

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE and
NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS
MAIL ROOM EQUIPMENT, SERVICES AND SUPPORT
Administered by the State of Arizona (hereinafter "Lead State")

MASTER PRICE AGREEMENT

Pitney Bowes Inc.
ADSP011-00000411-7
(hereinafter "Contractor")

And

State of Arizona
(hereinafter "Participating State")

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1. **Scope:** This addendum covers the WSCA/NAPSO Mail Room Equipment, Services and Support contract lead by the State of Arizona for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts.

2. **Participation:** Use of specific WSCA/NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. **Participating State/Contractor Modifications or Additions to Master Price Agreement:**

Changes: Effective date of PA: December 23, 2011 (Participating Addendum Effective Date).

Types of allowed transactions: Purchase, Meter Rental

Excluded Items:

Leases and Rentals Items are not allowed under this Participating Addendum. This can only be changed by a Amendment to this Participating Addendum.

3.1 The following attachments are hereby incorporated in this Participating Addendum.

- A Exhibit "A"- WSCA MPA Price Book (please see attachment in ProcureAZ_
- B. Exhibit "B" – Pitney Bowes Inc. list of authorized sales and service providers for the State of Arizona
- C Exhibit "C" – Link to Arizona dedicated website
- D. Exhibit "D" - Postage Meter Rental Agreement and Postage Meter Rental Terms and Conditions
- E. Exhibit "E" Purchase Power Terms and Conditions

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3.2 Any and all software licensing agreements shall be agreed to in writing by the participating entities authorized individual and Pitney Bowes Inc. before any software purchases are allowed.

3.3 Purchase Power Terms and Conditions shall be agreed to in writing by the participating entities authorized individual and Pitney Bowes Inc. before any services are provided. This will be done on an individual case by case basis. These Terms and Conditions have been provided for review but have not been negotiated.

3.4 Administrative Fee language in the Special Terms and Conditions pertaining to Arizona shall apply. The State of Arizona's pricing will not alter with the collection of the State of Arizona Admin fee. The State of Arizona required quarterly usage reports in the State required format (available at http://spo.az.gov/Contractor_Resources/Admin_Fee/default.asp)

3.4 Order of Precedence – The Order of Precedence for this agreement is as follows:

3.4.1 State of Arizona Participating Addendum

3.4.2 Master Price Agreement

3.4.2.1 MPA Order of Precedence is as defined in the Arizona Uniform Terms and Conditions

4. Postage Meter Rental: All Postage Metal Rental shall comply with the Postage Meter requirements of the Federal Government postage meter requirements.

5. Primary Contacts: The primary contacts individual for this participating addendum are as follows (or their named successors):

Lead State

| | |
|-----------|---|
| Name | Stacy Ingalls, Senior Procurement Officer |
| Address | Arizona DOA-SPO, 100 N. 15 th Ave, Suite 201, Phoenix, AZ 85007 |
| Telephone | 602-542-9134 |

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| | |
|--------|-------------------------|
| Fax | 602-542-5508 |
| E-mail | stacy.ingalls@azdoa.gov |

Contractor – Contract Terms and Conditions

| | |
|-----------|--|
| Name | Arthur E. Adams, Jr., Director State and Local Contracts |
| Address | 1 Elmcroft Rd, Stamford, CT 06926 |
| Telephone | 203-351-7866 |
| Fax | 203-460-3827 |
| E-mail | art.adams@pb.com |

Contractor – Local Strategic State Account Manager

| | |
|-----------|---|
| Name | Bill Walter |
| Address | 385 Inverness Parkway Ste 400, Englewood CO 80112 |
| Telephone | 303-641-9575 |
| Fax | 203-460-5758 |
| E-mail | bill.walter@pb.com |

Participating Entity

| | |
|-----------|--|
| Name | Stacy L. Ingalls, Senior Procurement Officer |
| Address | AZDOA-SPO, 100 N. 15 th Ave, Suite 201, Phoenix, AZ 85007 |
| Telephone | 602-542-9134 |
| Fax | 602-542-5508 |
| E-mail | stacy.ingalls@azdoa.gov |

6. Authorized Dealer, Resellers, and Sales and Service providers:

All Pitney Bowes dealers, resellers and sales and service providers authorized in the State of Arizona, as shown in attachment B, are approved to provide sales and service support to participants in the NASPO Master Price Agreement. Any changes to this list shall be approved through an amendment to the PA. The Pitney Bowes dealer's participation will be in accordance with the terms and conditions set forth in this Participating Addendum and the aforementioned Master Price Agreement. All sales and service providers shall be approved by the State of Arizona before any work or sales may be made by them under this contract.

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7. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to WSCA/NASPO Contract # ADSP011-00000411-7" and Arizona PA Contract # ADSP012-015487 (2) Issuers Name, Address, Contact, & Phone-Number.

All orders, remittance address and payments shall be made out to Pitney Bowes Inc. All invoices shall reference Pitney Bowes Inc. and shall reference both the WSCA/NASPO MPA Contract # ADSP011-00000411-7 as well as the Arizona State Contract # ADSP012-015487

8. Payments

Pitney Bowes Inc will accept the follow forms of payment from any participating entities. Check, ACH, P-Card (with the exception of postage). There shall be no additional charge for any payment method.

9. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: ADSP012-015487 and the Lead State price agreement number: ADSP011-00000411-7.

10. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

11. Individual Customer:

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights

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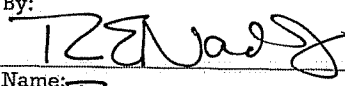
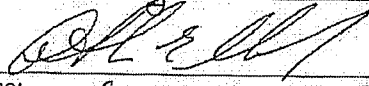
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and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum # ADSPO12-015487 and the Master Price Agreement number ADSPO11-00000411-7 (administered by the State of Arizona) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof.

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

| | |
|---|--|
| Participating State: <i>State of Arizona</i> | Contractor: <i>Pitney Bowes Inc.</i> |
| By:  | By:  |
| Name: <i>Raymond Nader</i> | Name: <i>Arthur E. Adams Jr.</i> |
| Title: <i>Procurement Services Manager</i> | Title: <i>Director, State and Local Contracts</i> |
| Date: <i>12-23-2011</i> | Date: <i>December 23, 2011</i> |

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Authorized Sales and Service Providers

STATE OF ARIZONA

Agency: Arizona Department of Administration
State Procurement Office

Customer: WSCA/NASPO participating states; AZ
Statewide (state agencies & cooperative partners)

Description: Mailing Equipment, Supplies and Maintenance

Key Personnel (Contract Contact)

Name: Arthur E. Adams Jr.

