THIS AGREEMENT. NEITHER PBI NOR PBI'S THIRD PARTY SUPPLIERS WILL BE LIABLE FOR ANY CLAIMS OR DAMAGES CAUSED BY THE UNAUTHORIZED USE OF THE SOFTWARE OR ACTS OF ABUSE OR MISUSE BY LICENSEE, OR FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, OR LOST DATA OR THE LOSS OR CORRUPTION OF LICENSEE'S DATA OR FILES PROCESSED OR STORED BY THE SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OF DAMAGE.
- B. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR DIRECT DAMAGES RESULTING FROM PERSONAL INJURY, DEATH, OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY PBI OR PBI'S THIRD PARTY SUPPLIERS NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM PBI'S LIABILITY TO LICENSEE

FOR DAMAGES HEREUNDER SHALL NOT EXCEED \$1,000,000.00 EACH OCCURRENCE, OR \$2,000,000.00 GENERAL AGGREGATE.

8. Term; Termination.

- a) This Agreement will commence as of the date set forth in the Order and will continue in effect until the Order is terminated or otherwise as set forth in this Agreement.
- b) Upon: (i) expiration of a term license to any of the Software, unless such term license is renewed; (ii) termination of the license to any of the Software for any reason; or (iii) termination of an Order, Licensee will immediately cease use of the Software and delete and/or remove all copies of the Software from its servers, terminals and other computer systems and promptly return or destroy all copies of the Software, Documentation and any other Licensor confidential and proprietary information in Licensee's possession. If requested, Licensee will certify compliance with the foregoing in writing.
- c) Sections 4 (Fees, Payment Terms), 6 (Warranties, Disclaimers), 7 (Limitation of Liability), 8 (Term, Termination), 12(e) (General), 13 (Applicable Law), 14 (Verification) and other sections that by their nature are intended to survive will survive termination of this Agreement or an Order indefinitely or to the extent set out therein.

9. Force Majeure. Neither party is responsible from any delay or failure to perform resulting from causes beyond its reasonable control.

10. Assignment. Licensee is not permitted to transfer or assign any of its rights or obligations under an Order or this Agreement without the prior written consent of Licensor, which consent will not be unreasonably withheld, delayed or denied. Any such transfer or assignment without Licensor's written consent will be void and of no force and effect.

11. Publicity. Subject to Licensee's consent, which will not be unreasonably withheld, delayed or denied, Licensor may prepare a press release, case study or other collateral regarding Licensee's use of the Software. Except as provided herein, neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party, provided, however, Licensor may include Licensee's name in any client list.
12. General.
 - a) No waiver of any breach of any provision of this Agreement or an Order by either party or the failure of either party to insist on the exact performance of any provision of this Agreement or an Order will constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver will be effective unless made in writing.
 - b) Any notice alleging a breach of this Agreement must be in writing and be sent by overnight courier or delivered in person to the party's address set forth in this Agreement. Any other notice required to be provided by Licensor under this Agreement may be sent by United States mail or e-mail to the individual designated by Licensee. Any notice delivered to Licensor hereunder must be sent to the attention of "Contract Administration."
 - c) If any provision of this Agreement or Order, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions of the Agreement or Order will remain in full force and effect.
 - d) If physical delivery of the Software is required, delivery of the Software will be FOB Destination. Licensor may, to the extent available, deliver the Software or access key codes electronically via the Internet or permit Licensee to download the Software or access key codes from Licensor's website.
 - e) Licensee agrees not to export, re-export, or provide the Software to: (i) any country to which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Denied Persons List; or (iv) any person or entity where such export, re-export or provision violates any U.S. Export control or regulation.
 - f) Each party will act as an independent contractor and employees of each party will not be considered to be employees of the other party. No agency, partnership, joint venture or other joint relationship is created by this Agreement. Neither party may make any commitments binding on the other, nor may either party make any representation that they are acting for, or on behalf of, the other.
13. Applicable Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Colorado without regard to its principals of conflict of laws. In the event of any dispute arising out of or relating to this Agreement, a suit will be brought only in a federal or state court of competent jurisdiction located in Denver County in the State of Colorado.
14. Verification. Upon ten (10) days written notice, Licensor or its designated third party may verify Licensee's compliance with the terms of the Agreement and applicable Order at all locations and for all environments in which Licensee uses the Software. Such verification will take place no more than one (1) time per twelve (12) month period in a manner which minimizes disruption to Licensee's work environment. Licensor may use an independent third party under obligations of confidentiality to provide assistance. Licensor will notify Licensee in writing if any such verification indicates that Licensee has used the Software in excess of the use authorized by the Agreement or Order. Licensee agrees to promptly enter into an Order and pay all associated fees directly to Licensor for: (i) any excess use; and (ii) maintenance and/or subscription fees for the excess use for the duration of such excess or (1) one year, whichever is less.

15. U.S. Government Restricted Rights. If Licensee is an agency of the United States Government, the Software will be deemed "commercial computer software" or "commercial computer software

documentation" and the Governments rights with respect to such Software and Documentation are limited by the terms of this Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable.

USPS Terms - DPV/LACS and SuiteLink Product

The following terms apply solely to Your ("Purchasing Entity") use of the United States Postal Service ("USPS") data that is provided under license from PBSI ("Contractor"). These additional terms amend the license agreement ("Agreement") between Pitney Bowes Software Inc. ("PBSI") and the applicable licensee as indicated in the Agreement ("You"). Absent a signed Agreement, Your use of the USPS Data constitutes acceptance of the terms set forth herein. Capitalized terms used herein and not otherwise defined have the meaning assigned to them in the Agreement. The terms and conditions set forth below supersede any conflicting terms and conditions in the Agreement. a) The delivery point validation (the "DPV Product"), LACSLink and SuiteLink and any updates, materials, know-how, computer code, and technical information (hereinafter collectively, the "USPS Data") are confidential and proprietary to the USPS and shall remain the property of USPS. You shall maintain the USPS Data in strict confidence in accordance with the terms of the Agreement. b) You are prohibited from: (i) modifying, improving, correcting, or enhancing the USPS Data in any way; (ii) combining the USPS Data, or any portion thereof, with other information, data, software or the like to create any derivative product of the USPS Data; or (iii) make or reduce to practice any invention, idea or concept, whether patentable or not, on or relating to the USPS Data or any portion thereof without the prior written approval of USPS. c) You shall not: (i) use the USPS Data or any of its technology to compile a list of delivery points not already in Your possession or to otherwise create a mailing list or portion thereof; (ii) rent, sell, distribute or otherwise provide any of your proprietary address lists, service products, or other system of records that contain address attributes derived or updated through the use of the USPS Data; or (iii) in addition to the foregoing, use SuiteLink for any purposes other than for improving business delivery addresses in multi-occupation buildings for use on letters, flats, postcards, packages, leaflets, magazines, advertisements, books

and other printed material, and any other item that will be delivered by USPS. d) You are not permitted to export the USPS Data outside the United States or its territories. e) You agree and acknowledge that USPS retains all right, title and interest in the USPS Data, and all trademarks, trade dress, service marks, trade secrets, copyrights, patents and other intellectual property rights related thereto. f) The USPS shall be a third party beneficiary with respect to the license to the USPS Data granted hereunder and thereby shall have the right to directly enforce against You the restrictions with respect to the USPS Data set out herein. g) NEITHER PBSI NOR THE USPS SHALL BE LIABLE FOR ANY DESIGN, PERFORMANCE OR OTHER FAULT OR INADEQUACY OF THE USPS DATA. This disclaimer is in addition to any other disclaimers of warranties set out in the Agreement. h) To satisfy USPS requirements, THE DPV PRODUCT SHALL CONTAIN DISABLING DEVICE(S) DESIGNED TO PREVENT USE NOT PERMITTED BY THIS LICENSE. PBSI shall document all disabling devices to the You. In the event You encounter the "Stop DPV Processing" function, You shall contact PBSI in order to restore DPV processing capability. PBSI shall immediately notify USPS of Your name and address. At the sole discretion of the USPS, PBSI may not have the right to restore Your DPV processing capability. Notwithstanding anything to the contrary elsewhere in the Agreement or any applicable order, the USPS Data is not licensed on a perpetual basis, and may only be licensed for the limited term set out in the applicable order. You may elect to renew Your term license for the USPS Data to the extent PBSI continues to offer a license to the USPS Data, for an additional term upon payment of the applicable renewal fees. PBSI shall have the right to terminate Your license to the USPS Data if (i) the USPS cancels PBSI's right to distribute the USPS Data, (ii) You are in breach of any of the foregoing provisions; or (iii) the Agreement or Order is terminated.

PARTICIPATING ADDENDUM ATTACHMENT 3, PITNEY BOWES BUSINESS MANAGER SOFTWARE LICENSE AGREEMENT TERMS

Pitney Bowes Business Manager Software License Agreement

This license covers all software programs and user documentation supplied by Pitney Bowes (also referred to as "Contractor" or "Licensor"). This includes Pitney Bowes' proprietary programs and databases as well as programs and databases developed by third parties and distributed under license by Pitney Bowes.

GENERAL PROVISIONS

1.0 DEFINITIONS.

1.1 Licensed Software. For purposes of this Agreement, "LICENSED SOFTWARE" shall mean LICENSOR's Business Manager Software and any related licensed materials such as data base files, operating instructions and user manuals. LICENSED SOFTWARE shall also include any updates and revisions to the LICENSOR's Business Manager Software that are provided to LICENSEE (also referred to as "Purchasing Entity") under the terms and conditions of the SALES/LEASE AGREEMENT or the Software Maintenance Agreement.

1.2 Sales/Lease Agreement. For purposes of this Agreement, "SALES/LEASE AGREEMENT" shall mean the sales or lease agreement between LICENSOR and LICENSEE for the LICENSED SOFTWARE and any accompanying equipment.

1.3 Term. For a sale of a Pitney Bowes Business Manager Software license to LICENSEE, "TERM" shall be co-terminus with LICENSOR's Software Maintenance and Data Subscription Agreement (described below). For a lease of a Pitney Bowes Business Manager Software license to LICENSEE, "TERM" shall mean the term of the lease.

1.4 License Fee: For a sale of a Pitney Bowes Business Manager Software license to LICENSEE, "LICENSE FEE" shall mean the fee paid by LICENSEE for the Licensed Software only. LICENSEE FEE shall not include any fees paid by LICENSEE for any professional services, mailing equipment or peripherals. For a lease of a Pitney Bowes Business Manager Software license to LICENSEE, "LICENSE FEE" shall mean the portion of LICENSEE's lease payment that is allocated for payment of the Licensed Software only. LICENSE FEE shall not include any portion of LICENSEE's lease payment that is allocated for payment of any professional services, mailing equipment or peripherals.

