

Amendment 2

Effective Date October 12, 2014

MASTER AGREEMENT
Pitney Bowes Inc.
(hereinafter "Contractor")

And

State of Washington Department of Commerce
(hereinafter "Participating State")

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Scope: This amendment clarifies and modifies the original agreement as detailed below.

1. Term of the Contract: The State of Arizona, lead state for WSCA/NASPO Master Agreement ADSP011-00000411-7 has executed Amendment 5 which extends the WSCA/NASPO Master parent Agreement under a continuation of current terms and conditions until October 11, 2016.

Therefore, Washington extends its' Participation in the WSCA NASPO Mail Equipment Contract term through October 11, 2016, making the agreements co-terminus. Washington reserves the right to further extend the term at the end of this period in conjunction with any extension of the WSCA/NASPO Master parent Agreement.

2. Sub Contractor: This amendment adds a subcontractor to the award. Sub Contractor information is included in Attachment A. The subcontractor is added, as provided in Section 6 of the Washington Participating Addendum.

The contract is further modified with regard to subcontractors, adding a requirement that subcontractors only become active after being added via amendment to the Washington Participating Addendum, and subject to the approval of the State.

3. Placement Review: The Contractor will assist the State in the development of a simplified equipment review list and criteria, correcting the alignment of equipment for the purpose of identifying orders to be reviewed at CMS prior to placement.
4. Purchase Orders and Payments: All Purchase Orders and Payments under the Contract are to be made out to and processed by Contractor or to Contractor's affiliate, if so directed.
5. All other terms of the prior agreement remain unchanged and in full force through the extended term.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date noted below. Parties indicate they have the signatory authority to enter into this contractual agreement.

Amendment 2

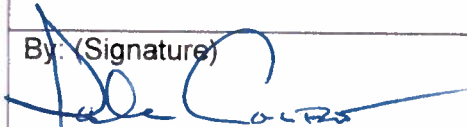

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Participating State: State of Washington	Contractor: Pitney Bowes Inc.
By: (Signature) 	By: (Signature) 
Name: Dale Colbert, CPPO	Name: Arthur E. Adams, Jr.
Title: Contract Administrator	Title: Director, State and Local Contracts
Date: <i>10/15/2014</i>	Date: <i>10/15/2014</i>

Participating State: State of Washington	 Attachment A.doc
By: (Signature) 	
Name: Christine Warnock CPPO <i>10/20/14</i>	
Title: Chief Procurement Officer	
Date:	

**Mail Equipment Sub-contractor
Company Information**
02713
ATTACHMENT A

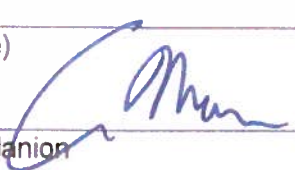

Company name and address: <u>Kelley Imaging Systems, Inc.</u> <u>8725 S. 212th Street</u> <u>Kent, WA 98031</u>	Authorized representative: <u>Terry Boyle</u>
	Phone/Cell: <u>425-765-5200</u>
	Email: <u>Terry.Boyle@kelleymailing.com</u>
Sub-contractor Ordering/usage contact/Address: <u>Name/Email: Rick Clark/</u> <u>info@kelleymailing.com</u> <u>Address: 8725 S. 212th Street, Kent,</u> <u>WA 98031</u> <u>Phone: 206-284-9100</u>	Contractor Purchase Order/Payment/usage contact information: Pitney Bowes Inc. <u>Name/Email: Doug MacDonald or Bill Walter</u> <u>Doug.macdonald@pb.com</u> <u>Bill.Walter@pb.com</u> <u>Address: 8030 S216th Street, Kent WA 98031</u> <u>Phone: 206 280-6634 480-206-2984</u>
Sub-contractor Federal Tax ID number <u>26-3968773</u>	Contractor Federal Tax ID number 06-0495050
Sub-contractor Wash. Dept. of Revenue Registration No. <u>602 887 020</u>	Contractor Wash. Dept. of Revenue Registration No.

SUBCONTRACTORS

By proposing the subcontractor, you agree to take complete responsibility, contract obligations, and liability for all actions of the subcontractor. All subcontractors are subject to DES approval. DES reserves the right to approve or disapprove any subcontractor, and may determine through its own criteria to cease using a subcontractor on the contract.

The Contractor agrees to include all sub contractor activity under the contract in the contractor's quarterly report of activity.

Sub-contractor agrees to all terms of Contract 02713 including all purchase orders and payments under the Contract are to be made out to and processed by the Contractor.

Sub contractor: Kelley Imaging Systems, Inc.	Contractor: Pitney Bowes
By: (Signature) 	By: (Signature) 
Name: Aric Manion	Name: Arthur E. Adams Jr.
Title: President	Title: Director, State and Local Contracts
Date: 10-15-14	Date: 10-15-2014

State of Washington DEPARTMENT OF ENTERPRISE SERVICES Master Contracts & Consulting	CONTRACT AMENDMENT	
	Contract Number: 02713	Date Issued: September 17, 2013
	Amendment Number: 01	Effective Date: Upon execution by MCC
This Contract Amendment is issued under the provisions of the State Contract identified above. The changes authorized are within the scope of the original contract. All rights and obligations of the parties shall be subject to and governed by the terms of the original contract including any subsequent amendments, which are hereby incorporated by reference.		