Telephone No.: 203-351-7866

E-Mail: art.adams@pb.com

Mailing Address: One Elmcroft Road

City: Stamford

State: Connecticut Zip: Offeror 06926-0700

Contract Responsibility: Negotiation of Master Agreement and individual State Participating Addenda; 30 years of Industry Experience; Responsible for current WSCA EPS050076-A2-2 and NASPO OFF22 Master Agreements and Participating Addenda Contracts Language (See attached file for biography)

1.1. Key Personnel (Ordering – New Customers)

Name: Bill Walter

Telephone No.: 303-641-9575

E-Mail: Bill.Walter@pb.com

Mailing Address: 385 Inverness Parkway, Ste 400

City: Englewood

State: CO Zip: 80112

Contract Responsibility: Government Account Manager for State of Arizona; responsible for oversight and training of local sales force, customer relations, issue resolution. (See attached file for biography)

1.2. Key Personnel (Billing – Current Customers)

Name: Rita Chandler

Telephone No.: 757.963.5400

E-Mail: Rita.Chandler@pb.com

Mailing Address: 1305 Executive Blvd

City: Chesapeake

State: Virginia Zip: 23320

Contract Responsibility: Manager, Government Billing oversees billing, collections and contract support related to the government customer's specialized needs (See attached file for biography)

1.3. Key Personnel (Customer Service – Service Problems, Outages, SLA Issues)

Name: Pam Edgerton

Telephone No.: 509-363-3694 x 5183



Authorized Sales and Service Providers

STATE OF ARIZONA

Agency: Arizona Department of Administration
State Procurement Office

Customer: WSCA/NASPO participating states; AZ
Statewide (state agencies & cooperative partners)

Description: **Mailing Equipment, Supplies and Maintenance**

E-Mail: pam.edgerton@pb.com

Mailing Address: Pitney Bowes - STE 3000

1313 Atlantic

City: Spokane

State: WA

Zip: 99901

Contract Responsibility: Operations Center Supervisor supports all aspects of service for the field customer service technicians and managers (See attached file for biography)



Link to Dedicated Website

Description: **Mailing Equipment, Supplies and Maintenance**

STATE OF ARIZONA

Agency: **Arizona Department of Administration
State Procurement Office**

Customer: **WSCA/NASPO participating states; AZ
Statewide (state agencies & cooperative partners)**

EXHIBIT C

Please use the link below to access the Arizona link for Pitney Bowes.

<http://www.pb.com/State-and-Local-government-Solutions/States/Arizona.shtml>



| | |
|-----------------------------|---------------|
| CUSTOMER PURCHASE ORDER NO. | DATE PREPARED |
|-----------------------------|---------------|

**POSTAGE METER RENTAL AGREEMENT
WSCA/NASPO ADSP011-00000411-7**

| | |
|--|--|
| BILL-TO: CUSTOMER NAME: ADDRESS: CITY/STATE/ZIP: BILL TO I.D. NO. CUSTOMER PHONE NUMBER: CUSTOMER CONTACT: SALES REP'S NAME/SPLIT REP. NO. DIST. NO. | INSTALL AT (if different): CUSTOMER NAME: ADDRESS: CITY/STATE/ZIP: LOCATION I.D. NO. TAX EXEMPT: <input type="checkbox"/> State <input type="checkbox"/> County <input type="checkbox"/> City <input type="checkbox"/> TAX CERTIFICATE ATTACHED <input type="checkbox"/> TAX CERTIFICATE NOT REQUIRED SIC CODE: CUSTOMER ELECTS TO PAY: <input type="checkbox"/> Annually OR <input type="checkbox"/> Quarterly OR <input type="checkbox"/> Monthly |
| INITIAL TERM: PROGRAM RATE: | PROGRAM RATE: The minimum subscription fee amount indicated above is billed annually, quarterly or monthly in advance. If you request a change in your subscription service options, the subscription fee will be adjusted to the fee appropriate for the new subscription services selected. |

ADDITIONAL POSTAGE BY PHONE[®] INFORMATION

POSTAGE ACCOUNT STATEMENTS WILL BE SENT TO:

FIRM NAME:
ATTENTION OF:
ADDRESS:
CITY, STATE, ZIP:

INITIAL POSTAGE TO BE PROVIDED BY:

CHECK NUMBER: CHECK DATE:

RESERVE ACCOUNT:

Purchase Power:

MASTER POSTAGE ACCT. NO. TO BE ASSIGNED:

POSTAGE BY PHONE RESET CHARGE: \$ _____/ea. if applicable

| <u>PCN</u> | <u>Model</u> | <u>Serial Number</u> | <u>Fee</u> | <u>Program ID</u> |
|------------|--------------|----------------------|------------|--|
| | | | | Total Fees: |

This Agreement consists of this Order page and the attached Postage Meter Rental Terms and Conditions, U.S. Postal Service Acknowledgment of Deposit, and Terms and Conditions governing the use of your Purchase Power Account. Charges payable under this Agreement will be billed: (1) if you qualify for a Purchase Power account, through that account, subject to the terms and conditions of that account; and (2) if you do not qualify for a Purchase Power account, directly under the Postage Meter Rental in accordance with the terms and conditions thereof. Your signature constitutes an acknowledgment that you have read and agree to all the terms and conditions and that you are authorized to sign the Agreement.

| | | | |
|-----------|----------------------|-----------------|------|
| SIGNED BY | PRINT NAME OF SIGNER | TITLE OF SIGNER | DATE |
|-----------|----------------------|-----------------|------|

WSCA/NASPO ADSP011-00000411-7 POSTAGE METER RENTAL TERMS AND CONDITIONS

1. DEFINITIONS

As used in this Agreement, the following terms mean:

"Agreement" – the Order, the State Participating Addendum, the WSCA/NASPO Master Agreement ADSP011-00000411-7, these terms and conditions, and any attached exhibits.

"Bank" – The Pitney Bowes Bank, Inc.

"Consumable Supplies" – ink, printheads, belts, ink rollers, sealer and moistener brushes, bulbs, felts, sponges, and similar items.

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

"IntelliLink® Control Center" or **"Meter"** – any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+™ 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.

"IntelliLink® Subscription" – IntelliLink® Control Center (Meter) rental.

"NASPO" – National Association of State Procurement Officials

"Order" – the cover page to this Agreement.

"PBGFS" – Pitney Bowes Global Financial Services LLC.

"PBI," "We," "Our," or **"Us"** – Pitney Bowes Inc.

"State Participating Addendum" – The addendum to the WSCA Master Agreement entered into by the State for which the customer is an eligible entity and Pitney Bowes Inc.

"WSCA" – Western States Contracting Alliance.

"WSCA Master Agreement" or **"WSCA ADSP011-00000411-7"** – WSCA Cooperative Agreement for Mailing Equipment and Maintenance led by the State of Arizona.

"You," or **"Your"** – the person identified on the Order who is renting a Meter or purchasing services.

