



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000006391
Pitney Bowes, Inc.
3001 Summer Street
Stamford, CT 06926

Email: Bill.walter@pb.com
Telephone No.: 480-206-2984

Number: 80-00000-18-00045AB

Amendment No.: Three

Term: August 31, 2018 – May 14, 2021

NASPO Link:
<https://www.naspo.valuepoint.org/portfolio/mailroom-equipment-supplies-and-maintenance-2017-2022/pitney-bowes-inc/>

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: Travis Dutton-Leyda

Telephone No.: 505-827-0477

Email: travis.dutton-leyda@state.nm.us

Invoice:
As Requested at time of order

Title: **Mailroom Equipment, Supplies, and Maintenance**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from May 15, 2020 to May 14, 2021 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Mark Hayden, New Mexico State Purchasing Agent

Date: 3-12-2020



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment Cover Page

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Email: bill.walter@pb.com
Telephone No.: 480-206-2984

Price Agreement Number: 80-000-18-00045AB

Price Agreement Amendment No.: Two

Term: August 31, 2018 – May 14, 2020

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allowed by law.

Procurement Specialist: Travis Dutton-Leyda

Telephone No.: 505-827-0477

Email: travis.dutton-leyda@state.nm.us

Invoice:
As Requested at time of order

Title: **Mailroom Equipment, Supplies, and Maintenance**

This Price Agreement Amendment is to be attached to the respective Participating Addendum and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Delete Exhibit B and C and replace with Revised Exhibit B and Revised Attachment C.

Except as modified by this amendment, the provisions of the Participating Addendum shall remain in full force and effect.

PARTICIPATING ADDENDUM
NASPO ValuePoint
Mailroom Equipment, Supplies, and Maintenance
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Pitney Bowes Inc.
 Master Agreement No: ADSP016-169897
 (hereinafter "Contractor")
 And
State of New Mexico
 Statewide Price Agreement No: 80-000-18-00045AB
 (hereinafter "Participating State/Entity")
 80-000-18-00045AB
 AMENDMENT NO: Two

THIS AMENDMENT is made and entered into by and between the **State of New Mexico, General Services Department, State Purchasing Division**, hereinafter referred to as the "**Procuring Agency**" and **Pitney Bowes, Inc.** hereinafter referred to as the "**Contractor.**"

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

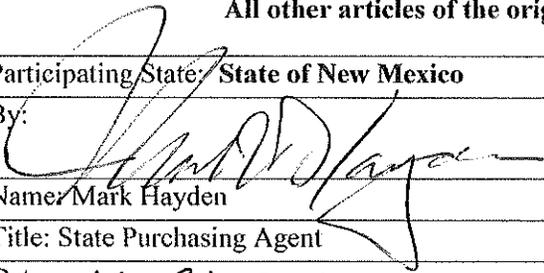
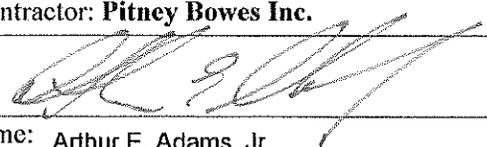
This amendment is issued to reflect the following effective immediately:

Delete: Exhibit B and Exhibit C

Add as attached Revised Exhibit B and Revised Exhibit C

All supporting documents relating to the Master Agreement can be found:
<https://www.naspovaluepoint.org/portfolio/mailroom-equipment-supplies-and-maintenance-2017-2022/>

All other articles of the original contract remain the same.

Participating State: State of New Mexico	Contractor: Pitney Bowes Inc.
By: 	By: 
Name: Mark Hayden	Name: Arthur E. Adams, Jr.
Title: State Purchasing Agent	Title: Director, Government Contract Compliance
Date: <u>10-31-2019</u>	Date: October 28, 2019

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	907-723-3360
E-mail:	tfosket@naspovaluepoint.org

Revised EXHIBIT B

OPTION B -- NASPO VALUEPOINT Fair Market Value (FMV) RENTAL TERMS AND CONDITIONS:

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

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

Monthly Rate Factors:

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

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

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

L1. DEFINITIONS

L1.1 The following terms mean:

"Agreement" - the Order, your State's Participating Addendum, the NASPO ValuePoint Master Agreement ADSPO16-169897, as amended, these terms and conditions, and any attached exhibits.
"Bank" - The Pitney Bowes Bank, Inc.
"Consumable Supplies" - ink, ink rollers, printheads, toner and drum cartridges, ribbons and similar items. Product-specific consumable supplies are identified in the product operator guide.
"Covered Equipment" - the equipment rented or sold to you from PBGFS or PBI that is covered by the SLA as stated on the Order. Covered Equipment does not include any Meter, or any standalone software, and SendKit equipment.
"Delivery Date" - the date the Equipment or other item is delivered to your location.
"Effective Date" - the date the Order is received by us.
"Equipment" - the equipment listed on the Order, excluding any Meter, and any standalone software and SendKit equipment.
"Initial Term" - the lease period listed on the Order
"Install Date" - the date the Equipment or other item is installed at your location.
"Meter" - any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+™ or SendPro™ P or C series mailing system, the postal security device that accounts for and enables postage to be purchased and printed ("PSD") and (ii) in the case of all other mailing systems, the PSD, the user interface or keyboard and display and the print engine.
"Meter Services" means access to the PSD to download, account for, and enable printing of postage within a PBI Postage Evidencing System as defined in Title 39, Part 501 of the Code of Federal Regulations ("CFR"); USPS mandated processes associated with the PSD, including registration, usage reporting and withdrawal; repair or replacement of the PSD as described in Section 2.6 of the Equipment Rental and Meter Services Terms and Conditions; and the Softguard Program outlined in Section 2.5 of the Equipment Rental and Meter Services Terms and Conditions.
"Lease" - the Order and this NASPO ValuePoint Fair Market Value Rental Terms and Conditions.
"Maintenance Service" - the maintenance service for the Covered Equipment selected by you on the Order, excluding software maintenance.
"Master Agreement" - NASPO ValuePoint Master Agreement ADSPO16-169897 Mail Room Equipment, Supplies and Maintenance contract administered by the State of Arizona 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.

"NASPO ValuePoint" - NASPO ValuePoint Cooperative Purchasing Organization LLC, a wholly owned subsidiary of National Association of State Procurement Officials (NASPO).
"Order" - the executed agreement between the applicable Pitney Bowes company and you for the Equipment.
"PBGFS" - Pitney Bowes Global Financial Services LLC.
"PBI" - Pitney Bowes Inc.
"Pitney Bowes" - PBGFS and its subsidiaries, and PBI.
"Postage Equipment Rental and Meter Services Agreement" - an agreement governing the Equipment rental and Meter Services 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.
"You," "Your," "Lessee," or "Customer" - the entity identified on the Order.

L2. AGREEMENT

- L2.1 You are leasing the Equipment listed on the Order.
L2.2 You may not cancel this Lease for any reason except as expressly set forth in Sections L10 and L11 below, all payment obligations are unconditional.
L2.3 If you do not pay the fees when due or you do not comply with the Agreement and fail to cure the same within thirty (30) days of receipt of written notice thereof, we may disable the Meter, terminate the Agreement, retake the Equipment and Meter, and collect from you all fees due for the remainder of the Initial Term, or if after the Initial Term, all fees then due, plus interest at the lesser of 18% per year or the maximum allowed by law.
L2.4 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

L3. PAYMENT TERMS AND OBLIGATIONS

- L3.1 We will invoice you in arrears each quarter for all payments on the Order (each, a "Quarterly Payment"), except as provided in any statement of work attached to the Order. You will make each Quarterly Payment by the due date shown on our invoice.
L3.2 Your Quarterly Payment may include an origination fee, amounts carried over from a previous unexpired lease, SLMA fees and other charges.
L3.3 Any Meter Services fees, SLA fees, and subscription fees (collectively "PBI Payments"), will be included with your Quarterly Payment and begin with the start of the Lease Term (as defined

below). After the Initial Term, your Quarterly Payment will increase if your PBI Payments increase.

L4. EQUIPMENT OWNERSHIP

We own the Equipment. PBI owns any Meter. Except as stated in Section L6, you will not have the right to become the owner of the Equipment at the end of this Agreement.

L5. LEASE TERM

The Lease term is the number of months stated on the Order ("Lease Term"). The Lease Term will commence on the date the Equipment is accepted, if we do not install the Equipment. If we install the Equipment, the Lease Term will commence on the installation date.