Purpose of Amendment



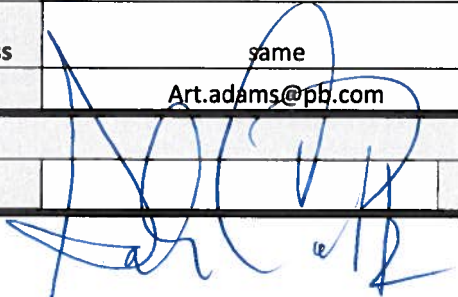
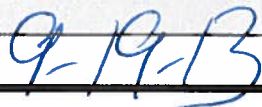
Purpose: To extend current period of performance.

Current period of performance is extended until October 11, 2014. This extension is to run concurrently with WSCA/NASPO master agreement ADSP011-0000411-7.

All other pricing, terms and conditions remain unchanged.

Authorizing Signatures

This contract amendment, consisting of one (1) pages and zero (0) attachment(s) consisting of 0 pages is executed by the persons signing below that warrant that they have the authority to execute this contract amendment.

For Contractor:  (Contractor Authorized Representative Signature) (Date) 9/17/2013		For State:  (Procurement Coordinator Signature) (Date) 9-19-2013	
Print Name	Art Adams	Print Name	Steve Hatfield
Telephone No.	203-351-7866	Telephone No.	360-407-9276
Company	Pitney Bowes	Company	Dept. Enterprise Services Master Contracts & Consulting
Mailing Address	1 Elmcroft Road Stamford, CT 06926-0700	Mailing Address	P. O. Box 41411 Olympia, WA 98504-1411
Physical Address	same	Physical Address	1500 Jefferson St. SE Olympia, WA 98501
Email:	Art.adams@pb.com	Email:	Steve.hatfield@des.wa.gov
MCC Manager 		DES Approval Signature/Date  9-19-13	

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

The State of Washington
(hereinafter “Participating State”)

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1. **Scope:** This addendum covers the WSCA/NASPO 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 and authorized by that state’s statutes to utilize state contracts.

This Participating Addendum covers the award of the following specific categories of goods and services, which are derivatives of the Arizona WSCA/NASPO award. In each of the following categories, the classifications of the bid and award apply.

The following equipment is available to customer agencies without restriction:

- Rental Postage Meters
- Integrated Postal Scales
- Ultra Low Volume Mailing Systems
- Low Volume Mailing Systems
- Low Volume Folder-Inserters
- Low Volume Tabbers
- Software License and Subscription (except return mail certification)

State agencies may purchase items from the following category when furniture available from Correctional Industries does not meet functional requirements. (as determined by the State Copier Contract Administrator). This restriction does not apply to other purchasers.

- *Mailroom Specific Furniture*

Items from the following categories may be purchased by state agencies only with prior approval in writing from Consolidated Mail Services (CMS). This restriction does not apply to other purchasers

- | | |
|---|--|
| • <i>Medium Volume Mailing Systems</i> | • <i>Labeler</i> |
| • <i>High Volume Mailing Systems</i> | • <i>Medium Volume Ink Jet Envelope</i> |
| • <i>High Volume Letter Folders</i> | • <i>High Volume Ink Jet Envelope</i> |
| • <i>Insertor Productions</i> | • <i>Addressing System</i> |
| • <i>High Volume Folder-Insertor</i> | • <i>Production Ink Jet Envelope Addressing System</i> |
| • <i>Production Folder-Insertor</i> | • <i>Pre-Sorting Equipment</i> |
| • <i>Medium Volume Tabbers</i> | • <i>Return Mail Certification Software Licenses and Subscriptions</i> |
| • <i>High Volume Tabbers</i> | |
| • <i>Low Volume Ink Jet Envelope Mail</i> | |

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Participation: Use of this WSCA/NASPO cooperative contract by agencies, political subdivisions, members of the Washington State Purchasing Cooperative (Co-op) for purchases prior to July 1, 2013 or signers of the Master Contracts Usage Agreement ("MCUA") for purchases after July 1, 2013 have been authorized by the Washington State Chief Procurement Officer. For further clarification please refer to the attached link: <http://www.des.wa.gov/services/ContractingPurchasing/Purchasing/Pages/PurchasingWashingtonStateContracts.aspx>

2. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. The following Modifications and Additions to Master Price Agreement apply only to actions and relationships geographically within the State of Washington.
 - 3.1 Software license terms and conditions shall be evaluated by the customer and mutually agreed upon in writing by the purchasing entity's authorized individual and Pitney Bowes Inc. List of Software Licenses offered under this participating addendum are attached hereto as Attachment A.
 - 3.2 All purchasing entities requiring the use of a Postage Meter will comply with all United States Postal Service regulations and meter terms and conditions applicable to the rental and use of postage meters supplied under this participating addendum as provided by the Contractor, attached hereto as Attachment B
4. Lease Agreements: Equipment Lease and Rental Agreements are authorized in accordance with the terms of WSCA/NASPO Master Price Agreement number: ADSP011-00000411-7. Attachment "C" reflects the lease terms and procedures. Any underlying leases to this Contract shall remain in full force and effect for the duration of their initial term, subject to the termination provisions contained within such lease.

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

Lead State

Name	Delia A. Walters, Procurement Manager
Address	Arizona DOA-SPO, 100 N. 15 th Ave, Suite 201, Phoenix, AZ 85007
Telephone	602-542-9125
E-mail	delia.walters@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
E-mail	art.adams@pb.com

Contractor – Local Strategic State Account Manager

Name	Bill Walter, Enterprise Government Account Manager
Address	8030 S 216 th St., Kent, WA 98032
Telephone	480-206-2984
E-mail	Bill.walter@pb.com

The State of Washington

Name	Dale Colbert
Address	1500 Jefferson St SE, Olympia, Washington 98501
Telephone	360-407-9425
E-mail	dale.colbert@des.wa.gov

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6. Subcontractors:

All Pitney Bowes dealers and resellers authorized in the State of Washington, as shown on the dedicated Pitney Bowes website, are approved to provide sales and service support to participants in the WSCA/NASPO Master Price Agreement. The Pitney Bowes dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Price Agreement.