2. INTELLILINK® SUBSCRIPTION (METER RENTAL)

2.1 Fees

- We will invoice you the IntelliLink® Subscription fees listed on the Order.
- After the Initial Term, we may increase the IntelliLink® Subscription fees in accordance with the WSCA Master Agreement.
- When you receive notice of an increase, you may terminate this Agreement as of the date the increase becomes effective.
- If you do not pay the fees when due or you do not comply with the Agreement, we may disable the IntelliLink® Control Center, terminate the Agreement, relake the Meter, and collect from you all fees due for the remainder of the Initial Term.
- 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

- To obtain postage for your Meter, you must contact our POSTAGE BY PHONE® data center.
- You may transfer funds to the Bank for deposit into a Postage By Phone® Reserve Account which you maintain at the Bank ("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.
- If you participate in any 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 IntelliLink® Subscription fees.
- 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

- 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 user documentation and (iii) all USPS regulations.
- You agree to use the Meter only for business or commercial purposes, and not for personal, family, or household purposes.
- You agree to use only attachments or printing devices authorized by us.
- You must receive our written consent before moving the Meter to a different location.
- Federal regulations require that we own the Meter.
- Tampering with or misusing the Meter is a violation of federal law.

- Activities of the USPS including the payment of refunds for postage by the USPS to customers will be made in accordance with the current Domestic Mail Manual.
- 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.
- You are responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to Us. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft.
- You understand that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is your obligation to comply with any rules and regulations regarding its use.

2.4 Care and Risk of Loss

- You agree to take proper care of the Meter(s).
- You assume all risk of loss or damage to the Meter while you have possession.
- Upon ending this Agreement, you agree to deliver the Meter to us in good condition except for normal wear.

2.5 Rate Updates and Soft-Guard® Program

- Your Meter may require periodic rate information updates that you can obtain under our Soft-Guard® program.
- The Soft-Guard® Subscription, we will provide up to 6 rate updates during each 12 month period following the date of installation.
- We will provide rate updates only if required due to a postal or carrier change in rate, service, Zip Code or zone change.
- 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.
- You can also renew the Soft-Guard® Subscription by contacting the Customer Care Center at 1-800-228-1071 (M-F 8:30am - 5:30pm CST).

2.6 Repair or Replacement

- If the Meter malfunctions or fails due to reasons other than your negligence or accident, usage which exceeds our recommendations, virus contamination or loss of data, misuse, external forces, loss or fluctuation of power, fire, flood, or other natural causes, service by anyone other than us, or the use of third party supplies (such as third party ink) resulting in damage to our Meter, we will repair or replace the Meter.
- REPAIR OR REPLACEMENT IS YOUR SOLE REMEDY.

2.7 LIMITATION OF LIABILITY

See – WSCA Master Price Agreement

2.8 Collection of Information

- You authorize us to access and download information from your Meter and we may disclose this information to the USPS or other governmental entity.
- 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.
- 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 OR FITNESS FOR A PARTICULAR PURPOSE. WE ARE NOT LIABLE FOR ANY DAMAGES YOU MAY INCUR BY REASON OF YOUR USE OF THE VALUE BASED SERVICES PROVIDED BY THE USPS, INCLUDING INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

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**

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.

5. **INTERNET ACCESS POINT**

5.1 The Connect+[™] Series Equipment 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+[™] Series Equipment 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.

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 After 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.

U1. UNITED STATES POSTAL SERVICE ACKNOWLEDGMENT OF DEPOSIT

U1.1 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 (the "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 a Postage By Phone[®] Reserve Account ("Your Reserve Account") which you maintain at the Bank. U1.2 To the extent you deposit funds in advance of the use of any evidence of postage, you may, from time to time, 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. U1.3 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. U1.4 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 customers. You shall not receive or be entitled to any interest or other income earned on such Deposits. U1.5 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. U1.6 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. U1.7 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. U1.8 You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice. U1.9 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.

**United States Postal Service
ACKNOWLEDGMENT OF DEPOSIT**


The Pitney Bowes Bank, Inc.

PURCHASE POWER TERMS AND CONDITIONS

P1 PURCHASE POWERSM CREDIT LINE

P1.1 General. (a) In order to participate in the Program, you must provide the information described in Section P1.8. (b) If you subscribe to the EasyPermitPostage[®] service, you may use the Purchase Power credit line to pay for permit postage and associated USPS fees. (c) The Purchase Power credit line is a product of The Pitney Bowes Bank, Inc. (the "Bank") and is not available to individuals for personal, family, or household purposes. **P1.2**

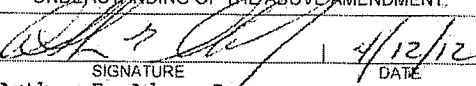

Account Charges. (a) Your Purchase Power Account (the "Account") will be charged for the amount of postage, products, and services requested and the related fees, if applicable. (b) Unless prohibited by law, you agree to pay the fees and charges of which the Bank has given you notice, including, without limitation, the fees and charges relating to: (i) transaction fees, if applicable; (ii) your failure to pay in a timely manner; (iii) your exceeding your credit line; and (iv) fees attributable to the return of any checks that you give to the Bank as payment of the Account. **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 reserves the right to deliver any statement electronically to the email address that is then on file for the Company. (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, 2010, the daily periodic rate would be .049315% and the corresponding annual percentage rate would be 18.00%). (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. **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 or by electronic notice via the email address that is then on file for the Company. 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 and provisions 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.

| | | | |
|---|---|--|--|
|  | Contract Amendment | | AZ DEPT. OF ADMINISTRATION |
| | CONTRACT NO : ADSP012-015487 WSCA/NASPO Mailing Equipment Supplies and Equipment | | STATE PROCUREMENT OFFICE |
| | AMENDMENT NO.: ONE (1) | | 100 N. 15 TH AVE., STE. 201 |
| | | | Phoenix, AZ 85007 |

| | |
|--|---|
| CONTRACTOR: Pitney Bowes 23751 N. 23rd Avenue, Suite 190 Phoenix, AZ 85085-1863 CONTACT: Bill Walters PHONE: 303-641-9575 EMAIL: bill.walters@pb.com | STATE AGENCY: AZ Department of Administration (ADOA) State Procurement Office 100 N. 15 th Ave., Ste.201 Phoenix, AZ 85007 CONTACT: Terri Johnson PHONE: 602- 542-9125 EMAIL: terri.johnson@azdoa.gov |
|--|---|

Pursuant to the WSCA Master Price Agreement, Uniform Terms and Conditions, Paragraph 5.1 Amendments, the Contract shall be amended as follows:

1. The referenced Arizona Participating Addendum shall be modified to include the provision of leasing and rental. Leasing and rental options available are:
 - 1.1 Fair Market Value Lease, as shown in Exhibit F and Contract line items; and
 - 1.2 Fair Market Value Rental, as shown in Exhibit F and Contract line items.
2. Installment purchases and payments are not allowable.

| | |
|---|--|
| ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY. | |
| CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT. | THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE. |
|  |  |
| SIGNATURE _____ DATE 4/12/12 | SIGNATURE _____ DATE 4/12/12 |
| Arthur E. Adams Jr. Director, State and Local Contracts Pitney Bowes Inc. PRINTED/TYPED NAME AND TITLE | Terri Johnson, Senior Procurement Specialist TYPED NAME AND TITLE |

SUMMARY OF LEASING/RENTAL PROGRAMS – STATE OF ARIZONA

Pitney Bowes Global Financial Services LLC offers a variety of equipment leasing and rental programs to enable your agency to acquire the equipment it needs with the innovative financing solution that works best for you.