2.0 LICENSE TERMS AND RESTRICTIONS.

2.1 Subject to payment of all applicable fees stated in the SALES/LEASE AGREEMENT for the LICENSED SOFTWARE, LICENSOR grants to Licensee and Licensee accepts, for the TERM, a non-exclusive, non-transferable license to: (i) use the LICENSED SOFTWARE only with LICENSOR's mailing machines or other hardware that is identified in the SALES/LEASE AGREEMENT or an applicable Statement of Work between LICENSOR and LICENSEE; (ii) use the LICENSED SOFTWARE only at the location that is identified in the SALES/LEASE AGREEMENT or an applicable Statement of Work between LICENSOR and LICENSEE; (iii) process LICENSEE's own accounting data; and (iv) utilize operating instructions and user manuals in support of the use of the LICENSED SOFTWARE. Except as authorized in the SALES/LEASE AGREEMENT or an applicable Statement of Work between LICENSOR and LICENSEE, LICENSEE shall not use the LICENSED SOFTWARE in

the operation of a time-sharing or service bureau arrangement or as an application service provider. Because this license is limited to designated hardware at a designated location, prior written authorization is required from LICENSOR to transfer the LICENSED SOFTWARE to another location. Such consent shall not be unreasonably withheld.

2.2 LICENSED SOFTWARE may not be copied, except for user manuals and operating instructions ("Documentation"). Documentation in printed or electronic form may be copied solely for use in support of the LICENSED SOFTWARE.

2.3 This Agreement does not include the right to sublicense, transfer or assign the LICENSED SOFTWARE without the prior written consent of LICENSOR, and any such attempted sublicense, transfer, or assignment shall be void.

2.4 LICENSEE is authorized to use the LICENSED SOFTWARE on a single mailing machine or other hardware as defined in SALES/LEASE AGREEMENT or an applicable Statement of Work between LICENSOR and LICENSEE only upon payment of the applicable LICENSE FEE. If LICENSEE wishes to add additional mailing machines or other hardware, then LICENSEE shall so notify LICENSOR, which shall then authorize such use upon payment of any applicable additional fees.

3.0 LICENSEE RIGHTS AND OBLIGATIONS.

3.1 Installation and Acceptance. Installation of the LICENSED SOFTWARE shall be done in accordance with the applicable invoice for such LICENSED SOFTWARE. Each copy of the LICENSED SOFTWARE shall be deemed accepted upon installation of such copy, but in no event later than sixty (60) days after the date of the SALES/LEASE AGREEMENT.

3.2 Confidentiality. LICENSEE acknowledges that the LICENSED SOFTWARE and Documentation contain proprietary and confidential information of LICENSOR. LICENSEE will not disclose or show the LICENSED SOFTWARE or Documentation, or any part thereof, to anyone for any purpose other than in order to enable LICENSEE to use the LICENSED SOFTWARE in accordance with the terms of this Agreement. Upon termination of this Agreement, LICENSEE shall return all copies of the LICENSED SOFTWARE and Documentation.

3.3 Software Maintenance. Upon payment of the appropriate maintenance support fees, maintenance support for the LICENSED SOFTWARE ("Maintenance Support") shall be provided in accordance with the terms attached hereto (the "Shipping & Mailing Maintenance Service Terms"). The attached terms are the terms in effect as of October, 2017 and they may be amended from time to time by mutual written agreement of the Contractor and the State. By execution of this Agreement, LICENSEE hereby agrees to and accepts the terms and conditions of LICENSOR's Shipping & Mailing Maintenance Service Terms. Software maintenance for modifications to the LICENSED SOFTWARE, excluding required maintenance or upgrades, that were requested by LICENSEE shall not be included within Maintenance Support and, if such support is provided, it shall be subject to additional charges at LICENSOR's then prevailing rates, per the Master Agreement.

3.4 Third Party Software. LICENSEE shall be solely responsible for: (a) entering into its own arrangements with third parties for software functionality not provided by LICENSOR as part of the LICENSED SOFTWARE; LICENSOR does not make any representation or warranty, express or implied, regarding any third party software.

4.0 PROPRIETARY RIGHTS.

4.1 The LICENSED SOFTWARE and all copies thereof are proprietary to LICENSOR or third parties under whose license LICENSOR provides the LICENSED SOFTWARE ("Third Party Licensors") and title thereto remains in LICENSOR or such Third Party Licensors. All applicable rights to any intellectual property in the LICENSED SOFTWARE or any modifications or derivative works are and shall remain in LICENSOR or such Third Party Licensors. Any third party software provided by LICENSOR remains proprietary to such Third Party Licensors. LICENSEE shall not sell, transfer, publish, disclose, display or otherwise make available the LICENSED SOFTWARE or any part thereof to anyone for any purpose other than in order to enable LICENSEE to use the LICENSED SOFTWARE as authorized by this Agreement. LICENSEE agrees to secure and protect each module, software product, documentation and copies thereof and take appropriate action by instruction or agreement with its employees or consultants who are permitted access to each program, software or documentation product to satisfy its obligations hereunder. All copies made by the LICENSEE of the LICENSED SOFTWARE, including translations, compilations, partial copies with modifications and updated works, are the property of LICENSOR. Violation of any provision of this paragraph shall be the basis for immediate termination of this Agreement. LICENSEE, in recognition of the fact that the LICENSED SOFTWARE contains highly confidential and proprietary LICENSOR information and that LICENSOR will be irreparably damaged if the security of the LICENSED SOFTWARE is breached, agrees that LICENSOR is entitled to injunctive relief, without the posting of any bond, and damages as may be determined by a court of competent jurisdiction.

4.2 Intentionally Omitted.

4.3 No Decompiling: LICENSEE shall not reverse-engineer, decompile, modify or create derivative works from the LICENSED SOFTWARE or the Documentation. LICENSEE shall not generate any source code or object code listing from the LICENSED SOFTWARE. LICENSEE further agrees not to allow or assist others to do any of the foregoing. Any rights in derivative works created by LICENSEE will be deemed to be the property of and owned by LICENSOR.

4.4 Survival Beyond Termination. The terms and provisions contained in this Section 4.0 shall survive the termination of this Agreement or any license hereunder. Upon any termination of a license hereunder, LICENSEE shall return the LICENSED SOFTWARE and Documentation and delete all copies thereof from its libraries. At LICENSOR's request, LICENSEE shall certify in writing, in a form acceptable to LICENSOR that it has complied with its obligations under this Section 4.0.

4.5 Security. LICENSEE agrees to: (a) secure and protect the LICENSED SOFTWARE and Documentation and copies thereof in accordance with the OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <http://oit.state.co.us/ois> as it pertains to the following policy, CISP-001: Access Control and CISP-007, Identification and Authentication, and (b) take appropriate action by instruction or agreement with its employees and consultants who are permitted access to the LICENSED SOFTWARE and Documentation to: (i) prevent the LICENSED SOFTWARE and Documentation or copies thereof from being acquired by unauthorized persons or put to unauthorized use, (ii) prevent unauthorized copies of the LICENSED SOFTWARE and Documentation, and (iii) otherwise satisfy its obligations hereunder.

5.0 LIMITED WARRANTY AND LIABILITY.

5.1 Limited Warranty.

5.1.1 LICENSOR warrants that for the warranty period set forth in the Participating Addendum between Licensor and Licensee, such LICENSED SOFTWARE, when properly installed, will conform to all substantial operational functions as described in the Documentation if used in the operating environment specified therein. Notwithstanding the foregoing, as enhanced versions of the LICENSED SOFTWARE are released, LICENSOR's obligation to correct problems in the LICENSED SOFTWARE shall only apply to the most recent version of the LICENSED SOFTWARE.

5.1.2 LICENSOR further warrants its rights to enter into this Agreement and/or the right to grant this license.

5.1.3 LICENSOR MAKES NO FURTHER WARRANTY AND DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE WHETHER WRITTEN OR VERBAL, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF RESULTS, PERFORMANCE, MERCHANTABILITY, OR NONINFRINGEMENT.

5.2 Limited Liability.

5.2.1 Intentionally Omitted.

5.2.2 THE AMOUNTS OF THE LIMITATIONS OF LIABILITY OF THIS AGREEMENT SHALL APPLY ONLY IN EXCESS OF ANY INSURANCE TO BE MAINTAINED UNDER SECTION 12 OF THE PARTICIPATING ADDENDUM, AND NO INSURANCE POLICY SHALL BE INTERPRETED AS BEING SUBJECT TO ANY LIMITATIONS OF LIABILITY OF THIS AGREEMENT. IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY LOST PROFITS, OR OTHER SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM OUR LIABILITY TO YOU FOR DAMAGES HEREUNDER SHALL NOT EXCEED \$1,000,000.00 EACH OCCURRENCE, OR \$2,000,000.00 GENERAL AGGREGATE.

5.2.3 In no event will LICENSOR be liable for the corruption of any data of the LICENSEE when the use of the LICENSED SOFTWARE is not within the contemplation of this Agreement.

5.3 Modification to Software. In the event LICENSEE changes or modifies the LICENSED SOFTWARE in any manner, all warranties given hereunder are canceled and same shall release LICENSOR of any further obligation or liability.

6.0 INTENTIONALLY OMITTED.

7.0 INDEMNIFICATION.

Licensor will save, and hold harmless Licensee, its employees, and agents against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of the Licensed Products when used by Licensee in accordance with the Documentation and in compliance with the terms of this Agreement and the applicable Order(s) or any act or omission by Licensor, or its employees, agents, Subcontractors, or assignees pursuant to the terms of this Contract; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS § 24-10-101 et seq., or the Federal Tort Claims Act, 28 USC § 2671 et seq., as applicable, as now or hereafter amended.

8.0 MISCELLANEOUS.

8.1 Assignment. This Agreement shall be binding upon and inure to the benefit of LICENSOR's successors and assigns. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by LICENSEE without the prior written consent of LICENSOR.

8.2 Intentionally Omitted.

8.3 Captions and Headings. All captions, headings and titles contained in this Agreement are for convenience and reference purposes only and shall not be deemed a part of this Agreement.

8.4 Partial Invalidity. If any part of this Agreement or the application thereof, is for any reason held or otherwise found to be unenforceable, it shall be deemed severable and the validity of the remainder of this Agreement or the application of such provisions to other circumstances shall not be affected thereby.

8.5 Governing Law and Jurisdiction. This Agreement shall be interpreted in accordance with the laws of the State of Colorado and the United States but without recourse to Colorado's conflict of law's provisions. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Any action brought hereunder shall be brought exclusively in the courts residing in the State of Colorado.

8.6 Export Laws. LICENSEE hereby gives assurances to LICENSOR that, unless it has obtained prior written authorization from the United States Department of Commerce or is otherwise permitted by the United States Department of Commerce Export Administration Regulations, it will not export or otherwise disclose, directly or indirectly, any technology or software received from LICENSOR nor allow the direct product thereof to be shipped, or to be disclosed either directly or indirectly, to any destination that is prohibited by the United States Government or to any foreign national that is prohibited by the United States Government.

8.7 Intentionally Omitted.

8.8 Non-waiver. A waiver of any breach or default under this Agreement shall not constitute a waiver of any other or subsequent breach or default. Failure or delay by either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.