7. Purchase Order Instructions:

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

Orders can be made out to either (a) Pitney Bowes, or (b) to an AUTHORIZED reseller depending upon the preference of the Participating State or other participating legal entity.

8. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Washington State contract number: 02713 and the Lead State price agreement number: -ADSP011-00000411-7.

9. 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 sub-grantee, but simply a provider of goods and related services.

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10. 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 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 and the Master Price Agreement number ADSP011-00000411-7 (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.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected.

10. Special Terms:

10.1 QUARTERLY USAGE REPORTS

Contractor must submit quarterly usage reports through the Contract Sales Reporting System located on the internet at <https://fortress.wa.gov/ga/apps/CSR/login.aspx> or otherwise submitted electronically up within 30 days after the end of each calendar quarter, i.e., no later than April 30th, July 31st, October 31st and January 31st.

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10.2 OTHER REQUIRED REPORTS

At the request of the Contract Administrator, Contractor shall provide a detailed contract sales history and endeavor to provide other detailed reports or data related to the purchase, lease or rental of equipment and related services, pricing, or other contract customer related information as requested by the State.

Contractor and its subcontractors shall maintain books, records, documents and other evidence relating to this Contract, in accordance with US Generally Accepted Accounting Principles ("GAAP"). Contractor shall retain all such records for six (6) years after the expiration or termination of this Contract. Records involving matters in litigation related to this Contract shall be kept for either one (1) year following the termination of litigation, including all appeals, or six (6) years from the date of expiration or termination of this Contract, whichever is later.

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10.3 ADVANCED PAYMENT PROHIBITED

No advance payment shall be made for goods or services furnished by Contractor pursuant to this Contract. Purchase of postage is not considered within scope of this Contract. Agencies should follow current State procurement procedures and may pay in advance for postage. Postage is by definition a prepayment for service and an OFM recognized exception

10.4 DEDICATED CONTRACT WEBSITE

Contractor shall establish and maintain an internet website dedicated to the Washington State. In addition to the items listed in the WSCA Master Service Agreement, the dedicated website shall include:

- Identification of the WSCA Master Service Agreement and Washington State's Participatory Addendum by title and number,
- Name and contact information for Washington State's Contract Administrator, And Contractor contact information,
- Contractor's single points of contact for contract administration, orders for product and service, and problem resolution, and On-line order processing.
- A guide to categories awarded

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10.5 GOVERNING LAW/VENUE

This Contract shall be construed and interpreted in accordance with the laws of the Participating State, and the venue of any action brought hereunder shall be in the County of Thurston, State of Washington.

10.6 PERSONAL LIABILITY

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the Participating State, when executing their official duties in good faith, be in any way personally liable or responsible for any agreement herein contained, whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

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10.7 INSURANCE

General Requirements:

Contractor shall, at their own expense, obtain and keep in force insurance as follows until completion of the Contract. After receipt of notice of award and upon request, Contractor shall furnish evidence in the form of a certificate of insurance satisfactory to the Participating State that insurance, in the following kinds and minimum amounts, has been secured. Failure to provide proof of insurance, as required, will result in Contract cancellation.

Contractor shall include all Subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each Subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the Participating State.

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Specific Requirements:

Employers Liability (Stop Gap): The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employer's Liability insurance with a limit of no less than \$1,000,000.00. The Participating State will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this Contract.

Commercial General Liability Insurance: The Contractor shall at all times during the term of this Contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this Contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness and death, and property damage arising out of the Contractor's premises/operations, independent Contractors, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business Contract), and contain separation of insured's (cross liability) conditions.

Contractor waives all rights against the Participating State for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

The limits of liability insurance shall not be less than as follows:

General Aggregate Limits (other than products-completed operations)	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury Aggregate	\$1,000,000
Each Occurrence (applies to all of the above)	\$1,000,000
Fire Damage Limit (per occurrence)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000

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Business Auto Policy (BAP):

In the event that services delivered pursuant to this Contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease, and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor, Subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than \$1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

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Contractor waives all rights against the Participating State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Additional Insurance Provisions:

All above insurance policies shall include, but not be limited to, the following provisions:

Additional Insured:

The Participating State and all authorized Purchasers shall be named as an additional insured on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary over any other valid and collectable insurance.

Notice of Policy (ies) Cancellation/Non-renewal:

For insurers subject to Chapter 48.18 RCW (Admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the Participating State's Chief Procurement Officer or designee no less than 45 calendar days prior to cancellation or any material change to the policy(ies) as it relates to this Contract. Written notice shall include the affected Contract reference number.

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Surplus Lines:

For insurers subject to Chapter 48.15 RCW (Surplus Lines) a written notice shall be given to the Participating State's Chief Procurement Officer or designee 20 calendar days prior to cancellation or any material change to the policy (ies) as it relates to this Contract. Written notice shall include the affected Contract reference number.

Cancellation for Non-payment to Premium:

If cancellation on any policy is due to non-payment of premium, a written notice shall be given to the Participating State's Chief Procurement Officer or designee 10 calendar days prior to cancellation. Written notice shall include the affected Contract reference number.

