



**AMENDMENT NUMBER 5
TO AGREEMENT CNR01392
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND
PITNEY BOWES INC.**

This **AMENDMENT NUMBER FIVE** ("Amendment") is made between **Educational & Institutional Cooperative Services, Inc.**, 2 Jericho Plaza, Suite 309, Jericho, New York 11753 ("E&I") and **Pitney Bowes Inc., 3001 Summer Street, Stamford, CT 06926** ("Supplier").

WHEREAS, E&I and Supplier are parties to an Agreement for "Postage Meters and Related Mailing Equipment, Software Services and Accessories and Supplies, dated May 1, 2016 ("Agreement"); and

WHEREAS, the Parties wish to amend said Agreement under the following terms and conditions; and

NOW THEREFORE, the Parties do hereby mutually agree as follows:

1. II. Term of Agreement shall be replaced in its entirety and modified as follows:

II. Term of Agreement

The Agreement term will be for five (5) years, effective May 1, 2016 through April 30, 2021, with the ability to extend the contract annually for one (1) five (5) year extension based on written mutual agreement between the parties.

2. To amend the term of Agreement CNR01392 and agree to exercise the one (1) five (5) year renewal option of this Master Agreement as noted in Section II, Term of the Agreement. The new expiration date of this Agreement shall be April 30, 2026. This May 1, 2021 through April 30, 2026 shall hereinafter be referred to as the Renewal Term.

3. V. Contract Administrative Fee shall be replaced in its entirety and modified as follows:

V. Contract Administrative Fee (CAF)

Supplier will provide to E&I a Contract Administrative and Marketing Fee (CAF) which is equivalent to 1.25% of the total invoice amounts on all net equipment orders installed during the preceding month during the Renewal Term pursuant to this Agreement in each month during the term of the Agreement. Equipment Rentals, Meter Services, Service Level Maintenance Agreements, and Consumable Supplies will not be subject to the CAF.

The CAF shall be transmitted via EFT or by check to E&I on a monthly basis no later than thirty (30) days following the end of the month. If Supplier fails to submit the CAF and Report of Sales when due, upon ten (10) days written notice to Supplier and Supplier's continued failure to submit the CAF or Report of Sales, E&I may, in its sole discretion, suspend or terminate this Agreement. Supplier shall be liable for all CAF owing up to and including the time the Agreement has been terminated by E&I or expires.

Supplier's failure to submit the CAF and Report of Sales when due shall constitute grounds for E&I's termination of the Agreement. Supplier shall remain liable for all CAF owing up to and including the time the Agreement has been terminated by E&I or expires.

4. Presort services are removed from the Master Agreement and no longer available following expiration of the initial term ending April 30, 2021. Pricing Schedule 1-4 Presort Services Pricing (bar coding and commingling) is deleted from the Master Agreement.



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5. Schedule 4 – Supplier Supplemental Agreements is hereby deleted in its entirety and replaced with the attached Schedule 4 (rev 2021) for all new installs occurring during the Renewal Term.
6. For the avoidance of doubt, support for the DM Infinity Meter may not go beyond June 30, 2024. In addition, the Initial Term/the Lease Term for a DM Infinity Meter may not go beyond June 30, 2024.
7. Except as provided in this Amendment, all other terms and conditions of the Agreement, as amended, remain unchanged and in full force and effect. This Amendment becomes binding when signed by both parties.
8. Each Party agrees that the electronic signatures whether digital or encrypted, of the Parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Amendment or any other document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

SIGNATURE PAGE TO FOLLOW



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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of October 29, 2020 (the "Effective Date").

PITNEY BOWES INC.

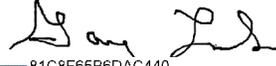
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E&I COOPERATIVE SERVICES, INC.

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Name: Bill Walter

Name: Gary D. Link, C.P.M.

Title: Director, Government and GPOs

Title: Chief Business Development Officer

Date: 10/29/2020 | 5:29 PM EDT

Date: 10/29/2020 | 5:41 PM EDT

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Schedule 4 (rev 2021)

Supplier Supplemental Agreements

Exhibits I through XLII. (Final version of Supplier's list of Exhibits & Supplier's Supplemental Agreements submitted as Schedule G to the RFP).