8.9 Intentionally Omitted.

Shipping & Mailing Maintenance Services Terms (rev 10/2017)

MAILING AND SHIPPING SOFTWARE AND DATA PRODUCTS, SOFTWARE MAINTENANCE, SUPPORT, AND DATA SUBSCRIPTION SERVICES

UNITED STATES AND CANADA

Pitney Bowes ("PB" or "Contractor") offers a world class level of technical support to our clients, providing assistance in the resolution of technical issues with PB software products, ensuring that our clients have access to the most up to date versions available of their licensed software, and updates to Data subscriptions (the "Products"). Tier 1 Software Maintenance Services ("SMA" or "Maintenance Services") are available to clients. All Maintenance Services are provided in accordance with the license agreement and applicable ordering document (the "Order") between you ("Purchasing Entity") and PB related to the applicable Product. Maintenance Services do not include professional services, custom development, new feature additions, or system back-ups, which, if purchased by you, will be set forth elsewhere in your license agreement or in a separate agreement with PB.

PB will provide you with the following Maintenance Services.

SMA TIER 1 (STANDARD SOFTWARE) MAINTENANCE SERVICES.

As part of SMA Tier 1 Maintenance Services, PB will provide you with the following:

1. **SELF HELP.** 24/7 access to web self-help, user, and product support articles.
2. **TECHNICAL SUPPORT.** PB provides all technical support over the phone and via the Internet ("Remote Support") unless otherwise specified. To receive Remote Support you will be requested to provide access to your system or computer, and it is within your discretion to determine the level of access granted to PB to receive Remote Support, which you grant at your own risk. When logging an issue it is required that you provide information in sufficient detail for PB to reproduce the problem. PB can also assist you in the diagnosis of your IT environmental or infrastructure issues for an additional fee.
 - a) Telephone Support. PB Product Support is available from 8 am to 5 pm Mountain 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 www.pitneybowes.com.
 - b) Electronic Requests. You may submit a request to PB Product Support electronically by going to www.pitneybowes.com and submitting a ticket 24 hours a day, 7 days a week. Requests received outside Normal Operating Hours are processed the next business day.
3. **FIXES.** Corrections or changes to the Product to correct errors or otherwise make the Product materially conform to the applicable Product documentation (commonly referred to as "fixes" or "patches").
4. **PRODUCT UPDATES.** PB will provide you with customer-installable updates, some that may be required to support industry compliance or continued use of the Products, as they become commercially available ("Updates"). Updates may include fixes or minor changes to the Product or additional carrier functionality or routine revisions to comply with carrier requirements. Updates may include changes to the Product documentation to reflect changes included in the applicable Update. You must be fully current with the installation of all Updates to be eligible to receive Maintenance Services. PB reserves the right not to add functionality or carrier services, even though they may be available from the carrier.
5. **DATA UPDATES.** If your Product includes data that is licensed separately as a subscription ("Data"), PB will distribute to you each Update to the Data as they are made available to PB by its third party vendors, or with the frequency set forth in your license agreement or Order.
6. **RATE CHANGES.** If your Product requires carrier rate information supplied by PB, client-installable rate change replacements will be provided to you based on the carrier coverage selected in the Order. Rate change replacements include postal or carrier rate increases and decreases, zip code or zone changes and changes in service provided by carriers (e.g. required new report formats or geographical expansions) and, if elected on the Order, a single UPS custom rate change per calendar year. Rate changes do not include other custom rate changes, new classes of services offered by carriers, and new rates needed to establish a new home zip code because of a change in location.

7. **DELIVERY; IMPLEMENTATION.** All Updates, Upgrades, fixes, Data Updates and rate changes will be delivered electronically unless physical media options are provided at PB's discretion. All Updates, etc. are your responsibility to install and implement unless otherwise agreed to in writing by PB.

STANDBY SUPPLEMENT OPTION (Available in US Only).

Under your SMA, you may elect to purchase supplemental Standby Support. This option will make emergency Remote Support, (and not general user queries) available to you outside of Normal Operating Hours. You access this support by contacting the PB Product Support toll free number. This Standby option is charged at an annual or monthly rate as set forth in your Order, with additional usage fees associated with each incident of Standby Support accessed at then-current rates.

PREMIER SUPPORT ADD-ON SUPPLEMENT OPTION (Available in US Only).

Under your SMA, you may elect to purchase supplemental PREMIER SUPPORT. This option is charged at an annual or monthly rate as set forth in your Order and will make the following Premier Support service benefits available to you:

- Upon initial sign up for Premier Support, your assigned Account Manager will contact you at the phone number you provide with your Order, confirm future preferred method of contact, and discuss the following benefits.
- You will be given a premier 4-digit PIN number to access the team of Premier Support Agents and Case Managers. This gives you direct access to Level 2 Support Desk Agents and Case Managers for product support issues.
- When you use the premier PIN code, your call will be queued in front of all non-Premier calls and routed to the Level 2 Support Desk Agents. As a result, your call will be answered ahead of any other non-Premier callers.
- Your product support case will be managed by a single point of contact all the way through the resolution of your case. If Pitney Bowes determines a dispatch of a technician to your site must be created, your assigned Case Manager will coordinate the field technician visit with our dispatch center so that it is handled in an expedited manner and follow up to ensure successful resolution.
- You are able to request alternate forms of remote access sessions for product support initiated by you. Upon your request, we will make reasonable attempt to employ the remote access technology that you choose for product support.
- Should any parts be required, we will make reasonable attempt to expedite the part(s) to your location for next day installation and repair.
- Your assigned Account Manager will conduct a support assessment two (2) times per calendar year which would include consultative analysis to ensure you are optimizing the value of this level of support.

SERVICE LEVELS.

PB will use commercially reasonable efforts to respond to issues you report. Initial determination and classification of reported issues will be made by PB, who will evaluate the reported issue and assign it an appropriate security level.

SEVERITY LEVEL	DESCRIPTION OF ISSUE	STATUS UPDATES	PB ACTION
Critical	Mission-critical emergency; organization is directly impacted; and Primary functionality of the Product is lost; and No Temporary Workaround available at time of the call.	No less frequently than daily at end of day	Critical issues are worked on continuously during Normal Operating Hours until the Critical issue is resolved or a Temporary Workaround is found. A plan will be developed to resolve the issue with the primary functionality of the Product and appropriate resources will be identified to implement the plan. When Temporary Workaround is identified and implemented, the severity level is downgraded.
High	Severe loss or reduction of service; and An important function is experiencing a reproducible problem causing serious inconvenience, and primary functionality of Product is reduced; but A Temporary Workaround is available.	No less frequently than daily at end of day	High severity issues are worked on during Normal Operating Hours until the issue is resolved or a Workaround is identified. A plan will be developed to resolve the primary product functionality of the Product and appropriate resources will be identified to implement the plan.
Medium	Minor loss or reduction of service. Secondary function is impaired or experiencing an intermittent problem a <i>less</i> common operation fails frequently but with some inconvenience. Medium effort Workaround is available.	Weekly or upon request	PB will use commercially reasonable efforts to provide an acceptable Workaround and incorporate a solution to the problem in the earliest possible scheduled maintenance or product release. PB Product Support may be contacted for status monitoring of any error.
Low	Minor inconvenience of service A <i>less</i> common operation fails occasionally causing low level inconvenience. Low effort Workaround is available.	Upon Request or mutually agreeable time schedule	PB will use commercially reasonable efforts to provide a Workaround. As appropriate the issue will be logged as an error or request and a tracking number provided; every effort will then be made to incorporate a solution in a future product release. PB Product Support may be contacted for status monitoring of any error.

A "Temporary Workaround" is a Workaround that provides a temporary solution to the reported issue, but is not suitable for permanent use.

A "Workaround" is any solution to a reported issue that does not involve changing the source code of the Product, including using alternate process/approach/method to successfully accomplish the task while by-passing the problem, or installation changes including upgrading to a newer version of the Product incorporating a fix or upgrading the operating system, version, or service pack.

ELIGIBILITY. You are entitled to receive Maintenance Services for your Product under the following conditions:

- 1) Your license agreement and maintenance term are both paid up and current;
- 2) You have identified to PB appropriate technical support contacts within your organization (if your organization has 50 or more users, please see Multiple User Policy, below);
- 3) You have implemented the most current update or patch available for your Product;
- 4) You have performed routine and preventative maintenance on your systems, including disaster recovery backups, operating system updates, implementing anti-virus protection, and SQL patches and updates;
- 5) Your Product has not been modified (if such modification was performed by PB at your request, additional fees may apply for Maintenance Services on modified Product); and

- 6) Your use of the Product is in accordance with your license agreement and the documentation and in the manner reasonably intended by the Product. Maintenance Services will not be provided to installations of the Product in unsupported environments.

TERM; TERMINATION. Maintenance Services are billed and provided in 12 month periods, which begin on the effective date of your license agreement and may be renewed for subsequent 12 month periods upon a 30 day written notice of your intent to renew, prior to the end of the current term. You will receive an invoice within 45 days of commencement for each renewal term reflecting the then-current rates, per the NASPO ValuePoint Master Agreement, for Maintenance Services, which will be payable in accordance with your license agreement. If your license agreement includes a leasing arrangement, the term of Maintenance Services will be the term of your lease, and your obligation to pay for Maintenance Services will be set forth in the lease agreement. Maintenance Services are non-terminable during the term unless otherwise permitted in the license agreement (i.e. for PB's uncured material breach), or in the case of the discontinuance of or material change to the Maintenance Services by PB, which in such case will be terminable within 30 days of your receipt of notice from PB detailing the change. If PB discontinues or materially changes Maintenance Services for your Product and you elect to terminate Maintenance Services, your sole remedy will be a pro-rata refund of pre-paid but unused Maintenance Service fees (or a reduction of lease payments in the amount allocated to such Maintenance Services for the balance of the lease term).

MULTIPLE USER INSTALLATIONS (For 50+ users at any individual location).

If your Product has 50 or more users at any location within your organization, Maintenance Services are provided under the following policy:

1. You must identify a limited number of your staff to become trained by PB on the Product you license in order for such staff to be able to provide limited technical support to other users within your organization ("Authorized Personnel").
2. After staff training is complete, all users within your organization should log all initial requests for technical support with the Authorized Personnel in a manner to be determined and established by you. Authorized Personnel will be responsible for responding to all internal requests for technical support, resolving all "how to" and other questions or problems, and escalating internally within your organization for further support and determination of the nature of the problem, and ensuring that the problem is with the Product, and is not able to be addressed internally within your organization. For such problems that are unable to be addressed without PB assistance, a limited number of Authorized Personnel will be mutually agreed to as responsible for escalating requests for assistance to PB, who will then provide technical support assistance to the Authorized Personnel for issue resolution with the Product. Any issue escalated to PB for technical support must be related to the Product (and not to the organization's operating environment or other hardware or software) and must be documented in sufficient detail in order to reproduce the problem.
3. If your organization does not have Authorized Personnel available, PB may be able to provide additional technical support assistance for an additional fee (please consult your account representative for more information).

PARTICIPATING ADDENDUM ATTACHMENT 4, PITNEY BOWES DISTRIBUTION SOLUTIONS SOFTWARE LICENSE MAINTENANCE AGREEMENT TERMS

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

For

Distribution Solutions Software
(September 2015)

THIS SOFTWARE LICENSE AND MAINTENANCE AGREEMENT (this "Agreement") is between Pitney Bowes Inc. ("Contractor"), a Delaware corporation, with offices at 3001 Summer St., Stamford, CT 06926-0700, ("Pitney Bowes") and the customer ("Licensee" or "Purchasing Entity") named in the sales agreement ("Sales Agreement") or lease agreement (which agreement may include financing provisions) ("Lease Agreement") with Pitney Bowes or one of its affiliates relating to one or more of the software products named in such Agreement (whichever of the Sales Agreement or the Lease Agreement is applicable is referred to herein as the "Sales/Lease Agreement").