Identification:

Policy (ies) and Certificates of Insurance shall include the affected Contract reference number.

Insurance Carrier Rating:

The insurance required above shall be issued by an insurance company authorized to do business within the Participating State. Insurance is to be placed with a carrier that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the Risk Manager for the Participating State, by submitting a copy of the Contract and evidence of insurance before Contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

Excess Coverage:

The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits.

Limit Adjustments:

The Participating State reserves the right to increase or decrease limits as appropriate.

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10.8 OPPORTUNITY TO CURE

In the event Contractor fails to perform a contractual requirement or materially breaches any Term or Condition, the Participating State may issue a written cure notice. The Contractor may have a period of time in which to cure. The Participating State is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as determined solely within the discretion of the Participating State. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages, or otherwise affect any other remedy available against Contractor under this Contract or by law.

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10.9 TERMINATION for WITHDRAWAL of AUTHORITY

In the event that the Participating State and/or Purchaser's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, the Participating State may terminate this Contract, in whole or in part, by thirty (30) calendar days written notice to Contractor. Any underlying leases shall remain in full force and effect for the duration of their remaining term, subject to the termination provisions contained within such lease.

10.10 TERMINATION for NON-ALLOCATION of FUNDS

If funds are not allocated to Purchaser to continue this Contract in any future fiscal year, Purchaser may terminate this Contract by seven calendar days written notice to Vendor or work with Vendor to arrive at a mutually acceptable resolution of the situation. Purchaser will not be obligated to pay any further charges for Services after the current fiscal year including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then current fiscal year. Purchaser agrees to notify Vendor in writing of such non-allocation at the earliest possible time. No penalty shall accrue to Purchaser in the event this section shall be exercised.

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This section shall not be construed to permit Purchaser to terminate this Contract in order to acquire similar products or services from a third party.

10.11 ORDER of PRECEDENCE, CONFLICT and CONFORMITY

In the event of a conflict in Terms and Conditions, or between the Terms and Conditions and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Washington statutes and regulations.
- This Contract number 02713 including its attachments and exhibits.
- Mutually agreed written Amendments to this Contract.
- The WSCA/NASPO Master Agreement ADSP011-00000411-7 and all attachments, exhibits and letters of clarification as agreed to by the Lead State and the Contractor.
- Any other provision, term or material incorporated into the Contract by reference.

To the extent possible, the Terms and Conditions of this Contract shall be read consistently. If any provision of this Contract violates any Federal or State of Washington statute or law, it is considered modified to conform to that statute or rule of law.

10.12 ADMINISTRATIVE FEE

Contractor shall pay a 0.0075 Base Administrative Fee (.75%) to the State. The Administrative Fee shall be paid quarterly, no later than 30 days after the close of the quarter, on all purchases under this Contract, less any freight, taxes, returns, credits or adjustments. The Contractor's pricing to the State shall be adjusted to offset for the equivalent fee amount.

**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

The State of Washington
(hereinafter "Participating State")

Page 13 of 14

Payment must reference the Participating State's Contract number and the year and quarter for which the Administrative Fee is being remitted and be sent to:

Name:	State of Washington, Dept. of Enterprise Services
Address:	Attn: Finance 1500 Jefferson Street SE Olympia WA 98501
Reference:	WA Contract #02713

10.13 TAXES

Where required by statute or regulation, the Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. Unless otherwise indicated, the Purchaser agrees to pay State of Washington taxes on all applicable materials, supplies, services and/or equipment purchased. No charge by the Contractor shall be made for federal excise taxes and the Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

Contractor shall calculate and enter the appropriate Washington State and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.

www.aboutWSCA.org

**PARTICIPATING ADDENDUM
 WESTERN STATES CONTRACTING ALLIANCE and
 NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS
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Pitney Bowes Inc.
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And

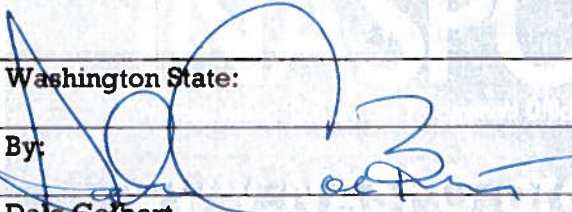
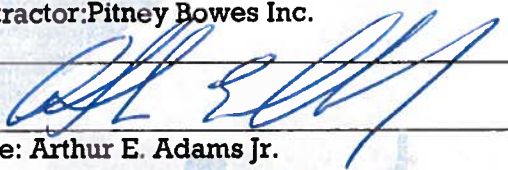
The State of Washington
 (hereinafter "Participating State")


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10.14 TRANSITION FROM PRIOR CONTRACT

Contractor agrees to allow users to continue leases in place prior to February 13, 2013 through their agreed upon term, at the same prices and with the existing terms and conditions.

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

Washington State:	Contractor: Pitney Bowes Inc.
By: 	By: 
Dale Colbert	Name: Arthur E. Adams Jr.
Procurement Manager	Title: Director, State and Local Contracts
Date: 6-14-13	Date: 6/13/2013

Washington State:
By: 
Christine Warnock
WSCA/NASPO State Director
Date: 6/18/13

Pitney Bowes Inc.

WSCA/NASPO ADSPO11-0000411-7

End User License Agreements ("EULA") / Software Licenses

Pitney Bowes MAILING, FOLDING / INSERTING, ADDRESSING, PACKAGE TRACKING / SHIPPING

EQUIPMENT PRODUCTS:

1) BM EULA SMA Accounting for Mailing Machines Business Manager Products

This agreement is used for Postage Accounting Products that provide end users the ability to accurately account for all postage processed through their mailing systems. These solutions eliminate time and error issues associated with manually tracking postage costs to agencies via an automated postage accounting solution.