STATE & LOCAL Rental - Option B This program provides you with 36, 48 or 60 Month Rental. At the end of the rental period, you may enter into a new Rental term or return the equipment. *This Fair Market Rental 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 ADSP011-00000411-7 to Pitney Bowes Inc.* Sales Tax will be charged, if required under Your State Statute.

STATE & LOCAL FAIR MARKET VALUE LEASE - Option C

This program provides you with a 36, 48 or 60 Month lease term with the option to continue leasing the equipment based on its Fair Market Value, or return the equipment. Sales Tax will be charged, if required under your State Statute.

Example of lease payments based on a \$10,000.00 equipment price:

| MONTHLY LEASE RATES | | |
|----------------------------|-----------------|-----------------|
| Term | Option B | Option C |
| 36 | .0377 | .0342 |
| 48 | .0309 | .0277 |
| 60 | .0270 | .0237 |

| MONTHLY LEASE PAYMENT BASED ON \$10,000 TRANSACTION | | |
|--|-----------------|-----------------|
| Term | Option B | Option C |
| 36 | \$377.00 | \$342.00 |
| 48 | \$309.00 | \$277.00 |
| 60 | \$270.00 | \$237.00 |

OPTION B -- WSCA/NASPO FMV RENTAL TERMS AND CONDITIONS: - STATE OF ARIZONA

Pitney Bowes Global Financial Services LLC (“PBGFS”) will serve as a sub-contractor under ADSP011-00000411 and will be the Lessor under this Fair Market Value Rental Terms and Condition Agreement. This Fair Market Rental 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 ADSP011-00000411-7 to Pitney Bowes Inc. 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 an Intellilink Control Center or Meter.

The Pricing Plan for the WSCA/NASPO Fair Market Value Rental Terms and Conditions is as follows:

Monthly Billing:

| <u>Term:</u> | <u>Rental Rate:</u> |
|--------------|---------------------|
| 36 | .0377 |
| 48 | .0309 |
| 60 | .0270 |

Total Value of the Order multiplied by the applicable Monthly Rate Factor = Monthly Equipment Rental 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.

For further clarification a 36 month rental based on a \$10,000 equipment order would equal a \$377.00 monthly equipment rental payment, plus applicable service maintenance for years 2 thru end of initial term, monthly meter rental and value based services fees would be added to the payment.

L1. DEFINITIONS

L1.1 The following terms mean:

- “Agreement” - the Order, your State’s Participating Addendum, the WSCA/NASPO Master Agreement ADSP011-00000411-7, 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 IntelliLink® Control Center or Meter, or any standalone software.
- “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 IntelliLink Control Center or Meter, and any standalone software.
- “Initial Term” - the lease period listed on the Order
- “Install Date” - the date the Equipment or other item is installed at your location.
- “IntelliLink Control Center” or “Meter” - any postage meter supplied by PBI under the Order, including (i) in the case of a Connect™ 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.
- “Maintenance Service” - the maintenance service for the Covered Equipment selected by you on the Order, excluding software maintenance.
- “Master Agreement” – WSCA/NASPO Master Agreement ADSP011-00000411-7 Mail Room Equipment, Services and Support contract administered by the State of Arizona and shall consist of: the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by us, our responses to any requests for clarifications and/or our best and final offer.
- “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 an Intellilink Control Center or Meter you enter into with us.

- “Rental” – the Order and this WSCA/NASPO FMV Rental Terms and Conditions.
- “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,” or “Us” – the Pitney Bowes company with whom you’ve entered into the Order.
- “WSCA/NASPO” – Western States Contracting Alliance and the National Association of State Procurement Officials
- “You,” “Your,” “Lessee,” or “Customer” – the entity identified on the Order.

L2. AGREEMENT

- L2.1 You are leasing the Equipment listed on the Order. You will make each Monthly Payment by the due date shown on our invoice.
- L2.2 **You may not cancel this Rental for any reason except as expressly set forth in Sections L10 and L11 below.**
- 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 IntelliLink® Control Center, 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 and attorneys’ fees.
- 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 month for all payments on the Order (each, a “Monthly Payment”), except as provided in any SOW attached to this Agreement.
- L3.2 Your Monthly Payment may include a one-time origination fee, amounts carried over from a previous unexpired Rental, and other costs.
- L3.3 If you request, your IntelliLink® Control Center/Meter Rental fees, Service Level Agreement fees, and Soft-Guard® payments (“PBI Payments”) will be included with your Monthly Payment and begin with the start of the Rental Term. Your Monthly Payment will increase if your PBI Payments increase.

L4. EQUIPMENT OWNERSHIP

- L4.1 We own the Equipment. PBI owns any IntelliLink® Control Center or Meter. Except as stated in Section L6.1, you will not have the right to become the owner at the end of this Agreement.

L5. RENTAL TERM

L5.1 The Rental term is the number of months stated on the Order ("Rental Term").

L6. END OF RENTAL OPTIONS

L6.1 During the 90 days prior to the end of your Rental, you may, if not in default, select one of the following options:

- (a) enter into a new Rental with us;
- (b) purchase the Equipment "as is, where is" for fair market value; or
- (c) return the Equipment, IntelliLink Control Center and/or Meter in its original condition, reasonable wear and tear excepted. If you return the Equipment, IntelliLink Control Center and/or Meter, at our option you will either (i) properly pack them and insure them for their full replacement value and deliver them aboard a common carrier, freight prepaid, to a destination within the United States that we specify, or (ii) properly pack and return them in the return box and with the shipping label provided by us and, in either case, pay us our then applicable processing fee.

L6.2 If you do not select one of the options in Section L6.1, you shall be deemed to have agreed to enter into month to month extensions of the term of this Agreement. You may opt to cease the automatic extensions by providing us with written notice within 60 days (but no less than 30 days or such shorter period as may be contemplated by law) prior to the expiration of the then-current term of this Agreement. Upon cancellation, you agree to either return all items pursuant to Section L6.1(c) or purchase the Equipment.

L7. WARRANTY AND LIMITATION OF LIABILITY

L7.1 PBGFS AND THE BANK MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, 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 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, AND PBI WILL HAVE ONLY SUCH LIABILITY AS SET FORTH IN THE MASTER AGREEMENT.

L8. EQUIPMENT OBLIGATIONS

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

L8.2 Inspection. We may inspect the Equipment and any 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

L9.1 Risk of Loss.