1 LICENSE

1.1 License Grant and Term. Pitney Bowes grants to Licensee, pursuant to, and subject to Licensee's compliance with, the terms and conditions set forth in this Agreement and subject to payment of all applicable license fees relating to the Pitney Bowes Software, and Licensee accepts a non-exclusive, non-transferable license to access and use the Pitney Bowes Software for the Term (the "License"). The "Term" is: (a) a perpetual term in the case of Pitney Bowes Software subject to a Sales Agreement; and (b) the term of the applicable Lease Agreement in the case of Pitney Bowes Software subject to a Lease Agreement. This license does not include the right to grant sublicenses. "Pitney Bowes Software" means: (a) whichever of the software named above that is listed, with prices, in the Sales/Lease Agreement, (b) any Pitney Bowes proprietary software or third party proprietary software that connects with or interfaces the software named above to any Pitney Bowes, Licensee or third party equipment, software or service, (c) any other Pitney Bowes proprietary software and third party proprietary software that are listed, with prices, in the Sales/Lease Agreement and are directly related to Licensee's use of the software referred to in clause (a), and (d) any Pitney Bowes or third party proprietary development tools provided under this Agreement that are reasonably required to use the Pitney Bowes Software. Notwithstanding the foregoing, "Pitney Bowes Software" excludes any Pitney Bowes proprietary software and any third-party software that is subject to a separate software license agreement ("Excluded Software"). All obligations with respect to Excluded Software shall be governed by such separate software license agreement and, in the case of Excluded Software that is third-party software, shall be exclusively owed to Licensee by the third-party licensor thereof.

1.2 Software Use. Licensee is authorized to use the Pitney Bowes Software and the User Manual (as defined in Section 1.4) solely for its own internal operations at the location(s) indicated in the Sales/Lease Agreement, this Agreement or any applicable Statement of Work or Statement of Work Addendum (collectively, a "SOW"). Notwithstanding the foregoing, the Pitney Bowes Software may only be installed and used outside of the United States when the base application of the Pitney Bowes Software is installed within the United States. Licensee shall not use the Pitney Bowes Software in the operation of a time-sharing or service bureau arrangement or as an application service provider. Licensee shall not allow access to the Pitney Bowes Software through any other means than those indicated in the Sales/Lease Agreement or in any applicable SOW. If this License is for a designated computer system, no authorization is required from Pitney Bowes to transfer the Pitney Bowes Software from one computer system to another at such location(s). However, transfer of the Pitney Bowes Software to another Licensee location shall require prior written consent of Pitney Bowes, which shall not be unreasonably withheld. Upon completion of the transfer, Licensee shall certify to Pitney Bowes in writing that all copies of the Pitney Bowes Software at the prior location were either transferred to the new location or destroyed.

1.3 Computer System. Licensee is authorized to install and use the Pitney Bowes Software on a server or, if deployed in a client/server configuration, on load balanced application servers, in either case with user access as defined in the User Manual or applicable SOW. If Licensee wishes to add additional computer servers or systems or users to the computer system environment, then Licensee shall so notify Pitney Bowes, which shall deliver the Pitney Bowes Software or provide access to the Pitney Bowes Software upon payment of any applicable additional fees.

1.4 User Manual. Licensee is entitled to one (1) copy of the applicable User Manual in electronic, paper or other form as

usually accompanies the Pitney Bowes Software for each License granted. "User Manual" means any manual and other written documentation (including on-line documentation) supplied by Pitney Bowes to Licensee at the time of delivery of, and for use with, the Pitney Bowes Software or in connection with Software Maintenance (other than updates or enhancements, if any, relating to carrier compliance), in each case where such manual or other documentation describes the core functionality of the Pitney Bowes Software. Pitney Bowes may make changes in the User Manual to correct or remove errors in documentation and to bring the User Manual into substantial compliance with the Pitney Bowes Software.

1.5 Backup Copies. Licensee shall have the right to make no more than two (2) copies of the Pitney Bowes Software solely for backup and archival purposes and exclusively for Licensee's internal use, provided that such copies include all original copyright and other proprietary notices.

1.6 Fees. Fees for the License and Software Maintenance, if applicable, are included in payments under the Sales/Lease Agreement. If the number of locations or the number of users or computer systems exceeds what is permitted by and/or paid for under the Sales/Lease Agreement, Pitney Bowes and its affiliates may enter into an agreement with Licensee for the appropriate license and Software Maintenance fees based on such excess or for the prior one (1) year, whichever is less, in accordance with the applicable rates then in effect, and per the Master Agreement.

1.7 Reservation of Rights. Any right not specifically granted in this Agreement by Pitney Bowes is expressly reserved. Nothing herein grants Licensee any ownership rights to the Pitney Bowes Software, or any ownership rights or license to the trademarks, copyrights, trade secrets and patents of Pitney Bowes or Pitney Bowes's licensors, other than as is necessary to execute the Pitney Bowes Software as permitted herein.

1.8 Hazardous Materials. If the Pitney Bowes Software permits the shipment of hazardous materials, the following terms apply:

- a) Licensee hereby represents and warrants that it has obtained and maintained any and all certifications, licenses or other authorizations necessary or proper in furtherance of its use of the Pitney Bowes Software, including without limitation, federal certification pursuant to United States Department of Transportation regulations regarding the identification, processing and transportation of hazardous materials. Licensee further represents and warrants that during the Term of this Agreement it will, (i) properly and consistently train its federally certified hazardous materials employee(s) concerning the entering of commodity code information into the Pitney Bowes Software in compliance with all applicable laws and regulations, (ii) ensure that any Licensee site utilizing the Pitney Bowes Software is properly certified to ship hazardous materials, (iii) ensure that a federally certified hazardous materials employee is available on any applicable site during installation of the Pitney Bowes Software, (iv) identify hazardous material commodities that are shipped, (v) prepare hazardous commodity information, (vi) enter and maintain commodity code information in the Pitney Bowes Software, and (vii) enter and maintain hazardous material templates where applicable.
- b) Licensee acknowledges and agrees that Pitney Bowes will not (i) identify what is a hazardous material, (ii) make any suggestions on what types of hazardous materials can be shipped individually or together, nor (iii) make any suggestion on what types of containers are to be used when shipping hazardous materials.

2 WARRANTY

2.1 Warranty.

- a) Pitney Bowes warrants during the Warranty Period that the Pitney Bowes Software will conform to all substantial operational functions of the Pitney Bowes Software described in the User Manual if installed and used in the operating environment specified therein or in the applicable SOW. The "Warranty Period" for the Pitney Bowes Software is as described in the Participating Addendum between Licensee and Pitney Bowes. "Acceptance" shall be deemed to have occurred (i) when Licensee has indicated its acceptance of the Pitney Bowes Software; or (ii) when the Pitney Bowes Software has been installed and conforms to all substantial operational functions as described in the User Manual therefor. Licensee shall not unreasonably withhold or delay its acceptance. If the Pitney Bowes Software does not so conform during the Warranty or Acceptance Period, Pitney Bowes shall, at its option, (i) repair the Pitney Bowes Software, (ii) replace the Pitney Bowes Software or (iii) as may be applicable, refund the License fee paid under a Sales Agreement for the non-conforming Pitney Bowes Software or, if the Pitney Bowes Software is subject to a Lease Agreement, refund payments made for the License fee and secure a release from future payments with respect to such License fee under such Lease Agreement. In the case of clause (iii), this Agreement shall be deemed to be terminated as it applies to the relevant Pitney Bowes Software.
- b) If Pitney Bowes supplies carrier rate information ("Rate Information") to Licensee in connection with this Agreement, the media upon which the Rate Information is supplied are warranted to be free from defects for a

period as described in the Participating Addendum between Licensee and Pitney Bowes). Licensee's sole remedy for breach of this warranty shall be replacement of the Rate Information media. The Rate Information itself, although obtained from carriers or other sources believed to be reasonably reliable, is not warranted to be accurate, complete or correct.

- c) The warranties in this Agreement shall not apply if the Pitney Bowes Software fails to perform as a result of: (i) the Pitney Bowes Software not having been used in a manner authorized by this Agreement or for the ordinary purpose for which it is designed or in accordance with the applicable SOW; (ii) the Pitney Bowes Software having been altered, modified, converted or repaired by anyone other than Pitney Bowes; (iii) the Pitney Bowes Software having been used with any Licensee or third-party hardware or software not specified in the applicable SOW; (iv) negligence, accident, misuse, abuse, operator error or any other cause within Licensee's control; (v) virus, contamination, loss of data, external forces, loss of electrical power or power fluctuation; (vi) casualty or sabotage; (vii) breach of this Agreement by Licensee; or (viii) any use of the Pitney Bowes Software beyond the number of locations or the number of computer systems permitted by and/or paid for under the Sales/Lease Agreement, except, in the case of clause (iv), (v) or (vi), to the extent the same results from Pitney Bowes's negligence or willful misconduct.

2.2 Warranty Limitation. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PITNEY BOWES SOFTWARE, EXCLUDED SOFTWARE, USER MANUAL, SOFTWARE MAINTENANCE AND OTHER SERVICES RELATING TO ANY OF THE FOREGOING ARE PROVIDED "AS IS"; AND PITNEY BOWES DOES NOT MAKE, AND LICENSEE SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PITNEY BOWES SOFTWARE, EXCLUDED SOFTWARE, USER MANUAL, SOFTWARE MAINTENANCE, OTHER SERVICES RELATED TO ANY OF THE FOREGOING OR ANY INFORMATION GENERATED BY LICENSEE'S USE OF THE PITNEY BOWES SOFTWARE, EXCLUDED SOFTWARE OR USER MANUAL. THE EXPRESS WARRANTIES GIVEN IN THIS AGREEMENT ARE GIVEN IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF OR RELATING TO RESULTS, ACCURACY, PERFORMANCE, RESOURCE UTILIZATION OR INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, PITNEY BOWES DOES NOT REPRESENT OR WARRANT THAT THE PITNEY BOWES SOFTWARE OR EXCLUDED SOFTWARE WILL MEET LICENSEE'S OR ANY THIRD-PARTY'S REQUIREMENTS, WILL OPERATE ERROR FREE OR UNINTERRUPTED OR FREE FROM OTHER DEFECT OF FAILURE, OR WILL BE COMPATIBLE WITH OR OPERATE IN COMBINATION WITH ANY OTHER SOFTWARE OR HARDWARE SELECTED OR USED BY LICENSEE OR ANY THIRD-PARTY, OR THAT ANY DEFECT THEREIN OR IN THE SOFTWARE MAINTENANCE IS CORRECTABLE.