2) PBDS SLMA January 2010: Sendsuite / Ascent Products

This agreement is used for Distribution Solutions Products that provide end users the ability to rate, ship and track letters, parcels and packages from carriers like USPS, UPS, FedEx etc. These solutions provide the agencies postage and carrier cost savings by comparing different carrier rates that are based on size, weight and delivery dates.

3) PBDS SLMA January 2010: Arrival Package Tracking Products

This agreement is used for Mail Tracking Software Products that allows end users to track First-Class and Standard-Class mail and view online reports that show where such mail is in the mail stream and when it's been delivered. These solutions allow agencies to track all mail put into the USPS mail stream from point of mailing to point of delivery.

4) Sendsuite Live Software License / Maintenance Agreement: Sendsuite Live Products

This agreement is used for high volume integrated shipping systems that process outgoing packages and parcels.

5) Eula-addressright pro US- 06-15-07 click wrap license i0069016, Smartmailer clickwrap eula, and PB first master software license agreement-- form c0021240: Addressing Products

This agreement is used for High Volume Tabletop Inserters when combined with Address Cleansing Software Products that allows end users to cleanse address databases to ensure the correct delivery address is assigned, and can also provide the agencies USPS postal discount savings for qualified pieces mailed.

DMT PRODUCTS Include High Volume Console Inserting or Sorting Solutions:

DMT Inserters Production Category - no products in this category require software license

DIRECT CONNECT software is embedded in and is a perpetual license granted when equipment purchased.

IntelliLink Software may be required in certain cases.

DMT Folder Inserters Production Category - all DMT software is imbedded in the hardware / RD License agreement DC Verify and DF Works require **New Master Software License Agreement.**

DMT Software License& Subscription Category - any DMT product codes beginning with RD, SL or SR the software licenses are imbedded in the hardware

(Imbedded) Software License Maintenance Agreement ((010046) rev 06 30

Master Software License Agreement may apply. Reseller agreement DPV LACS license may apply for certain types of sorters.

DMT Presorting Equipment Category - software licenses required / SD-SR-SI License agreement

(Imbedded) Software License Maintenance Agreement (010046) rev 06.30

Reseller Agreement DPV LACS license may apply for certain types of sorters.

Your Business Information

Customer PO #	Date Prepared		
Customer Name			Tax ID # (FEIN/TIN)
Billing Address: Street	City	State	ZIP+4
Contact Name	Contact Phone #	Billing ID #	
Installation Address (if different from billing address): Street	City	State	ZIP+4
Fiscal Period (from – to)			Delivery CAN #
Please note any special billing requirements here			Location ID#

Your Business Needs

Item	Description	Program ID	Fee
Total Fees:			

Postage By Phone® Information

Postage Account Statements will be sent to:		Initial Postage to be provided by:	
Customer Name:		Check Number:	Check Date:
Billing Address (if different from billing above): Street		Reserve Account \$:	Purchase Power®\$:
City State ZIP+4		Master Postage Account Number To Be Assigned:	
Billing Contact Name:		Postage By Phone Reset Charge:	\$_____/ea. if applicable

Your Payment Plan

Initial Term	Quarterly Fee*	<input type="checkbox"/> Soft-Guard® Subscription	Tax Exempt
		Annual Fee:	() State () County () City () Tax Exempt Certificate Attached () Tax Exempt Certificate Not Required

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

Your Signature

By your signature below, you agree to be bound by this Postage Meter Rental Agreement (this "Rental"). This Rental is made and entered into pursuant to your State's/Entity's Participating Addendum, which is made in connection with the WSCA/NASPO Contract # ADSP011-00000411-7 ("Agreements"), all of which are available at www.pb.com/states. The terms and conditions of the Agreements govern this transaction, and in the event of any inconsistency with this Rental, the Agreements will supersede this Rental.

Customer Signature	Date	State's/Entity's Participating Addendum #
Print Name	Title	Email Address

Sales Information

Rep Name	Rep#	District #
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WSCA/NASPO ADSP011-0000411-7

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 ADSP011-0000411-7, 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 ADSP011-0000411-7" – 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

- (a) We will invoice you the IntelliLink® Subscription fees listed on the Order.
- (b) After the Initial Term, we may increase the IntelliLink® Subscription fees in accordance with the WSCA Master Agreement.
- (c) When you receive notice of an increase, you may terminate this Agreement as of the date the increase becomes effective.
- (d) 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, retake the Meter, and collect from you all fees due for the remainder of the Initial Term.
- (e) You are responsible for paying any taxes on the Meter and services, including sales and use tax, unless a valid tax exemption certification acceptable to the applicable taxing authority is provided.

2.2 Postage

- (a) To obtain postage for your Meter, you must contact our POSTAGE BY PHONE® data center.
- (b) 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.
- (c) 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.
- (d) If you purchase postage through a Lockbox Bank, the USPS is responsible for refunds of unused postage and those refunds will be made in accordance with then current USPS regulations.

2.3 Terms of Use; Federal Regulations

- (a) You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any user documentation and (iii) all USPS regulations.
- (b) You agree to use the Meter only for business or commercial purposes, and not for personal, family, or household purposes.
- (c) You agree to use only attachments or printing devices authorized by us.
- (d) You must receive our written consent before moving the Meter to a different location.
- (e) Federal regulations require that we own the Meter.
- (f) Tampering with or misusing the Meter is a violation of federal law.