- (a) You bear the entire risk of loss to the Equipment from the date of delivery by PBI until the end of the Rental Term (including any extensions), 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 the occurrence of any Loss.

L10. NON-APPROPRIATION

L10.1 See Master Agreement – Non Appropriations

L11. EARLY TERMINATION

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

Cancelable Rentals – 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 WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD.

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, your State's Participating Addendum and the Master Agreement ADSP011-00000411, this Agreement shall prevail.

L12.6 Any IntelliLink Control Center or 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 the 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+ Series Equipment 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+ Series Equipment 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.

OPTION C -- WSCA/NASPO FAIR MARKET VALUE LEASE TERMS AND CONDITIONS: - STATE OF ARIZONA

Pitney Bowes Global Financial Services LLC will serve as a sub-contractor under ADSPO11-00000411 and will be the Lessor under this Fair Market Value Lease Terms and Condition Agreement. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI). Due to federal regulations, only PBI can own an Intellilink Control Center or Meter.

The Pricing Plan for the WSCA/NASPO Fair Market Value Lease Terms and Conditions is as follows:

Monthly Billing:

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

L1. DEFINITIONS

L1.1 The following terms mean:

- "Agreement" - the Order, your State's Participating Addendum, the WSCA/NASPO Master Agreement ADSPO11-00000411-7, 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 IntelliLink® Control Center or Meter, or any standalone software.
- "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 IntelliLink Control Center or Meter, and any standalone software.
- "Initial Term" - the lease period listed on the Order
- "Install Date" - the date the Equipment or other item is installed at your location.
- "IntelliLink Control Center" or "Meter" - any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+™ 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 WSCA/NASPO FMV Lease Terms and Conditions.
- "Maintenance Service" - the maintenance service for the Covered Equipment selected by you on the Order, excluding software maintenance.
- "Master Agreement" - WSCA/NASPO Master Agreement ADSPO11-00000411-7 Mail Room Equipment, Services and Support contract administered by the State of Arizona and shall consist of: the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by us, our responses to any requests for clarifications and/or our best and final offer.
- "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 an Intellilink Control Center or 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," or "Us" - the Pitney Bowes company with whom you've entered into the Order.
- "WSCA/NASPO" - Western States Contracting Alliance and the National Association of State Procurement Officials
- "You," "Your," "Lessee," or "Customer" - the entity identified on the Order.

L2. AGREEMENT

- L2.1 You are leasing the Equipment listed on the Order. You will make each Monthly Payment by the due date shown on our invoice.
- 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 IntelliLink® Control Center, 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 and attorneys' fees.
- 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 month for all payments on the Order (each, a "Monthly Payment"), except as provided in any SOW attached to this Agreement.
- L3.2 Your Monthly Payment may include a one-time origination fee, amounts carried over from a previous unexpired lease, and other costs.
- L3.3 If you request, your IntelliLink® Control Center/Meter Rental fees, Service Level Agreement fees, and Soft-Guard® payments ("PBI Payments") will be included with your Monthly Payment and begin with the start of the Lease Term. Your Monthly Payment will increase if your PBI Payments increase.

L4. EQUIPMENT OWNERSHIP

- L4.1 We own the Equipment. PBI owns any IntelliLink® Control Center or Meter. Except as stated in Section L6.1, you will not have the right to become the owner at the end of this Agreement.

L5. LEASE TERM

- L5.1 The Lease term is the number of months stated on the Order ("Lease Term").

L6. END OF LEASE OPTIONS

- L6.1 During the 90 days prior to the end of your Lease, you may, if not in default, select one of the following options:
 - (a) enter into a new lease with us;
 - (b) purchase the Equipment "as is, where is" for fair market value; or
 - (c) return the Equipment, IntelliLink Control Center and/or Meter in its original condition, reasonable wear and tear excepted. If you return the Equipment, IntelliLink Control Center and/or Meter, at our option you will either (i) properly pack them and insure them for their full replacement value and deliver them aboard a common carrier, freight prepaid, to a destination within the United States that we specify, or (ii) properly pack and return them in the return box and with the shipping label provided by us and, in either case, pay us our then applicable processing fee.
- L6.2 If you do not select one of the options in Section L6.1, you shall be deemed to have agreed to enter into successive month to month

onth extensions of the term of this Agreement. You may opt to cease the automatic extensions by providing us with written notice within 60 days (but no less than 30 days or such shorter period as may be contemplated by law) prior to the expiration of the then-current term of this Agreement. Upon cancellation, you agree to either return all items pursuant to Section L6.1(c) or purchase the Equipment.

L7. WARRANTY AND LIMITATION OF LIABILITY

L7.1 PBGFS AND THE BANK MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, 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 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, AND PBI WILL HAVE ONLY SUCH LIABILITY AS SET FORTH IN THE MASTER AGREEMENT.

L8. EQUIPMENT OBLIGATIONS

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

L8.2 Inspection. We may inspect the Equipment and any 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:

L9.1 Risk of Loss.

- (a) You bear the entire risk of loss to the Equipment from the Delivery Date by PBI until the end of the Lease Term (including any extensions), 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 the occurrence of any Loss.

L10. NON-APPROPRIATION

L10.1 See Master Agreement – Non Appropriations

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.

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, your State's Participating Addendum and the Master Agreement ADSPO11-00000411, this Agreement shall prevail.

L12.6 Any IntelliLink Control Center or 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 the 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.

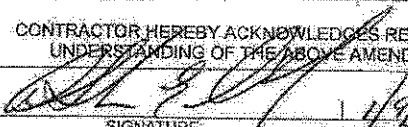
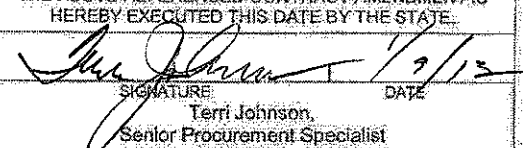
L12.8 The Connect+ Series Equipment may use an internet access point (e.g., wireless router) provided by us. You may only use this access point for connectivity between the Connect+ Series Equipment and the internet and for no other purpose. You agree to pay all costs associated with use of the access point in violation of this restriction.


| | | | |
|---|--|-----------|---|
|  | Contract Amendment | | AZ DEPT. OF ADMINISTRATION STATE PROCUREMENT OFFICE 100 N. 15 TH AVE., STE. 201 Phoenix, AZ 85007 |
| | CONTRACT NO.: ADSP012-015487 | PAGE 1 | |
| | WSCA/NASPO State of Arizona Participating Addendum - Mailing Equipment Supplies and Equipment | OF 1 | |
| AMENDMENT NO.: TWO (2) | | | |

| | |
|--|--|
| CONTRACTOR: Pitney Bowes 23751 N. 23rd Avenue, Suite 190 Phoenix, AZ 85085-1863 CONTACT: Bill Walters PHONE: 303-841-9575 EMAIL: bill.walters@pb.com | STATE AGENCY: AZ Department of Administration (ADOA) State Procurement Office 100 N. 15 TH Ave., Ste.201 Phoenix, AZ 85007 CONTACT: Terri Johnson PHONE: 602-542-9125 EMAIL: terri.johnson@azdoa.gov |
|--|--|

Pursuant to the WSCA Master Price Agreement, as amended, and as allowed by the State of Arizona Participating Addendum, Paragraph 5.1 Amendments, the following modification shall be allowed:

1. Amendment One (1) to the WSCA/NASPO Master Price Agreement effective 10/21/12, reflecting the price updates and equipment list (MPA Price Book V9) attached hereto, shall be incorporated into the above referenced Participating Addendum, and upon execution be effective retroactively as of 10/21/12.