3 PROPRIETARY RIGHTS

3.1 Ownership of Pitney Bowes Software. The Pitney Bowes Software, and all materials relating thereto, including, but not limited to, the User Manual, computer software (in object and/or source code form), script, programming code, data, information or HTML script, modifications, enhancements, adaptations or customizing thereof, and derivative works, and all trade secrets, know-how, methodologies and processes related to any of the foregoing and all copyrights, trademarks, patents, trade secrets and other proprietary rights inherent in or appurtenant to any of the foregoing (collectively, the "Pitney Bowes Materials") are proprietary to Pitney Bowes and/or its licensors and suppliers and shall remain the sole and exclusive property of Pitney Bowes and/or its licensors and suppliers. The Pitney Bowes Materials are protected by United States copyright and international treaty provisions. Licensee shall not sell, transfer, publish, disclose, distribute, display, copy, use or otherwise make available the Pitney Bowes Materials or copies thereof to others except as expressly permitted in this Agreement. Licensee shall not remove, disfigure or alter any of the proprietary notices or trademarks incorporated into the Pitney Bowes Materials. The Pitney Bowes Materials, and all copies thereof, including translations, compilations, partial copies, modifications and updated works, are the property of Pitney Bowes and/or its licensors and suppliers.

3.2 Security. Licensee agrees to: (a) secure and protect the Pitney Bowes Materials and copies thereof, and (b) take appropriate action by instruction or agreement with its employees and consultants who are permitted access to the Pitney Bowes Materials to: (i) prevent the Pitney Bowes Materials or copies thereof from being acquired by unauthorized persons or put to unauthorized use, (ii) prevent unauthorized copies of the Pitney Bowes Materials, and (iii) otherwise satisfy its obligations hereunder. Licensee shall be responsible for any such unauthorized acquisition, use or copying or other breach of its obligations under this Agreement.

3.3 No Decompiling. Licensee agrees not to: (a) disassemble, decompile or otherwise reverse engineer the Pitney Bowes Software or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the Pitney Bowes Software; (b) alter or modify the Pitney Bowes Software create derivative works therefrom; (c) circumvent, obfuscate or

remove any functions in the Pitney Bowes Software; (d) alter or remove any copyright and/or patent notices in the Pitney Bowes Software; (e) reuse any license key issued by Pitney Bowes or its licensors, or defeat or subvert, or attempt to defeat or subvert, the mechanisms of the Pitney Bowes Software designed to manage authorization, verification or tracking; or (f) allow or assist others (including, but not limited to, Licensee's employees and consultants who are permitted access to the Pitney Bowes Materials) to do any of the foregoing. All rights in derivative works created by Licensee will be deemed to be the property of and owned by Pitney Bowes.

3.4 Permitted Pitney Bowes Actions. During the term of the License, if Licensee is enjoined from (or Pitney Bowes believes Licensee may be enjoined from) using the Pitney Bowes Software as a result of any action or proceeding based upon any Claim (as defined in Section 6.3), or if Pitney Bowes believes that a Claim may arise, or a Claim has been asserted, Pitney Bowes may, at its own expense and without diminishing its indemnification obligations under this Agreement: (a) procure for Licensee the right to use the Pitney Bowes Software; (b) provide Licensee with substitute software with the substantial operational functions of the original Pitney Bowes Software; (c) modify the Pitney Bowes Software, provided that it has the substantial operational functions of the original Pitney Bowes Software; or (d) terminate this Agreement as it applies to the relevant Pitney Bowes Software. If this Agreement is terminated pursuant to this Section, Pitney Bowes shall:

- i. if Licensee is a party to a Sales Agreement with respect to the Pitney Bowes Software, refund to Licensee an amount equal to: (A) the license fee paid for the Pitney Bowes Software, multiplied by a fraction of which: (i) the numerator is thirty-six (36) minus the number of months between the commencement of the Warranty Period and the effective date of termination; and (ii) the denominator is thirty-six (36); plus (B) any prepaid fees for Software Maintenance for the period after the effective date of termination; or.
- ii. if Licensee is a party to a Lease Agreement with respect to the Pitney Bowes Software, secure for Licensee a release from its payment obligations with respect to the License fee for the Pitney Bowes Software and its other payment obligations with respect to any such Software Maintenance fees included in its payments under the Lease due after the effective date of termination of this Agreement.

4 SOFTWARE MAINTENANCE; TRAINING

4.1 Software Maintenance. Software Maintenance for the Pitney Bowes Software shall be provided during the Warranty Period at no additional cost to Licensee as an ancillary feature of the License in accordance with the terms and conditions of the NASPO ValuePoint Master Agreement, and the Colorado Participating Addendum.

4.2 Training. Pitney Bowes will provide product training and other services as specified in the Sales/Lease Agreement and/or applicable SOW, and per the Master Agreement.

5 LIABILITY

5.1 Excluded Damages. THE AMOUNTS OF THE LIMITATIONS OF LIABILITY OF THIS AGREEMENT SHALL APPLY ONLY IN EXCESS OF ANY INSURANCE TO BE MAINTAINED UNDER SECTION 12 OF THE PARTICIPATING ADDENDUM, AND NO INSURANCE POLICY SHALL BE INTERPRETED AS BEING SUBJECT TO ANY LIMITATIONS OF LIABILITY OF THIS AGREEMENT. NEITHER PITNEY BOWES NOR LICENSEE NOR ANY OF THEIR RESPECTIVE AFFILIATES SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY UNDER OR RELATING TO THIS AGREEMENT OR THE PITNEY BOWES SOFTWARE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFITS, LOST BUSINESS, LOST GOODWILL, LOST OR DAMAGED DATA, WORK STOPPAGE OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHAT LEGAL OR EQUITABLE THEORY MAY BE ASSERTED. THE MAXIMUM OUR LIABILITY TO YOU FOR DAMAGES HEREUNDER SHALL NOT EXCEED \$1,000,000.00 EACH OCCURRENCE, OR \$2,000,000.00 GENERAL AGGREGATE.

6 INTENTIONALLY OMITTED

7 TERMINATION

7.1 Termination. The License shall immediately terminate upon: (i) Licensee's unauthorized use, transfer or copying of the Pitney Bowes Materials, or any portion thereof; or (ii) Licensee's breach of Sections 3.1-3.3 or 9.14 or the Carrier Agreements.

7.2 Injunctive Relief. Licensee acknowledges that any breach of its obligations under this Agreement with respect to Pitney Bowes's or a third party's proprietary rights or confidential information will cause Pitney Bowes and/or such third

party irreparable injury for which there exists no adequate remedies at law, and therefore Pitney Bowes shall be entitled to injunctive relief, without the posting of any bond, in addition to all other remedies provided by this Agreement or available at law.

7.3 Intentionally Omitted.

7.4 Effect of Termination. Upon termination of the License or this Agreement, Licensee shall cease use of the Pitney Bowes Materials and shall irretrievably delete and/or remove such items from its servers, terminal and other computer systems and, to the extent not so deleted and/or removed, return such items, together with all copies thereof, to Pitney Bowes.

7.5 Survival. The following shall survive termination of this Agreement: Sections 2.2, 3.1-3.3, 5, 7.2, 7.4, 7.5 and 9 and the portions of the Carrier Agreements indicated therein as surviving.

8 FORCE MAJEURE

A party hereto shall be excused from any obligation under this Agreement to the extent and for so long as non-fulfillment of such obligation is due to fire, flood, storm, earthquake, epidemic, strike, civil war, riot, terrorism, explosion, compliance with any law, order or decree of any court or government agency or other cause beyond such party's reasonable control.

9 MISCELLANEOUS

9.1 Governing Law. If Licensee is a resident of the United States, this Agreement and the rights and duties set forth herein, shall be governed by and construed in accordance with the laws of the State of Colorado, but without recourse to that state's conflict of law's provisions. In the event of any dispute arising out of or relating to this Agreement, a suit shall be brought only in a federal or state court of competent jurisdiction located in Denver County in the State of Colorado.

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

9.3 Intentionally Omitted.

9.4 Intentionally Omitted.

9.5 Intentionally Omitted.

9.6 Intentionally Omitted.

9.7 Confidentiality. Licensee acknowledges that the Pitney Bowes Materials contain proprietary and confidential information. Licensee will not disclose or show the Pitney Bowes Materials, or any part thereof, to anyone for any purpose other than in order to enable Licensee to use the Pitney Bowes Materials in accordance with the terms of this Agreement. Upon termination of this Agreement, except as otherwise provided in Section 7.4, Licensee shall return all copies of the Pitney Bowes Materials. This Agreement (including any amendments), including the terms hereof, is confidential information of Pitney Bowes and shall not be disclosed by Licensee.

9.8 Third Party Content; Regulated Functionality. Various third party software and other documentation ("**Third Party Content**") may have been incorporated into the Pitney Bowes Materials by Pitney Bowes under permission from Pitney Bowes's licensors and suppliers. The United States Postal Service ("**USPS**") or other governmental bodies may regulate certain functionality of the Pitney Bowes Software.

9.9 Termination of Third Party Content. If Pitney Bowes's license to any Third Party Content terminates, Licensee agrees: (a) that the Sales/Lease Agreement and all other agreements between Pitney Bowes or any of its affiliates and Licensee related thereto (e.g., equipment or software maintenance agreements) shall remain in full force and effect in accordance with their terms; (b) upon Pitney Bowes' written request, to discontinue use of, and/or return the terminated Third Party Content; and that in the event of such request for discontinuance, Pitney Bowes shall have no further obligation with respect to such Third Party Content.

9.10 Other Functionality. Licensee shall be solely responsible for: (a) entering into its own arrangements with third parties, including carriers, for software functionality not provided by Pitney Bowes as part of the Pitney Bowes Software;

and (b) payment of all fees for third-party software not expressly included in the License fee paid under the Sales/Lease Agreement, including, without limitation, fees associated with Licensee's operating environment.

9.11 Licensee Cooperation. For increased visibility of both Pitney Bowes and Licensee, Licensee agrees that: (a) Pitney Bowes may refer to Licensee as a Pitney Bowes customer and to Licensee's use of the Pitney Bowes Software in a press release, public statement or sales and marketing material; and (b) Pitney Bowes may publish a case study(s) about Licensee's use of the Pitney Bowes Software, and use all or portions of such study(s) for marketing, promotional and other reasonable purposes. Licensee shall have the opportunity to review and comment on such study(s) prior to initial use by Pitney Bowes and agrees to provide any comments it may have reasonably promptly after receipt of a draft study (and in any event within thirty (30) days after such receipt).

For the foregoing purposes, Licensee hereby grants Pitney Bowes a limited, non-exclusive, nontransferable, worldwide, irrevocable royalty-free license for the term of the Sales/Lease Agreement or any other agreement between Pitney Bowes and Licensee to use the trade names and associated logos of Licensee or any of its affiliates ("Licensee Marks"). Pitney Bowes acknowledges that use of any Licensee Mark will not create in Pitney Bowes any right, title or interest in or to such Licensee Marks other than the license expressly granted herein. Licensee will reasonably cooperate with Pitney Bowes's marketing personnel regarding the above activities.