(g) 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.

(h) 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.

(i) 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.

(j) You understand that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is your obligation to comply with any rules and regulations regarding its use.

2.4 Care and Risk of Loss

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

- (a) Your Meter may require periodic rate information updates that you can obtain under our Soft-Guard® program.
- (b) The Soft-Guard® Subscription, we will provide up to 6 rate updates during each 12 month period following the date of installation.
- (c) We will provide rate updates only if required due to a postal or carrier change in rate, service, Zip Code or zone change.
- (d) Your Soft-Guard® Subscription does not cover any change in rates due to custom rate changes, new classes of carrier service, or a change in Zip Code or zone due to equipment relocation.
- (e) 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

- (a) 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.
- (b) REPAIR OR REPLACEMENT IS YOUR SOLE REMEDY.

2.7 LIMITATION OF LIABILITY

See – WSCA Master Price Agreement

2.8 Collection of Information

- (a) You authorize us to access and download information from your Meter and we may disclose this information to the USPS or other governmental entity.
- (b) We will not share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order.
- (c) We may elect to share aggregate data about our customers' postage usage with third parties.

3. VALUE BASED SERVICES

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

3.1 Fees

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

3.2 THE VALUE BASED SERVICES PROVIDED BY THE USPS ARE PROVIDED WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY 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.

SUMMARY OF LEASING/RENTAL PROGRAMS - STATE OF WASHINGTON

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.

TERM RENTAL (INSTALLMENT PURCHASE)-Option A

State agencies, departments and facilities, non-profits and non-state or local agencies cannot utilize this financing option. Political subdivisions of the State may utilize this financing option in accordance with their local procurement policies and procedures.

This program provides a 36, 48 or 60 Month Lease. Due to the tax exempt status of the Lessee, rates are much lower than standard Fair Market Value Lease rates. Title to the Equipment passes up front and at the end of the lease term, you own the equipment (excluding meter). Sales Tax will be charged, if required under Your State Statute.

STATE & LOCAL Rental - Option B

This program provides you with 36, 48 or 60 Month Rental. At the end of the rental period you can 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 at the end of the lease period 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:

LEASE RATES			
Term	Option A	Option B	Option C
36	.0323	.0377	.0342
48	.0252	.0309	.0277
60	.0210	.0270	.0237

MONTHLY LEASE PAYMENT BASED ON \$10,000 TRANSACTION			
Term	Option A	Option B	Option C
36	\$323.00	\$377.00	\$342.00
48	\$252.00	\$309.00	\$277.00
60	\$210.00	\$270.00	\$237.00

Pitney Bowes Global Financial Services LLC will serve as a sub-contractor under ADSP011-00000411-7 and will be the Lessor under this Term Rental (Installment Purchase) 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. *State of Washington agencies, facilities and departments cannot utilize this financing option.*

The Pricing Plan for the WSCA/NASPO Term Rental (Installment Purchase) Lease Terms and Conditions is as follows:

Monthly Billing:

<u>Term:</u>	<u>Lease Rate:</u>
36	.0323
48	.0252
60	.0210

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.

"Lease" - the Order and this WSCA/NASPO Term Rental (Installment Purchase) 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 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.

"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 will make each Monthly Payment by the due date shown on our invoice.

L2.2 **You may not cancel this Agreement for any reason except as expressly set forth in Section L10 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 Term. Your Monthly Payment will increase if your PBI Payments increase.

L3.4 Your obligations, including your obligation to pay the Monthly Payments due in any fiscal year during the term of this Agreement, shall constitute a current expense for such fiscal year and shall not constitute indebtedness within the meaning of the constitution and laws of the state in which you are located. Nothing herein shall constitute a pledge by you of any taxes or other moneys (other than moneys lawfully appropriated from time to time by or for your benefit for this Agreement) to the payment of any Total Payment due under this Agreement.

L4. EQUIPMENT OWNERSHIP

L4.1 PBI owns any IntelliLink® Control Center or Meter. Title to the Equipment shall pass to you upon installation. However, you and we agree that title shall automatically revert to us in the event of default, or termination due to your non-appropriation under Section 10.

L5. TERM

L5.1 This Agreement shall commence on the date of delivery and shall continue until the earlier of (i) termination at our option upon the occurrence of an event of default, or (ii) the occurrence of an event of a non-appropriation under Section 10, or (iii) the expiration of the Term and your payment of all Monthly Payments and other sums due and your fulfillment of all other obligations under this Agreement.

L6. SURRENDER OF EQUIPMENT

L6.1 If you default, or terminate this Agreement by non-appropriation under Section 10, you, at your expense, shall return all Equipment by delivering it to us in the same condition as when delivered to you, reasonable wear and tear excepted, to such place or on board such carrier, packed for shipping, as we may specify. Until the Equipment is returned as required above, all terms of this

Agreement remain in effect including, without limitation, your obligations to make payments relating to your continued use of the Equipment and to insure 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 You bear the entire risk of loss to the Equipment from the Delivery Date by PBI until the end of the Term (including any extensions), regardless of cause, ordinary wear and tear excepted ("Loss").
- L9.2 No Loss will relieve you of any of your obligations under this Agreement. You must immediately notify us in writing of the occurrence of any Loss.
- L9.3 You will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance"). YOU MUST CALL US AT 1-800-243-9506 AND PROVIDE US WITH EVIDENCE OF INSURANCE.