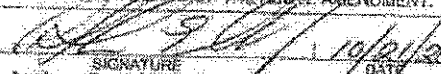

| | |
|---|--|
| ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY. | |
| CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT. | THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE. |
|  |  |
| SIGNATURE Arthur E. Adams, Jr. Director, State and Local Contracts Pitney Bowes Inc. PRINTED/TYPED NAME AND TITLE | SIGNATURE Terri Johnson, Senior Procurement Specialist TYPED NAME AND TITLE |
| DATE 1/9/13 | DATE 1/9/13 |

| | | | | |
|---|---|------|--|---|
|  | Contract Amendment | | AZ DEPT. OF ADMINISTRATION STATE PROCUREMENT OFFICE 100 N. 15 TH AVE., STE 201 Phoenix, AZ 85007 | |
| | CONTRACT NO.: ADSP011-00000411-7 WSCA/NASPO Mailing Equipment Supplies and Equipment | PAGE | | |
| | AMENDMENT NO.: ONE (1) | OF | | 1 |

| | |
|--|--|
| CONTRACTOR: Pitney Bowes 23751 N. 23rd Avenue, Suite 190 Phoenix, AZ 85085-1863 CONTACT: Bill Walters PHONE: 303-641-9575 EMAIL: bill.walters@pb.com | STATE AGENCY: AZ Department of Administration (ADDA) State Procurement Office 100 N. 15 TH Ave., Ste 201 Phoenix, AZ 85007 CONTACT: Terri Johnson PHONE: 602-542-8125 EMAIL: terri.johnson@azdoa.gov |
|--|--|

Pursuant to the WSCA Master Price Agreement, Uniform Terms and Conditions, Paragraph 5.1 Amendments, the Contract shall be amended as follows:

1. The attached price updates and equipment list (MPA Price Book V9) shall be incorporated into the above referenced Master Price Agreement, and shall be effective upon execution.

| | |
|---|--|
| ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY. | |
| CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT. | THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE. |
|  SIGNATURE Arthur E. Adams Jr. Director, State and Local Contracts Pitney Bowes Inc. PRINTED/TYPED NAME AND TITLE |  SIGNATURE Terri Johnson, Senior Procurement Specialist TYPED NAME AND TITLE |
| DATE 10/21/2012 | DATE 10/21/2012 |



Contract Amendment

Contract No.: **ADSP012-015487**

Amendment No.: **THREE (3)**

PAGE
1 OF 1

State of Arizona
State Procurement Office
100 N. 15TH Avenue, Suite 201
Phoenix, AZ 85007

CONTRACTOR:
Pitney Bowes, Inc.
One Elmcroft Road
Stamford, CT 06926

CONTACT: Bill Walter
PHONE: 480.206.2984
EMAIL: bill.walter@pb.com

STATE AGENCY:
AZ Department of Administration
State Procurement Office
100 N. 15th Avenue, Suite 201
Phoenix, AZ 85007

CONTACT: Delia A. Walters
PHONE: 602.542.9125
EMAIL: delia.walters@azdoa.gov

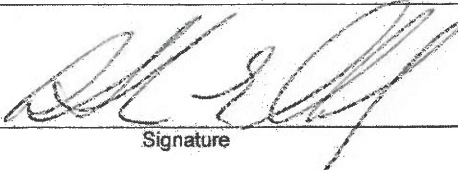
Pursuant to the WSCA Master Price Agreement, as amended, and as allowed by the State of Arizona Participating Addendum, Paragraph 5.1 Amendments, the following modification shall be allowed:

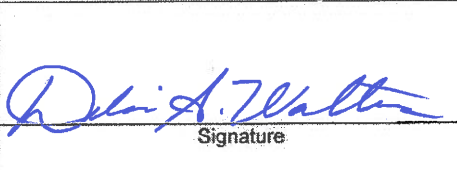
Amendment Three (3) to the WSCA/NASPO Master Price Agreement reflecting the price updates and equipment list (MPA Price Book V10) attached hereto, shall be incorporated into the above referenced Participating Addendum, and upon execution be effective retroactively as of 05/02/2013.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above referenced contract amendment is hereby executed this date by the State.


Signature
7/30/2013
Date


Signature
7/31/2013
Date

Arthur E. Adams Jr.

Delia A. Walters

Director, State and Local Contracts
Printed/Typed Name and Title

Procurement Supervisor
Printed/Typed Name and Title



Contract Amendment

Contract No.: ADSP012-015487

Amendment No.: FOUR (4)

PAGE
1 OF 1

State of Arizona
State Procurement Office
100 N. 15TH Avenue, Suite 201
Phoenix, AZ 85007

CONTRACTOR:

Pitney Bowes Inc.
One Elmcroft Road
Stamford, CT 06926

CONTACT: Bill Walter
PHONE: 480.206.2984
EMAIL: bill.walter@pb.com

STATE AGENCY:

AZ Department of Administration
State Procurement Office
100 N. 15th Avenue, Suite 201
Phoenix, AZ 85007

CONTACT: Delia A. Walters
PHONE: 602.542.9125
EMAIL: delia.walters@azdoa.gov

WSCA/NASPO Mailing Equipment, Supplies and Maintenance Arizona Participating Agreement

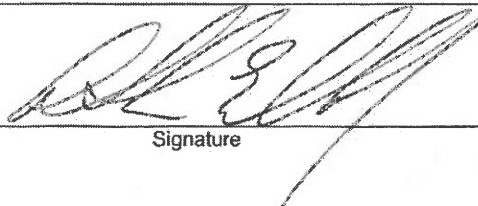
Pursuant to the WSCA Master Price Agreement, Special Terms and Conditions, Paragraph 3.6.1 the above Contract shall be extended from October 12, 2013 to October 11, 2014.

ALL OTHER PROVISIONS OF THE AGREEMENT SHALL REMAIN IN THEIR ENTIRETY

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above referenced contract amendment is hereby executed this date by the State.


Signature 8/27/13
Date


Signature 8/27/13
Date

Arthur E. Adams Jr.