9.12 Audit. Pitney Bowes may conduct, or have conducted, during normal business hours and upon prior notice, audits of Licensee's use of the Pitney Bowes Software to verify Licensee's compliance with this Agreement. Licensee shall cooperate with such audits; and, if requested, shall provide Pitney Bowes with copies of audited materials. Such audits shall be conducted not more than once per calendar year, unless the prior audit reveals a material breach of this Agreement with respect to such use. Pitney Bowes's cost of any audit requested by it shall be borne by Pitney Bowes.

9.13 U.S. Government Restricted Rights. The Pitney Bowes Software and Materials are provided with "RESTRICTED RIGHTS". Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in FAR52.227-14 and DFAR252.227-7013 et seq. or their successors. The use of the Pitney Bowes Software by the United States Government constitutes acknowledgment of Pitney Bowes's proprietary rights in the Pitney Bowes Software. Further, the Pitney Bowes Software and Materials are deemed to be "commercial computer software" and "commercial computer software documentation" as defined in DFARS Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Pitney Bowes Software and Materials by the United States Government shall be solely in accordance with the terms of this Agreement.

9.14 Export and Other Laws. Licensee agrees that, unless it has obtained prior written authorization from the United States Department of Commerce or is otherwise permitted by the United States Department of Commerce Export Administration Regulations and, in either case, has the prior written consent of Pitney Bowes, it will not export or otherwise disclose, directly or indirectly, any technology or software received from Pitney Bowes nor allow the direct product thereof to be shipped or to be disclosed, either directly or indirectly, to any destination that is prohibited by the United States Government or to a foreign national that is prohibited by the United States Government. Without limiting the foregoing, Licensee and Pitney Bowes shall comply with all applicable laws and regulations relating to the Pitney Bowes Software and its use.

9.15 Use of Information. Pitney Bowes and its affiliates may collect and use information Licensee provides or Pitney Bowes obtains or which is derived from Licensee's use of the Pitney Bowes Software (including, without limitation, shipping information) or Software Maintenance and other services for the Pitney Bowes Software; provided that such information shall be used for Pitney Bowes's internal purposes related to macro-level systems analysis and research, customer segmentation and/or the manner or method in which Pitney Bowes conducts business with its customers.

9.16 Captions and Headings. All captions, headings and titles contained in this Agreement are for convenience and reference purposes only and shall not be deemed a part of this Agreement.

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

PARTICIPATING ADDENDUM ATTACHMENT 5, PITNEY BOWES DMT DIRECTVIEW SOFTWARE LICENSE AGREEMENT TERMS

DirectView™ Software License Agreement

The following terms apply only if you purchase a DirectView™ product from Pitney Bowes DMT and are in addition to the terms set forth in the Agreement.

THIS SOFTWARE LICENSE AND MAINTENANCE AGREEMENT ("DirectView™ Agreement") is between PBDMT ("Licensor" or "Contractor") and You ("Licensee" or "Purchasing Entity") with PBDMT or one of its affiliates relating to one or more of the DirectView™ software products named on the Order. The terms of this DirectView™ Agreement are in addition to, and do not supersede, the terms of the Agreement, except that, with respect to the Licensed Software (as defined in Section 1 below), this DirectView™ Agreement does supersede those portions of the Agreement that refer expressly to software (other than those portions that relate to financing with respect to the Licensed Software). In the event of a conflict between the terms of this DirectView™ Agreement and the Agreement with respect to the Licensed Software, the terms of this DirectView™ Agreement shall control. LICENSEE'S SIGNATURE ON THE ORDER, OR USE OR CONTINUED USE OF THE LICENSED SOFTWARE, CONSTITUTES LICENSEE'S AGREEMENT TO THIS DirectView™ AGREEMENT.

1. **Definitions.** As used in this DirectView™ Agreement, the following terms have the meanings set forth below:

"Affiliate" means an entity that Controls, is Controlled by or is under common Control with a party;

"Application" means the application, if any, identified in an Order;

"Computer" means the server or computer identified in an Order on which Licensed Products are authorized to be installed and used;

"Control" means the ownership of more than fifty percent (50%) of an entity's stock or other voting interest;

"Data Output" means the maps, reports or other information generated by analyzing or processing Subscription Data, including geocode coordinates or address corrections appended to Licensee database records.

"Data Record" means each separate, individual digital data record which is used, referenced or accessed by the Licensed Products;

"Documentation" means the current technical and user documentation for the Licensed Products, Support Guidelines and other specifications. The Documentation may be modified from time-to-time to incorporate Enhancements;

"Enhancements" means any updates, upgrades, modifications, new releases and corrective programming to the Software, Subscription Data or Documentation that are provided as part of Maintenance Services;

"Installation Site" means the location identified in an Order where the Licensed Products are authorized to be installed and used;

"Licensee" means Client or the Affiliate of Client identified in an Order that is authorized to use the Licensed Products identified therein;

"Licensor" means PBDMT or the Affiliate of PBDMT identified in an Order that is granting the license set out therein;

"Licensed Products" means the Software and Enhancements;

"Maintenance Services" means the services described in Section 8(b), below;

"MIPS" means the processing speed of a computer expressed in millions of instructions per second;

"Order" means the document pursuant to which a Licensee licenses Licensed Products and obtains related services. Each Order will be in a format substantially similar to the form set out in Exhibit 1;

"Processor Cores" or "CPU Cores" means the number of cores on each processor or CPU in the Computer;

"Remote Access" means access to and use of the Licensed Products, including, without limitation, the submission and/or receipt of data, documents or processing instructions, directly or indirectly via a server, Internet, independent software application or otherwise, to the Computer, from locations other than the Installation Site;

"Service Provider" means a Licensee that uses the Licensed Products to perform services, including, without limitation: to verify address information and/or provide postal-related services; develop, design, archive, process and/or print bills, statements or other business documents; merge or convert print stream data; append geographic coordinates to address records or other data and/or perform other data processing services; for entities other than Licensee, such as an Affiliate;

"Software" means the computer software identified in an Order which may include DirectView™ products;

"Subscription Data" means data files, including, but not limited to, postal, census, geographic, demographic, and other data, that are either identified in an Order or otherwise licensed with certain of the Licensed Products;

"Support Guidelines" means the then current technical support guidelines for the Licensed Products located at <http://www.pbinsight.com/resources/qet/9898>;

"Transaction" means a record or user query that is submitted to the Licensed Products;

"User" means an individual authorized by Licensee to use the Licensed Products in accordance with an Order regardless of whether the individual is actively using the Licensed Products at any given time; and

"Warranty Period" means the warranty period set forth in the Participating Addendum between Licensor and Licensee for Licensed Products and Maintenance Services.

2. **Scope of Agreement; Orders by Licensee.** From time to time during the term of this DirectView™ Agreement, Client may license Licensed Products and obtain Maintenance Services by entering into

one or more Orders, which will become effective when executed by both parties. Each Order will constitute a separate contract between the parties, and will be governed in all respects by the terms of this DirectView™ Agreement and the applicable Order. Affiliates of Client are authorized to place Orders under this DirectView™ Agreement (each a "Client Affiliate"). By submitting an Order under this DirectView™ Agreement, Client Affiliate is deemed to agree to be bound by the terms of this Agreement. The term "Licensee" as used in this DirectView™ Agreement and the applicable Order will be deemed to refer to either Client or such Client Affiliate entering into the Order.

3. **Grant of License.** Subject to the terms and conditions of this DirectView™ Agreement and all Orders, Licensor hereby grants to Licensee a non-exclusive, non-transferable license to use the Licensed Products in accordance with the terms of this DirectView™ Agreement and the applicable Order. Unless otherwise identified in an Order, the Subscription Data is licensed for twelve (12) month terms and the license to the Subscription Data may be renewed for additional twelve (12) month terms as part of Maintenance Services in accordance with Section 8. The grant of rights to the Licensed Products is not a sale of the Licensed Products. Licensor and its third party providers reserve all rights not expressly granted by this DirectView™ Agreement.

4. **Use of Licensed Products.**

a) Licensee is permitted to use the Licensed Products and Data Output only for its own internal business purposes. The Licensed Products will be installed and used only at the Installation Site on the Computer containing up to the number of MIPS or Processor Cores set out in the applicable Order and utilizing the operating system set out therein. If the Licensed Products are installed in a virtual environment, the number of Processor Cores within the environment that may be used, in whole or in any part, to access the Licensed Products will be set forth in the applicable Order. Remote Access to the Licensed Products and use of the Licensed Products as a Service Provider are prohibited unless otherwise authorized in the applicable Order. Additional terms of authorized use are as set forth in the applicable Order, and may include limitations on: (i) the number of Users; (ii) the Application authorized to access the Licensed Products and use the Data Output; and (iii) the number of Transactions processed or 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 specific number of User licenses purchased, or may be installed on multiple devices so long as the number of Users do not exceed the number of licenses purchased.

b) Licensee may add additional Processor Cores or MIPS to the Computer, transfer the Licensed Products to a different computer with more MIPS or Processor Cores, utilize the Licensed Products with a different operating system, process additional Transactions or add Users or Applications upon PBDMT written consent and the payment of applicable fees. If the Installation Site is located in the United States, such Installation Site may be changed to another location within the United States upon written notice to Licensor, but may not be changed to a location outside the United States absent Licensor's prior written consent. If the Installation Site set forth in the Order is located outside of the United States, such Installation Site may be changed to another location within the

original country upon notice to Licensor, but may not be changed to a different country absent Licensor's prior written consent.

c) Licensee may make a reasonable number of copies of the Licensed Products and Documentation solely for back up or disaster recovery purposes. Licensee must reproduce all copyright, trademark, trade secret and other proprietary notices in such copies. The back up or disaster recovery copies can only be used to perform disaster recovery testing or if the Computer becomes inoperative. If the Computer becomes inoperative, the Licensed Products can only be used on a back-up computer utilizing the same operating system with equal to or a fewer number of Processor Cores or MIPS as the Computer. Except to perform disaster recovery testing in accordance with Licensee's disaster recovery procedures, Licensee is not permitted to use the back up or disaster recovery copies of the Licensed Products for production or testing concurrently with the production or testing copies of the Licensed Products.

d) Licensee may install, for a period not to exceed fifteen (15) days from date of installation, Enhancements in a test environment for the sole purpose of determining if such Enhancements will be deployed by Licensee on the authorized Computer(s). Thereafter, Licensee is permitted to install only the authorized number of licensed copies of the Licensed Products on the authorized Computers.

e) Licensee may, upon prior written notice to Licensor, permit its third party contractors to access and use the Licensed Products solely on behalf of, and for the benefit of, Licensee, so long as: (i) contractor agrees to comply fully with all terms and conditions of this Agreement and the applicable Order(s) as if they were Licensee; (ii) Licensee remains responsible for each contractor's compliance with this Agreement and the applicable Order(s) and any breach thereof; (iii) any User limitation includes User licenses allocated to Contractors; and (iv) the contractor is not a competitor of PBDMT, Licensor or any Licensor Affiliate. All rights granted to any contractor hereunder terminate immediately upon conclusion of the services rendered to Licensee that gives rise to such right. Upon termination of such rights, contractor must immediately cease all use of the Licensed Products, un-install and destroy all copies of the Licensed Products, Documentation and any other Licensor information in its possession, and must certify in writing upon Licensor request of compliance with this section.

f) In addition to the terms of this DirectView™ Agreement and the Order(s), are hereby incorporated into this DirectView™ Agreement by reference.