Exhibit #	Description	PBI Company
I.	Mutual Non-disclosure Agreement	PBI
II.	Value Added Services	PBI
III.	Pitney Bowes Mailing, North America Customer Satisfaction Guarantee Rev. 3/15	PBI
IV.	Intentionally Omitted	
V.	Pitney Bowes Terms Rev 10/15 (Commercial Lease Transaction) (applicable to installs prior to 2/2020) <ul style="list-style-type: none"> • General Terms • Lease Terms and Conditions • Service Level Options • Equipment and Postage Meter Rental Terms and Conditions • United States Postal Service Acknowledgment of Deposit Purchase Power Terms and Conditions • pbSmartPostage Terms of Use 	PBI
VI.	Pitney Bowes Terms Rev. 10/15 (Sale/Equipment Maintenance Transaction) (applicable to installs prior to 2/2020) <ul style="list-style-type: none"> • General Terms • Service Level Options • Equipment and Postage Meter Rental Terms and Conditions • United States Postal Service Acknowledgment of Deposit • Purchase Power Terms and Conditions • pbSmartPostage Terms of Use 	PBI
VII.	pbSmartPostage_terms(applicable to installs prior to 2/2020)	PBI
VIII.	Pitney Bowes Lease Agreement State & Local Fair Market Value Lease Rev. 1/14(applicable to installs prior to 2/2020)	PBI
IX.	BusinessManager_EULA May 2015(applicable to installs prior to 10/29/2020)	PBI
X.	Software Maint and Data Subscription-Bus Mgr-Smart Mailer AddrRight PBFfirst-May 2015(applicable to installs prior to 10/29/2020)	PBI
XI.	End User Agreement for Pitney Bowes Enhanced Support Services And PC-Support Services Rev. 5/15(applicable to installs prior to 10/29/2020)	PBI
XII.	Addendum to Software License and Maintenance Agreement for Hosting by Pitney Bowes of Pitney Bowes Software Rev. 5/15(applicable to installs prior to 10/29/2020)	PBI
XIII.	PB Print Management Toner Terms Addendum	PBI
XIV.	Inkjet and Toner Cartridge Protection Warranty	PBI
XV.	Intentionally Omitted	



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XVI.	Intentionally Omitted.	
XVII.	Pitney Bowes Supplies Return Policy which may be found at: https://www.pitneybowes.com/us/support/returns/returning-online-store-and-supply-purchases.html	PBI
	Distribution Solutions Software License and Maintenance Agreement Rev.11/15(applicable to installs prior to 10/29/2020)	PBI
XVIII.	End User License Agreement and Limited Warranty PlanetPress® Suite of Software Products	PBI
XIX.	Intentionally Omitted	
XX.	Intentionally Omitted	
XXI.	Intentionally Omitted	
XXII.	Intentionally Omitted	
XXIII.	Intentionally Omitted	
XXIV.	Intentionally Omitted	
XXV.	Intentionally Omitted	
XXVI.	Intentionally Omitted	
XXVII.	Intentionally Omitted	
XXVIII.	Intentionally Omitted	
XXIX.	Intentionally Omitted	
XXX.	Intentionally Omitted	
XXXI.	Intentionally Omitted	
XXXII.	Intentionally Omitted	
XXXIII.	Intentionally Omitted	
XXXIV.	Intentionally Omitted	
XXXV.	Intentionally Omitted	
XXXVI.	Intentionally Omitted	
XXXVII.	Intentionally Omitted	
XXXVIII.	Intentionally Omitted	
XXXIX.	Intentionally Omitted	
XL.	Intentionally Omitted.	
XLI.	Intentionally Omitted.	
XLII.	SendPro Terms of Use – Subscription(applicable to installs prior to 10/29/2020)	PBI
XLIII.	SendPro Terms of Use – Subscription with Equipment Lease(applicable to installs prior to 10/29/2020)	PBI
XLIV.	Pitney Bowes Terms E&I Rev 10/2020 (Commercial Lease Transaction) (applicable to installs occurring on or after 10/29/2020) <ul style="list-style-type: none"> • General Terms • Lease Terms and Conditions • Service Level Options • Equipment and Postage Meter Rental Terms and Conditions • United States Postal Service Acknowledgment of Deposit Purchase • Power Terms and Conditions 	PBI



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	pbSmartPostage Terms of Use	
XLV.	Pitney Bowes Terms E&I Rev. 10/2020 (Sale/Equipment Maintenance Transaction) (applicable to installs occurring on or after 10/29/2020) <ul style="list-style-type: none"> • General Terms • Service Level Options • Equipment and Postage Meter Rental Terms and Conditions • United States Postal Service Acknowledgment of Deposit • Purchase Power Terms and Conditions • pbSmartPostage Terms of Use 	PBI
XLVI.	On-Demand Software Subscription Services Agreement (applicable for installs occurring on or after 10/29/2020)	PBI
XLVII.	On-Premise Software License Agreement (applicable for installs on or after 10/29/2020)	PBI
XLVIII.	Pitney Bowes Lease Agreement State & Local Fair Market Value Lease Rev. 2/2020 (applicable to installs on or after 10/29/2020)	PBI