L6. END OF LEASE OPTIONS

L6.1 During the 90 days before your Lease ends, you may, if not in default, select one of the following options:

- (a) enter into a new lease with us;
- (b) purchase the Equipment "as is, where is" for fair market value; or
- (c) return the Equipment and Meter in its original condition, reasonable wear and tear excepted and pay us our then applicable processing fee. If you return the Equipment and Meter, you will, as specified by us, either properly pack and return them to us in the return box and with the shipping label provided by us or furnish them to such service carrier as we specify to pick up and ship them to us.

L6.2 If you do not select one of the options in Section L6.1, you will be deemed to have agreed to enter into month to month extensions of the term of this Agreement. You may choose to cancel the automatic extensions by giving us 120 days prior written notice before the Lease expires (unless the law requires the notice period to be shorter). Upon cancellation, you agree to either return all items pursuant to Section L6.1(c) or purchase the Equipment.

L7. WARRANTY AND LIMITATION OF LIABILITY

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

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

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

L7.3 PBGFS AND THE BANK ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

L8. EQUIPMENT OBLIGATIONS

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

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

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

L9. RISK OF LOSS AND VALUEMAX® PROGRAM

L9.1 Risk of Loss.

- (a) You bear the entire risk of loss to the Equipment from the date of acceptance by PBI until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted ("Loss").
- (b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss.
- (c) To protect the equipment from loss, you will either (i) keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance") or (ii) be enrolled in PBGFS' ValueMAX program described in Section 9.1(d).
- (d) YOU MUST CALL US AT 1-800-732-7222 AND PROVIDE US WITH EVIDENCE OF INSURANCE. If you do not provide evidence of insurance and have not previously enrolled in our equipment replacement program (ValueMAX), we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice.
- (e) We will provide written notice reminding you of your Insurance obligations described above in Section L9.1(c).
- (f) If you do not respond with evidence of insurance within the time frame specified in the notification we may immediately include the Equipment in the ValueMAX program.
- (g) If the Equipment is included in the ValueMAX program and any damage or destruction to the Equipment occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment.
- (h) We are not liable to you if we terminate the ValueMAX program. By providing the ValueMAX program we are not offering or selling you insurance; accordingly, regulatory agencies have not reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

L10. NON-APPROPRIATION

L10.1 See Participation Addendum

L11. EARLY TERMINATION

L11.1 You 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. Cancelable Lease -- **Cancel upon ninety (90) days prior written notice and payment of a termination charge equal to one quarterly payment.**

L12. MISCELLANEOUS

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

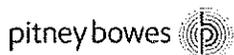
L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD. ANY ASSIGNMENT WITHOUT OUR CONSENT IS VOID.

- L12.3 We may sell, assign, or transfer all or any part of this Lease or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.
- L12.4 All applicable taxes required to be collected by us will be shown on the invoice.
- L12.5 The order of precedence governing the relationship between the Participating Entity and the Contractor shall be, the State's Participating Addendum, the NASPO ValuePoint Master Agreement ADSP016-169897, these terms and conditions, and any attached exhibits. If there is a conflict between any of the terms and conditions in this agreement, your State's Participating Addendum and the Master Agreement ADSP016-169897 shall prevail.
- L12.6 Any Meter used by you under this Agreement is subject to the applicable USPS regulations and meter terms and conditions as may be provided by PBI.
- L12.7 Our Equipment may contain embedded software. You agree:
- (i) that PBI and its licensors own the copyrights and other intellectual property in and to the embedded software;
 - (ii) that you do not acquire any right, title or interest in or to the embedded software;
 - (iii) only to use the embedded software with our Equipment in which the embedded software resides;
 - (iv) that you may not copy the embedded software;
 - (v) that

you may neither modify nor create derivative works of the embedded software (vi) that you may neither distribute nor disclose the embedded software (or any portion thereof) to any other person; (vii) that you may not translate, de-compile, disassemble, or otherwise attempt to unbundle, reverse engineer or create derivative works of the embedded software, except as permitted by applicable law; and (viii) that you may not export the embedded software in contravention of applicable export control laws. The embedded software contains third party software. Notwithstanding the above, this section does not modify any terms that may accompany such third party software.