5. **General Use Restrictions.**

a) Licensee will not: (i) make derivative works of the Licensed Products; (ii) reverse engineer, decompile or disassemble the Licensed Products or any portion thereof; (iii) make copies of the Licensed Products or Documentation except as otherwise authorized in Section 4(c) or an Order; (iv) disclose the Licensed Products, Documentation or any other Licensor information marked confidential or proprietary to any third party; (v) sublicense, rent, lease, lend, or host the Licensed Products to or for other parties; (vi) attempt to unlock or bypass any initialization system, encryption methods or copy protection devices in the Licensed Products; (vii) modify, alter or change the Licensed Products; (viii) alter, remove or obscure any patent,

trademark or copyright notice in the Licensed Products or Documentation; or (ix) use components of a Licensed Product independent of the Licensed Products they comprise.

- b) Licensee is prohibited from using the Licensed Products within or in conjunction with in-flight navigation or any vehicle navigation system providing turn-by-turn directions.
- c) Licensee will not use Data Output outside of the Application designated in the Order (if applicable), or disclose Data Output to third parties except as authorized in the applicable Order(s), including the longitude and latitude or "x,y" coordinates contained therein. Any authorized disclosure of Data Output to third parties must prohibit those third parties from selling, sublicensing or disclosing the Data Output to additional third parties and from using the Data Output for any purpose other than as authorized in the applicable Order(s). Licensee may use Data Output to derive conclusions or recommendations that form part of Licensee's services to its customers, but Licensee may not provide Data Output as part of those services. Licensee may translate Subscription Data into other data formats so long as use of the Subscription Data in all formats does not exceed the limits of this DirectView™ Agreement and the applicable Order(s).

6. Fees: Payment Terms.

Licensee will pay to Licensor, or Licensor's authorized designee or agent, the license, maintenance, training and any other fees set out in an Order, and per the Master Agreement. All fees identified in an Order or this Agreement and any applicable taxes are due and payable within forty five (45) days from the date of Licensor's invoice. Licensee will pay a late charge of one percent (1%) per month or the highest amount permitted by law, whichever is less, on any fees not paid by the due date. Unless otherwise identified in an Order, all fees are stated in and will be paid in United States currency.

7. Indemnification.

Licensor will save, and hold harmless Licensee, its employees, and agents against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of the Licensed Products when used in accordance with the Documentation and in compliance with the terms of this Agreement and the applicable Order(s) or any act or omission by Licensor, or its employees, agents, Subcontractors, or assignees pursuant to the terms of this Contract; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS § 24-10-101 et seq., or the Federal Tort Claims Act, 28 USC § 2671 et seq., as applicable, as now or hereafter amended. Licensor will have control of the defense and will defend at its own expense, any claim or litigation to which this indemnity relates, including the right to settle any such claim. Licensee must notify Licensor promptly of any such claim and provide reasonable cooperation to Licensor, upon Licensor's request and at Licensor's cost, to defend such claim. Licensor will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. Licensee may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

8. Maintenance: Renewal of Term License.

- a) Licensee will obtain Maintenance Services for Licensed Products for the initial term set forth in the Order and for the fees set forth therein. Following such initial term, Licensee may elect to purchase additional Maintenance Services in twelve (12) month terms at Licensor's then current rates, and approved

under the NASPO ValuePoint Master Agreement, in accordance with this Section 8.

- b) Maintenance Services consist of: (i) reasonable amounts of telephone support to assist Licensee with the use of the Licensed Products in accordance with the Support Guidelines; (ii) Enhancements provided to other licensees of the Licensed Products who have paid for Maintenance Services for the current maintenance term; (iii) Subscription Data, as applicable; and (iv) the correction of errors or non-conformities with the Licensed Products in accordance with the Support Guidelines. Telephone support is provided only to the individuals located at a single designated location. If Licensor is unable to correct a reported error or non-conformity that is classified in the Support Guidelines as a critical or high severity level problem within thirty (30) days following notice from Licensee or an additional period of time reasonably agreed to by the parties, Licensee may terminate Maintenance Services for such Licensed Products and receive, as its remedy, a pro-rata refund of the fees paid for Maintenance Services for the balance of the existing maintenance term.

- c) Maintenance Services for the Licensed Products may be terminated by Licensee prior to the end of a term upon notice to Licensor. Licensor may terminate Maintenance Services for the Licensed Products upon at least thirty (30) days written notice to Licensee prior to the end of any term and upon thirty (30) days written notice to Licensee for any superseded versions of the Licensed Products or if the Licensed Products are licensed for use on an operating system or Computer that is no longer supported by their developer or manufacturer.

- d) If Licensee terminates or declines to renew Maintenance Services for the Licensed Products and subsequently elects to renew Maintenance Services, Licensee will pay to Licensor the fees, per the Master Agreement, for the subsequent twelve (12) month renewal term plus the applicable fees for the total period of non-maintenance.

- e) Prior to the expiration of the term to any Licensed Products licensed on a limited term, Licensee may renew or extend the term license for such Licensed Products upon agreement by Licensor at rates and for the duration set forth in a quote issued by Licensor. Licensee may issue Licensor a purchase order for such renewal as set forth in the quote, provided such purchase order will: (i) incorporate the terms of the DirectView™ Agreement and the applicable Order, as may be amended; and (ii) not introduce any new terms. The parties agree that any pre-printed terms on such purchase order will have no force or effect, and Licensor hereby expressly disclaims any acceptance of such additional terms. If a Licensee has a term license to the Licensed Products, Licensee must renew the term license in order to purchase and obtain additional Maintenance Services for such Licensed Products.

9. Training: Services.

In consideration of the additional fees for training set out in an Order, Licensee may attend the training class identified therein. Licensee must attend and, if the training is on-site at Licensee's location, permit Licensor to perform the training course prior to the expiration date set out in the Order. If Licensee fails to have any personnel attend the training class or permit Licensor to perform the training class prior to such expiration date, Licensor will not provide Licensee with a refund.

10. Warranties; Disclaimers.

- a) Licensor represents and warrants that it has the right to grant to Licensee the rights granted hereunder.
- b) Licensor represents and warrants that during the Warranty Period the Licensed Products will perform all material functions set out in the Documentation for such Licensed Products and otherwise operate in substantial accordance with such Documentation. If, during the Warranty Period the Licensed Products fail to comply with this warranty, Licensee must notify Licensor in writing of any alleged errors or non-conformities with the Licensed Products. Licensor will have thirty (30) days from receipt of such notice or an additional period of time as reasonably agreed to by the parties to correct such errors or non-conformities in accordance with the Support Guidelines. If Licensor is unable to timely correct such errors or non-conformities, Licensee may elect to terminate the license to such Licensed Products. If Licensee terminates the license to such Licensed Products during the Warranty Period in accordance with this Section, Licensee will, as its remedy, receive a refund of all fees previously paid for such Licensed Products.
- c) EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS DirectView™ AGREEMENT, THE LICENSED PRODUCTS ARE PROVIDED "AS IS" AND LICENSOR AND ITS THIRD PARTY SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED PRODUCTS AND SERVICES FURNISHED UNDER THIS DirectView™ AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, ACCURACY, RELIABILITY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.
- d) THE LICENSED PRODUCTS MAY CONTAIN A DISABLING DEVICE OR DEVICE REQUIRING ENABLEMENT: (i) TO COMPLY WITH REQUIREMENTS OF REGULATORY AUTHORITIES; (ii) TO PREVENT USE OF THE LICENSED PRODUCTS BEYOND THE TERM OF A LICENSE IDENTIFIED IN AN ORDER OR ON A COMPUTER OTHER THAN THE COMPUTER AUTHORIZED IN AN ORDER; AND/OR (iii) TO PREVENT USE OF THE LICENSED PRODUCTS IN EXCESS OF ANY TRANSACTIONS (OR OTHER RESTRICTIONS) OR BY MORE THAN THE NUMBER OF USERS SET OUT IN AN ORDER.

11. Limitation of Liability.

THE AMOUNTS OF THE LIMITATIONS OF LIABILITY OF THIS AGREEMENT SHALL APPLY ONLY IN EXCESS OF ANY INSURANCE TO BE MAINTAINED UNDER SECTION 12 OF THE PARTICIPATING ADDENDUM, AND NO INSURANCE POLICY SHALL BE INTERPRETED AS BEING SUBJECT TO ANY LIMITATIONS OF LIABILITY OF THIS AGREEMENT NEITHER PARTY NOR PBDMT'S THIRD PARTY SUPPLIERS WILL BE LIABLE FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, OR LOST DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. LICENSOR'S MAXIMUM LIABILITY TO LICENSEE FOR DAMAGES HEREUNDER SHALL NOT EXCEED \$1,000,000.00 EACH OCCURRENCE, OR \$2,000,000.00 GENERAL AGGREGATE.

12. Term; Termination.

- a) This DirectView™ Agreement will commence as of the date set forth above and will continue in effect until terminated as set

forth in this DirectView™ Agreement or as agreed to in writing signed by both parties. Each Order or SOW will be effective as of the date set forth in such Order or SOW and will remain in effect until its expiration. Any Order entered into before the termination of this DirectView™ Agreement will remain in full force and effect for its entire term and this DirectView™ Agreement will remain in full force and effect for purposes of such Order until the termination of such Order, or in the case of perpetual licenses granted under an Order, for the duration of the the Participating Addendum between Licensor and Licensee is terminated or expired.

- b) Upon: (i) expiration of a term license to any of the Licensed Products, unless such term license is renewed; (ii) termination or expiration of the license to any of the Licensed Products for any reason; or (iii) termination of an Order, Licensee will immediately cease use of the applicable Licensed Products and delete and/or remove all copies of such products from its servers, terminals and other computer systems and promptly return or destroy all copies of the Licensed Products, Documentation and any other Licensor confidential and proprietary information in Licensee's possession. If requested, Licensee will certify compliance with the foregoing in writing.
- c) Sections 6 (Fees, Payment Terms), 7 (Indemnification), 10 (Warranties, Disclaimers), 11 (Limitation of Liability), 12 (Term, Termination), 16(e) (General), 17 (Applicable Law), 18 (Verification) and other sections that by their nature are intended to survive will survive termination of this Agreement or an Order indefinitely or to the extent set out therein.

13. Force Majeure. Except for Client's payment obligations, neither party is responsible from any delay or failure to perform resulting from causes beyond its reasonable control.

14. Assignment. Licensee is not permitted to transfer or assign (by operation of law or otherwise) any of its rights or obligations under an Order or this DirectView™ Agreement without the prior written consent of Licensor, which consent will not be unreasonably withheld, delayed or denied. Any such transfer or assignment without Licensor's written consent will be void and of no force and effect.

15. Publicity. Subject to Licensee's written consent, which will not be unreasonably withheld, delayed or denied, Licensor may prepare a press release, case study or other collateral regarding Licensee's use of the Licensed Products. Otherwise, neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party except Licensor can use Licensee's name in Licensor's client list.