Delia A. Walters

Director, State and Local Contracts
Printed/Typed Name and Title

Procurement Supervisor
Printed/Typed Name and Title



Contract Amendment

State of Arizona
State Procurement Office
100 N. 15TH Avenue, Suite 201
Phoenix, AZ 85007

Contract No.: ADSPO12-015487

PAGE
1 OF 3

Amendment No.: FIVE (05)

CONTRACTOR:

Pitney Bowes
One Elmcroft Road
Stamford, CT 06926

CONTACT: Bill Walter

PHONE: 480-206-2984

EMAIL: bill.walter@pb.com

STATE AGENCY:

AZ Department of Administration
State Procurement Office
100 N. 15th Avenue, Suite 201
Phoenix, AZ 85007

CONTACT: Delia Walters

PHONE: 602.542.9125

EMAIL: Delia.Walters@azdoa.gov

WSCA MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE ARIZONA PARTICIPATING ADDENDUM

1. In accordance with the Special Terms and Conditions, Paragraph 3.6 Contract Extensions, the Contract is extended for the period of October 12, 2014 to October 11, 2016.
2. WSCA Master Agreement Terms and Conditions for Section 2.5 Reports and the Special Terms and Conditions, Section 5. USAGE REPORTS AND ADMINISTRATIVE FEES are replaced with the revised wording:

Administrative Fees

a. The Contractor shall pay to the WSCA-NASPO Cooperative Purchasing Organization, or its assignee, a WSCA-NASPO Administrative Fee in the amount of one-half of one percent (.5%) of the total sales from this contract no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

WSCA-NASPO Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following WSCA-NASPO reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

3. Master Agreement Terms and Conditions for Section 3. Participation are replaced with the revised wording:
- 3.2 Participation.** Use of a WSCA/NASPO cooperative contract by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. In Arizona this Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statute (A.R.S.) §41-2632. Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the U.S. Federal Government and Tribal Nations. Non-profit organizations are defined in A.R.S. §41-2631(4) as any non-profit corporation as designated by the internal revenue service under section 501(c)(3) through 501(c)(6).
- This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by either the agency (within an agencies delegated authority) or by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.

4. Master Agreement Terms and Conditions for Section 5. USAGE REPORTS AND ADMINISTRATIVE FEES are replaced with the revised wording:

5.1 Usage Reports. Contractor agrees to provide quarterly utilization reports to WSCA. The report shall be in the format developed by the Lead State and supplied to the Contractor. Individual participating states may require their own usage reports. Contractor shall provide these reports at the intervals, and in the format, required by the States.

5.2.2 State of Arizona Administrative Fee

Contractor shall pay an Administrative Fee to the State of Arizona in the amount of one percent (1%) of the total contract sales made in the State of Arizona. The Administrative Fee is the responsibility of the contractor. The Administrative Fee is calculated based on all sales transacted only by only the members of the State Purchasing Cooperative, under the contract, minus all taxes and any returns or credits, , and minus any shipping charges not already included in the unit prices. The Administrative Fee shall not be charged directly to the customer, e.g., as a separate line item, a fee or a surcharge, but shall be included in the contract's unit prices. The Administrative Fee percentage is only applicable to amounts actually received by the contractor during the quarter and is not applicable to amounts ordered by customers but not yet paid for. The administrative fee is not paid on transactions with state agency customers. Further, Statewide contracts maintain one set of pricing for all customers and not separate prices for State agency customers and State Purchasing Cooperative customers.

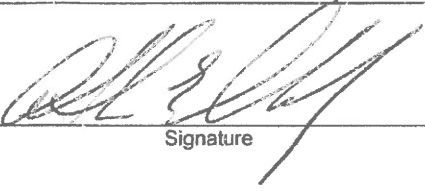

The Administrative Fee shall be submitted, along with a Quarterly Usage Report documenting all contract sales, to the State Procurement Office within forty-five (45) days following the end of each calendar quarter. Usage Report shall be formatted as required, for more information on the Quarterly Usage Report or the Administrative Fee, its calculation, submission or use, see the State Procurement Office's web site at <https://spc.az.gov/statewide-contracts-administrative-fee> .

At its option, the State may limit the applicability of the Administrative Fee to contract sales from some customers and not to others, e.g., fee is only applicable to sales from members of the State Purchasing Cooperative and not sales to State Agencies. See the State's website (above) form more information in this regard. The State will provide thirty (30) days written notice before exercising or changing this option.

Failure to remit Administrative fees in a timely manner or remit fees inconsistent with the contract's requirements may result in the State exercising any recourse available under the contract including a third party audit of all contract activity. Should an audit be required by the State, the contractor shall

reimburse the State for all costs associated with the audit up to \$5,000 or one (1%) percent of the contract's estimated annual value, whichever is higher.

All other terms, conditions and provisions remain unchanged.

| | |
|---|---|
| This Contract Amendment is not binding against the State of Arizona unless signed by an <u>authorized representative</u> of the Contractor and then accepted in writing by an authorized representative of the State. | |
| Contractor hereby acknowledges receipt and understanding of the above amendment. | The above referenced contract amendment is hereby executed this date by the State. |
|  Signature |  Signature |
| 9/10/2014 Date | 09/11/2014 Date |
| <u>Arthur E. Adams Jr.</u> Director, State and Local Contracts Printed/Typed Name and Title | <u>Delia A. Walters</u> Procurement Officer Printed/Typed Name and Title |



Contract Amendment

State of Arizona

State Procurement Office

100 N. 15TH Avenue, Suite 201

Phoenix, AZ 85007

Contract No.: ADSPO12-015487

PAGE
1 OF 1

Amendment No.: SIX (06)

CONTRACTOR:

Pitney Bowes
One Elmcroft Road
Stamford, CT 06926

CONTACT: Bill Walter

PHONE: 480-206-2984

EMAIL: bill.walter@pb.com

STATE AGENCY:

AZ Department of Administration
State Procurement Office
100 N. 15th Avenue, Suite 201
Phoenix, AZ 85007

CONTACT: Delia Walters

PHONE: 602.542.9125

EMAIL: Delia.Walters@azdoa.gov

WSCA MAILING EQUIPMENT, SUPPLIES AND MAINTENANCE

STATE OF ARIZONA PARTICIPATING ADDENDUM

Pursuant to the WSCA Master Price Agreement, Amendment Seven (07) and as allowed by the State of Arizona Participating Addendum, Paragraph 5.1 Amendments, the following revision shall be allowed:

Amendment Seven (07) to the WSCA-NASPO Master Price Agreement reflecting the price updates and equipment list known as *WSCA Price Book MPA #ADSPO11-00000411-7, A7* shall be incorporated into the above referenced this State of Arizona Participating Addendum.