L10. NON-APPROPRIATION

- L10. See Master Agreement - Non Appropriations Clause.

L11. REPRESENTATIONS

- L11.1 You hereby represent and warrant that (a) you are a state or political subdivision thereof within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code"); and (b) you have the power and authority under applicable law to enter into this Agreement and you have been duly authorized to execute and deliver this Agreement and carry out your obligations hereunder. You acknowledge that a portion of each Monthly Payment you shall pay includes interest and that this Agreement is entered into based on the assumption that the interest portion of each Monthly Payment is not includible in gross income of the owner thereof for Federal income tax purposes under Section 103(a) of the Code. You shall, at all times, do and perform all acts and things necessary and within your control in order to assure that such interest component shall be so excluded. If any interest is determined not to be excludible from gross income,

your Monthly Payment shall be adjusted in an amount sufficient to maintain our original after tax yield utilizing our consolidated marginal tax rate, which adjusted Monthly Payments you agree to pay as provided in this Agreement, subject to Section L10. The rate at which the interest portion of Monthly Payments is calculated is not intended to exceed the maximum rate or amount of interest permitted by applicable law. If such interest portion exceeds such maximum, then at our option, if permitted by law, the interest portion will be reduced to the legally permitted maximum amount of interest, and any excess will be used to reduce the principal amount of your obligation or be refunded to you. You shall not do (or cause to be done) any act which will cause, or by omission of any act allow, this Agreement to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or a "private activity bond" within the meaning of Section 141(a) of the Code. At the time of your execution of this Agreement, you shall provide us with a properly prepared and executed copy of the appropriate US Treasury Form 8038-G or 8038-GC and you appoint us as your agent for the purpose of maintaining a registration system as required by Section 149(a) of the Code. This Section shall survive the termination of this Agreement.

L12. MISCELLANEOUS

- L12.1 If more than one customer is named in this Agreement, liability is joint and several.
- L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS AGREEMENT 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 Agreement or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.
- L12.4 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.
- L12.5 This Agreement is being offered to any purchasing entity who is authorized to file a 8038-G and/or 8028-GC and such form must be included provided when placing an order.
- L12.6 All applicable taxes required to be collected by us will be shown on the invoice.
- L12.7 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.
- L12.8 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 12.9 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 B -- WSCA/NASPO FMV RENTAL TERMS AND CONDITIONS – STATE OF WASHINGTON:

Pitney Bowes Global Financial Services LLC (“PBGFS”) will serve as a sub-contractor under ADSP011-00000411-7 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. 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 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 (unless you are enrolled in the ValueMAX® program) 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 return the Equipment, IntelliLink Control Center and/or Meter as specified 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 return all items pursuant to Section L6.1.

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 AND VALUEMAX® PROGRAM

L9.1 Risk of Loss.

- (a) You bear the entire risk of loss to the Equipment from the date of delivery by PBI 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.
- (c) Unless you are a state agency or department you will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement

with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance").

L9.2 ValueMAX Program, applicable to eligible non-state agencies

- (a) If you do not provide evidence of insurance and have not enrolled in our own program (ValueMAX), we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice.
- (b) We will provide written notification reminding you of your insurance obligations described above in Section L9.1(c).
- (c) If you do not respond with evidence of insurance within the time frame specified in the notification we may immediately include the Equipment in the ValueMAX program.
- (d) If the Equipment is included in the ValueMAX program and any damage or destruction to the Equipment occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment.
- (e) If we are required to repair or replace the Equipment under the ValueMAX program and we fail to do so within 20 days of receiving your written notice of loss or damage, you may terminate this Rental.
- (f) We are not liable to you if we terminate the ValueMAX program. By providing the ValueMAX program we are not offering or selling you insurance; accordingly, regulatory agencies have not reviewed this Rental, this program or its associated fees, nor are they overseeing our financial condition.

L10. NON-APPROPRIATION

L10.1 See Master Agreement – Non Appropriation clauses, Uniform Terms and Conditions, Sections 4.4 and 4.5.

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 ADSPO11-00000411-7, 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.

Pitney Bowes Global Financial Services LLC will serve as a sub-contractor under ADSPO11-00000411-7 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(b), 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 (not available to State agencies, departments and facilities); 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 (unless you are enrolled in the ValueMAX® program) 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 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 (not available to State agencies, departments and facilities).

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 AND VALUEMAX® PROGRAM

Because we own the equipment while you lease it from us, we need to make sure it is protected while it is in your possession. You can demonstrate to us that the equipment will be protected either by showing us that your insurance will cover the equipment or by enrolling in our fee-based ValueMAX program. The terms of that program are listed in Section L9.2.

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.
- (c) Unless you are a State agency, facility or department you will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance").

L9.2 ValueMAX Program, applicable to all non-state entities

- (a) If you do not provide evidence of insurance and have not enrolled in our own program (ValueMAX), we may include the Equipment

in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice.

- (b) We will provide written notification reminding you of your insurance obligations described above in Section L9.1(c).
- (c) If you do not respond with evidence of insurance within the time frame specified in the notification we may immediately include the Equipment in the ValueMAX program.
- (d) If the Equipment is included in the ValueMAX program and any damage or destruction to the Equipment occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment.
- (e) If we are required to repair or replace the Equipment under the ValueMAX program and we fail to do so within 20 days of receiving your written notice of loss or damage, you may terminate this Lease.
- (f) We are not liable to you if we terminate the ValueMAX program. By providing the ValueMAX program we are not offering or selling you insurance; accordingly, regulatory agencies have not reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

L10. NON-APPROPRIATION

L10.1 See Master Agreement – Non Appropriations clauses, Uniform Terms and Conditions, Sections 4.4 and 4.5.