16. General.

- a) No waiver of any breach of any provision of this DirectView™ Agreement or an Order by either party or the failure of either party to insist on the exact performance of any provision of this DirectView™ Agreement or an Order will constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver will be effective unless made in writing.
- b) Any notice alleging a breach of this DirectView™ Agreement must be in writing and be sent by overnight courier or delivered in person to the party's address set forth in this DirectView™ Agreement. Any other notice required to be provided by Licensor under this Agreement may be sent by postal mail service or e-mail to the individual designated by Licensee. Any notice

delivered to Licensor hereunder must be sent to the attention of "Contract Administration."

- c) If any provision of this DirectView™ Agreement or an Order, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions of the DirectView™ Agreement or Order will remain in full force and effect.
- d) If physical delivery of the Licensed Products is required, delivery of the Licensed Products will be FOB Destination. Licensor may, to the extent available, deliver the Licensed Products, Enhancements or key codes electronically via the Internet or permit Licensee to download the Licensed Products, Enhancements or key codes from Licensor's website.
- e) Licensee agrees not to export, re-export, or provide the Licensed Products to: (i) any country to which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specialty Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Denied Persons List; or (iv) any person or entity where such export, re-export or provision violates any U.S. Export control or regulation.
- f) Each party will act as an independent contractor and employees of each party will not be considered to be employees of the other party. No agency, partnership, joint venture or other joint relationship is created by this Agreement. Neither party may make any commitments binding on the other, nor may either

party make any representation that they are acting for, or on behalf of, the other.

- 17. **Applicable Law.** This DirectView™ Agreement will be governed by, and construed in accordance with, the laws of the State of Colorado without regard to its principals of conflict of laws. In the event of any dispute arising out of or relating to this DirectView™ Agreement, a suit will be brought only in a federal or state court of competent jurisdiction located in Denver County in the State of Colorado.
- 18. **Verification.** Upon ten (10) days written notice, Licensor or its designated third party may verify Licensee's compliance with the terms of the DirectView™ Agreement and applicable Order at all locations and for all environments in which Licensee uses the Licensed Products. Such verification will take place no more than one (1) time per twelve (12) month period during normal business hours in a manner which minimizes disruption to Licensee's work environment. Licensor may use an independent third party under obligations of confidentiality to provide assistance. Licensor will notify Licensee in writing if any such verification indicates that Licensee has used the Licensed Products in excess of the use authorized by the DirectView™ Agreement or Order. Licensee agrees to promptly enter into an Order and pay all associated fees directly to Licensor for: (i) any excess use; and (ii) maintenance and/or subscription fees for the excess use for the duration of such excess (1) one year, whichever is less.
- 19. **U.S. Government Restricted Rights.** If Licensee is an agency of the United States Government, the Licensed Products will be deemed "commercial computer software" or "commercial computer software documentation" and the Government's rights with respect to such Licensed Products and Documentation are limited by the terms of this DirectView™ Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable.

PARTICIPATING ADDENDUM ATTACHMENT 6, PITNEY BOWES SENDPRO CLICKWRAP AGREEMENT TERMS



SendPro Terms of Use - Subscription with Equipment Lease

Thanks for using our SendPro™ service, an online service that simplifies mailing and shipping (the "Service"). Please read these Terms of Use (the "Terms") carefully. By using the Service or signing up for an account, you're agreeing to these Terms.

We'll start with the basics, including a few definitions that should help you understand this agreement. The Service is a service offered by Pitney Bowes Inc. and its affiliates ("we", "us" and "our") that allows you to manage addresses, print labels and track shipments so that you can send letters, packages and parcels through the United States Postal Service (the "USPS"), FedEx ("FedEx") and United Parcel Service ("UPS"). This web site (the "Site") is owned and operated by us.

These Terms define the terms and conditions under which you're allowed to use the Service and how we'll treat your account while you're utilizing the Service. If you have any questions about our terms, feel free to contact us.

ACCOUNT – USE OF SERVICE - CHANGES

1. Eligibility

In order to use the Service, you must: (a) complete the registration process; and (b) agree to the terms and (c) provide true, complete and up to date contact information for so long as you access the Service. You agree that you won't use the Service 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 these Terms.

2. Use of the Service

Upon the payment of fees, and for so long as you comply with these Terms, we grant you a non-exclusive, non-transferable license to access and use the Service for up to the number of users purchased by you for the Term (which is defined in Section 3 below). You may upgrade your plan for additional fees. We reserve all rights to the Service not expressly granted to you in these Terms. Your access to and use of the Site may be interrupted from time to time for various reasons, including malfunction of equipment, periodic updating, maintenance or repair of the Site, or other actions that we may elect to take. You agree that you will use the Service only for business or commercial purposes and not for personal, family or household purposes. You further agree not to use the Service to send infringing, obscene, threatening or unlawful or tortious material or disrupt other users of the Service. Disruptions include denial of service attempts, propagation of computer worms and viruses, or use of the Service to make unauthorized entry to any other device accessible via the Service. In addition, you will not reverse engineer, decompile or disassemble the Service. The occurrence of any of the foregoing will be deemed a material breach and we may immediately terminate your use of the Service.

3. Term and Termination

The Term begins when you sign up for the Service and continues for the Lease Term (which is defined in Section 8 below). At the end of the Term, we may permanently delete your account and all the data associated with it.

4. Changes

We may change the Service and any features of the Service from time to time. In addition, we may change any of these Terms by written mutual agreement of the Parties. If the proposed changes to the Terms are materially adverse to you, you may terminate your account and the lease of the Equipment by giving notice to us of your election to terminate within thirty days after we gave you notice of any material change.

5. Account and Password

By registering for the Service, you will be prompted to establish certain passwords and/or provide other access information to enable you to use the Service. The account name, password and/or access information is confidential information and should be used solely by you to access your account and use the Service. You're responsible for keeping your account name, password and access information confidential. You'll take all reasonable steps to prevent unauthorized access to your account and you'll immediately notify us of any unauthorized use of your accounts. 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.

LEASE OF HARDWARE

7. Hardware

As part of your subscription, we will lease to you equipment consisting of a scale and a label printer (the "Equipment"). **THE EQUIPMENT IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT. YOU BEAR THE ENTIRE RISK OF LOSS TO THE EQUIPMENT FROM THE DATE OF SHIPMENT BY US TO YOU. WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT. ALL WARRANTIES, IF ANY, WITH RESPECT TO THE EQUIPMENT ARE MADE BY THE MANUFACTURER OF THE EQUIPMENT.**

8. Intentionally Omitted

9. Servicing of Hardware

If the Equipment ceases to function properly during the Term of the Lease, we will replace the Equipment by promptly shipping to you, at no additional cost, new, reconditioned or remanufactured equipment of the same or a functionally equivalent model; however, we will not replace the Equipment if we determine that the failure of the Equipment resulted from your negligence or misuse of the Equipment or from an accident.

PAYMENTS

10. Fees; Payment Terms

The fees for the use of the Service will be as agreed to at the time you register for the Service and will remain in effect during the Term. These fees do not include the postage, shipping or other charges imposed by the carrier for printing labels and sending parcels through the USPS or another carrier. Your subscription for the use of the Service together with the payments for the lease of the Equipment will be billed quarterly 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.

11. Intentionally Omitted

12. 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. All charges by the USPS for the sending of parcels through the Service (such charges are called "Shipping Charges") and all fees for the use of the Service will be charged to your Reserve Account, if any, 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. All charges by any other carrier other than the USPS for the sending of parcels through the Service will be billed directly by the carrier.

USPS/CARRIER REQUIREMENTS AND TERMS

13. USPS Regulations

If you use the Service to send parcels 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) fail to exercise sufficient control over your account to prevent fraudulent or unlawful use, (c) 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 (d) 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 shall 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 USPS has granted 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 the 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, and (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.

14. Carrier Requirements

If you use the Service to send parcels 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 UPS are located at <https://www.ups.com/>.

RIGHTS

15. Trademarks

Pitney Bowes, the Pitney Bowes logo, and associated brand names and domain names are our trademarks in the United States and/or other countries. All marks not owned by us are the property of their respective owners. You may not use, and nothing contained on the Site or in these Terms grants any right to use, any trademark displayed on the Site without our written permission or the respective owner of such trademark.

16. Use of the Site

You agree that content on the Site is protected by copyrights, trademarks and other intellectual and proprietary rights; and these Terms and applicable copyright, trademark and other laws govern your use of content on the Site.

LIABILITY

17. LIMITATION OF LIABILITY

THE AMOUNTS OF THE LIMITATIONS OF LIABILITY OF THIS AGREEMENT SHALL APPLY ONLY IN EXCESS OF ANY INSURANCE TO BE MAINTAINED UNDER SECTION 12 OF THE PARTICIPATING ADDENDUM, AND NO INSURANCE POLICY SHALL BE INTERPRETED AS BEING SUBJECT TO ANY LIMITATIONS OF LIABILITY OF THIS AGREEMENT. WE WON'T BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR REVENUE, 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. THE MAXIMUM LICENSOR'S LIABILITY TO LICENSEE FOR DAMAGES HEREUNDER SHALL NOT EXCEED \$1,000,000.00 EACH OCCURRENCE, OR \$2,000,000.00 GENERAL AGGREGATE.

18. INTENTIONALLY OMITTED

19. DISCLAIMER

THE SERVICE AND THE CONTENT ON THE SITE ARE PROVIDED BY US "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, ACCURACY, RELIABILITY AND NON-INFRINGEMENT, AND YOU WAIVE ALL WARRANTIES FROM US TO THE MAXIMUM EXTENT PROVIDED BY LAW.

20. Protection of Personal Information

We understand and acknowledge that, to the extent our obligation in this Agreement involve or necessitates the use of Personal information, we will act only in accordance with this Agreement.

We acknowledge and agree that our obligations under this Agreement with respect to personal information is subject to all data privacy applicable laws, regulations (such as Gramm-Leach-Bliley Act, and/or Health Insurance Portability and Accountability Act) and industry standards relating to the privacy, confidentiality, or security of Personal information obtained during their performance under this Agreement.

You acknowledge and agree that we will be entitled to provide personal information to third parties in order to fulfill the services under this Agreement; provided, however, that we will first enter into agreement(s) that binds said third parties to the terms and conditions set forth in §7 of Exhibit A to the Participating Addendum.

We will maintain a comprehensive written information security program that includes appropriate administrative, technical and physical safeguards and other security measures designed to ensure the security and integrity of personal information in accordance with industry standards and the applicable privacy laws.

We retain your personal information for the period necessary to fulfill the purposes outlined in this Agreement, unless a longer retention period is required or allowed by law; or to otherwise fulfill a legal obligation.

LINKS TO THIRD PARTY SITES

21. Third Party Sites

The Site and these Terms 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.

MISCELLANEOUS

22. Assignments

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

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

These Terms will be governed by the laws of the State of Colorado.

24. Force Majeure

We won't be liable for any delays or failure in performance of any part of the Service, from any cause beyond our control. This includes acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, strikes, power blackouts, and acts of hackers or third-party internet service providers.

25. Amendments and Waiver

Changes to these Terms won't be effective until agreed upon in writing by both parties. If we don't immediately take action on a violation of these Terms, we're not giving up any rights under these Terms, and we may still take action at a later point.