The specific revisions are as follows:

- To include a revised Price and Equipment list WSCA Price Book MPA #ADSPO11-00000411-7, A7. The Price and Equipment list included in Amendment Six (06) inadvertently omitted the "Envelope Addressing System, Pro" tab" which was an awarded category.
- To include the following revised (lowered) pricing which will become effective as of date of last signature for this Amendment Seven (07):

| Item | Current Discount % | Revised Discount % |
|---------------------------|--------------------|--------------------|
| Confirmation Services | -0-% | 16% |
| Electronic Return Receipt | -0-% | 16% |
| Inview Accounting | -0-% | 16% |
| PB SmartPostage | -0-% | 25% |

All other terms, conditions and provisions remain unchanged.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above referenced contract amendment is hereby executed this date by the State

Signature

Date

Signature

Date

Arthur E. Adams Jr.

Director, State and Local Contracts

Printed/Typed Name and Title

Printed/Typed Name and Title



Contract Amendment

AZ DEPT. OF ADMINISTRATION
STATE PROCUREMENT OFFICE
100 N. 15TH AVE., STE. 201
Phoenix, AZ 85007

CONTRACT NO.: ADSPO12 - 015487

PAGE

1

AMENDMENT NO.: Seven (7)

OF

1

CONTRACTOR:

Pitney Bowes
3001 Summer Street
Stamford, CT

CONTACT: Art Adams

PHONE: 203-351-7866

EMAIL: art.adams@pb.com

STATE AGENCY:

AZ Department of Administration (ADOA)

State Procurement Office
100 N. 15th Ave., Ste.201
Phoenix, AZ 85007

CONTACT: Christopher Lacey

PHONE: (602) 542-7165

EMAIL: christopher.lacey@azdoa.gov


NASPO Mailing Equipment, Supplies and Maintenance Arizona Participating Addendum

1. In accordance with Special Terms and Conditions, Paragraph 3.6 Contract Extensions, of the aforementioned contract is hereby extended for an additional ninety days beginning October 12th 2016 to January 11th 2017.
2. All other terms, conditions and provisions remain unchanged.

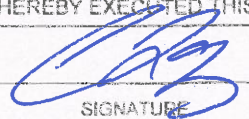
This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.

 9/7/2016


SIGNATURE DATE

 9-7-16

SIGNATURE DATE

Arthur Adams
Director Government Contract Compliance


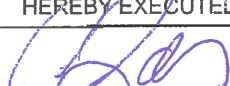
Christopher Lacey,
Statewide Procurement Manager

| | | | |
|---|--------------------------------|-----------|---|
|  | Contract Amendment | | AZ DEPT. OF ADMINISTRATION STATE PROCUREMENT OFFICE 100 N. 15 TH AVE., STE. 201 Phoenix, AZ 85007 |
| | CONTRACT NO.: ADSP012 - 015487 | PAGE 1 | |
| | AMENDMENT NO. Eight (8) | OF 1 | |

| | |
|---|--|
| CONTRACTOR: Pitney Bowes 3001 Summer Street Stamford, CT CONTACT: Art Adams PHONE: 203-351-7866 EMAIL: art.adams@pb.com | STATE AGENCY: AZ Department of Administration (ADOA) State Procurement Office 100 N. 15 th Ave., Ste.201 Phoenix, AZ 85007 CONTACT: Christopher Lacey PHONE: (602) 542-7165 EMAIL: christopher.lacey@azdoa.gov |
|---|--|

**NASPO Mailing Equipment, Supplies and Maintenance
Arizona Participating Addendum**

1. In accordance with Special Terms and Conditions, Paragraph 3.6 Contract Extensions, of the aforementioned contract is hereby extended for an additional ninety days beginning January 12th 2017 to April 11th 2017.
2. All other terms, conditions and provisions remain unchanged.

| | | | |
|--|------------------|---|------------------|
| This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State. | | | |
| CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT. | | THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE. | |
|  SIGNATURE | 11/29/16 DATE |  SIGNATURE | 11/30/16 DATE |
| Arthur Adams Director Government Contract Compliance | | Christopher Lacey, Statewide Procurement Manager | |



Contract Amendment

AZ DEPT. OF ADMINISTRATION
STATE PROCUREMENT OFFICE
100 N. 15TH AVE., STE. 201
Phoenix, AZ 85007

CONTRACT NO.: ADSP012 - 015487

PAGE
1

AMENDMENT NO. NINE (9)

OF
1

CONTRACTOR:

Pitney Bowes
3001 Summer Street
Stamford, CT 06461

CONTACT: Art Adams

PHONE: 203-351-7866

EMAIL: art.adams@pb.com

STATE AGENCY:

AZ Department of Administration (ADOA)

State Procurement Office
100 N. 15th Ave., Ste.201
Phoenix, AZ 85007

CONTACT: Christopher Lacey

PHONE: (602) 542-7165

EMAIL: christopher.lacey@azdoa.gov

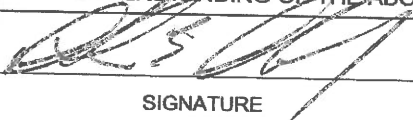
NASPO Mailing Equipment, Supplies and Maintenance Arizona Participating Addendum


1. In accordance with Special Terms and Conditions, Paragraph 3.6 Contract Extensions, of the aforementioned contract is hereby extended for an additional ninety days beginning April 12th 2017 to July 11th 2017.
2. All other terms, conditions and provisions remain unchanged.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.

 | 3/29/2017
SIGNATURE DATE

 | 3/29/17
SIGNATURE DATE

Art Adams
Director Government Contract Compliance

Christopher Lacey,
Statewide Procurement Manager



Contract Amendment

AZ DEPT. OF ADMINISTRATION
STATE PROCUREMENT OFFICE
100 N. 15TH AVE., STE. 201
Phoenix, AZ 85007

CONTRACT NO.: ADSPO12 - 015487

PAGE
1

AMENDMENT NO. TEN (10)

OF
1

CONTRACTOR:

Pitney Bowes
3001 Summer Street
Stamford, CT 06461

CONTACT: Art Adams

PHONE: 203-351-7866

EMAIL: art.adams@pb.com

STATE AGENCY:

AZ Department of Administration (ADOA)

State Procurement Office
100 N. 15th Ave., Ste.201
Phoenix, AZ 85007

CONTACT: Christopher Lacey

PHONE: (602) 542-7165

EMAIL: christopher.lacey@azdoa.gov

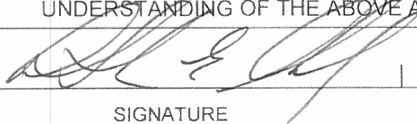
NASPO Mailing Equipment, Supplies and Maintenance Arizona Participating Addendum

1. In accordance with Special Terms and Conditions, Paragraph 3.6 Contract Extensions, of the aforementioned contract is hereby extended for an additional ninety days beginning July 12th 2017 to October 11th 2017.
2. All other terms, conditions and provisions remain unchanged.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.


THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.

 7/7/2017

SIGNATURE

DATE

Art Adams
Director Government Contract Compliance

 7-7-17

SIGNATURE

DATE

Christopher Lacey,
Statewide Procurement Manager