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 ADSPO11-00000411-7, 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.



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES
1500 Jefferson, Olympia, WA 98504

MEMORANDUM OF UNDERSTANDING

Memo of Understanding by and between the State of Washington Department of Enterprise Services and Pitney Bowes, Inc. for State of Washington Contract 02713 and the Participating Addendum for WSCA/NASPO Master Agreement ADSPO11-00000411-7 ("WSCA/NASPO Master Agreement").

This Memorandum of Understanding ("MOU") is entered into as of Date of Execution, by and between the State of Washington hereafter, (the "State"), with principal offices located at 1500 Jefferson Street SE, Olympia, Washington 90501, and Pitney Bowes Inc., hereafter, ("PBI" or the "Contractor"), with offices at One Elmcroft Road, Stamford CT 06926.

This MOU will serve to document the understanding between the State and PBI as to the specific insurance requirements, identified and related compliance, under State of Washington Contract 02713 ("Contract") and the Participating Addendum for the WSCA/NASPO Master Agreement.

The parties hereto mutually agree as follows:

Under the Section Insurance, General Requirements, Paragraph 2, PBI maintains its own dedicated service force for service and repair of its equipment. The use of a third party for delivery and pick up of certain products acquired under this Contract does not constitute a Subcontractor relationship as defined within the Contract or the WSCA/NASPO Master Agreement. PBI will be deemed in compliance if it insures against the vicarious liability for the acts of its subcontractors utilized under the referenced Contract.

Under the Section Insurance, General Requirements, Paragraph 3, PBI will be deemed in compliance if all insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State with respect to the State's rights as additional insured.

Under the Section Insurance, Specific Requirements, Paragraph 1, the parties agree that the insurance shall cover such claims as may be caused through a negligent act or omission of the Contractor or its officers, agents, representatives, assignees, or servants.

Under the Section Insurance, Specific Requirements, Paragraph 2, PBI will be deemed in compliance if the insurance shall also cover bodily injury, including disease, illness and death, and property damage arising out of the Contractor's premises/operations, vicarious liability for the acts of independent Contractors, products/completed operations, personal injury and advertising injury, tort liability, and contain separation of insured's (cross liability) conditions.

Under the Section Insurance, Business Auto Policy (BAP), Paragraph 1, PBI will be deemed in compliance if the coverage provided shall protect against claims for bodily injury, including illness, disease, and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor or its employees.

Under the Section Insurance, Additional Insured, PBI will be deemed in compliance if the property insurance policy is not listed on the Certificate of Insurance. The Participating State and all authorized Purchasers shall be added as Loss Payees under the property insurance policy should the situation arise.

Under the Section Insurance, Notice of Policy(ies) Cancellation/Non-renewal, PBI will be deemed in compliance if written notification will be given to the director of purchasing or designee thirty (30) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this Contract.

Under the Section Insurance, Identification, PBI will be deemed in compliance if only the Certificates of Insurance shall include the affected Contract reference number.

The term of this MOU (the "Term") shall commence with the execution of this agreement and shall extend through the term of Contract No. 02713 unless earlier terminated as set forth herein.

The parties shall resolve any conflict or inconsistency among and between various parts of this MOU in the following order of priority: (1) this MOU, and then (2) the Contract.

Any notices or communications between the parties, that are required to be provided, or that the parties desire to provide, relating to the performance of this MOU, shall be given in writing and shall be made by postage prepaid, registered or certified mail, return receipt requested, or by overnight delivery by FedEx or by other reputable courier service, facsimile, or by e-mail, to the addresses set forth as follows:

(A) to the State:

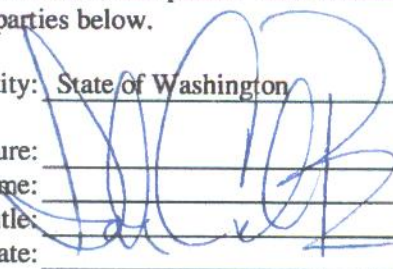
Mr. Dale Colbert, Procurement Manager
Department of Enterprise Services
1500 Jefferson St SE.
Olympia WA 98501
Fax: (360) 586-2426
Email: dale.colbert@des.wa.gov
and,

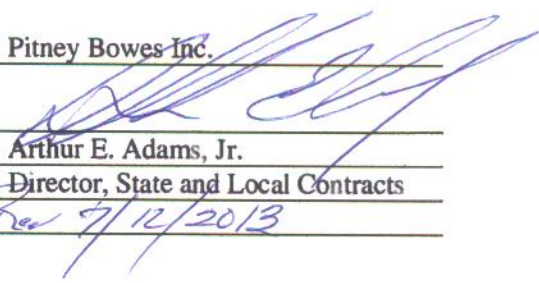
(B) to Pitney Bowes Inc.:

Mr. Arthur E. Adams, Jr.
Director, State and Local Contracts
One Elmcroft Road
MSC 53-03
Stamford CT 06926-0700
Fax: (203)-460-3827
Email: art.adams@pb.com

With a copy to the Assistant General Counsel, One Elmcroft Road, Stamford CT 06926-0700.

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

Participating Entity: State of Washington
Signature: 
Name: _____
Title: _____
Date: _____

Contractor: Pitney Bowes Inc.
Signature: 
Name: Arthur E. Adams, Jr.
Title: Director, State and Local Contracts
Date: Nov 9/12/2013