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

L12.9 We will provide you with a welcome letter by email



**NASPO VALUEPOINT ADSP016-169897
EQUIPMENT RENTAL AND METER SERVICES TERMS AND CONDITIONS**

Revised Attachment C Equipment Rental and Meter Services Terms

1. DEFINITIONS

As used in this Agreement, the following terms mean:

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

"Bank" - The Pitney Bowes Bank, Inc.

"Equipment" means the equipment listed on the Order, excluding any Meter or standalone software.

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

"Meter" - any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+™ or SendPro™ C and P series mailing system, the postal security device that accounts for and enables postage to be purchased and printed ("PSD") and (ii) in the case of all other mailing systems, the PSD the user interface or keyboard and display and the print engine.

"Meter Services" means access to the PSD to download, account for, and enable printing of postage within a PBI Postage Evidencing System as defined in Title 39, Part 501 of the Code of Federal Regulations ("CFR"); USPS mandated processes associated with the PSD, including registration, usage reporting and withdrawal; repair or replacement of the PSF as described in Section 2.6; and the Softguard Program outlined in Section 2.5.

"Master Agreement" – NASPO ValuePoint Master Agreement ADSP016-169897 Mail Room Equipment, Services and Maintenance 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.

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

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

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

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

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

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

"USPS" – the United States Postal Service.

"You," or "Your" - the person identified on the Order who is renting Equipment or purchasing Meter Services.

payment on your behalf to USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your Meter Services fees.

(c) If you purchase postage through a Lockbox Bank, the USPS is responsible for refunds of unused postage and those refunds will be made in accordance with then current USPS regulations.

2.3 Terms of Use; Federal Regulations

(a) You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any operator guide and (iii) all USPS regulations.

(b) You agree to use only attachments or printing devices authorized by us.

(c) You must receive our written consent before moving the Meter to a different location.

(d) Federal regulations require that we own the Meter.

(e) Tampering with or misusing the Meter is a violation of federal law.

(f) Activities of the USPS including the payment of refunds for postage by the USPS to clients will be made in accordance with the current Domestic Mail Manual.

(g) If the Meter is used in any unlawful scheme, or is not used for any consecutive 12 month period, or if you take the Meter or allow the Meter to be taken outside the United States without proper written permission of USPS Headquarters, or if you otherwise fail to abide by the postal regulations and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter Services agreement may be revoked. You acknowledge that any use of a Meter that fraudulently deprives the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false or fraudulent statement can result in imprisonment of up to 5 years and fines of up to \$10,000 (18 U.S.C. 1001) and a civil penalty of up to \$5,000 plus an assessment of twice the amount falsely claimed (3 U.S.C. 3802). The mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes.

(h) You are responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to us. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft.

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

2.4 Care and Risk of Loss

(a) You agree to take proper care of the Meter(s).

(b) You assume all risk of loss or damage to the Meter while you have possession.

2.5 Rate Updates and Soft-Guard® Program

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

(b) The Soft-Guard® Subscription, we will provide up to 6 rate updates during each 12 month period following the date of installation.

(c) We will provide rate updates only if required due to a postal or carrier change in rate, service, Zip Code or zone change.

(d) Your Soft-Guard® Subscription does not cover any change in rates due to custom rate changes, new classes of carrier service, or a change in Zip Code or zone due to equipment relocation.

(e) We will not be responsible for any losses arising out of or resulting from the failure of rating or software downloads to conform to published rates.

2.6 Repair or Replacement

(a) Pitney Bowes is responsible for the repair or replacement of the Meter in the event the repair or replacement is not required due

2. EQUIPMENT RENTAL AND METER SERVICES

2.1 Fees

(a) We will invoice you the Equipment rental ("rental") and Meter Services fees listed on the Order.

(b) After the Initial Term, we may increase the rental and/or Meter Services fees in accordance with the Master Agreement.

(d) When you receive notice of an increase, you may terminate your rental or Meter Services only as of the date the increase becomes effective.

(e) If you do not pay the fees when due or you do not comply with the Agreement, upon five days' notice and continued non-payment, we may disable the Meter, terminate the Agreement, retake the Meter, and collect from you all fees due through the termination date of the Agreement.

(f) The State of New Mexico will be invoiced for the NM Gross Receipts Tax on the Meter and Services unless a valid tax exemption certification acceptable to the applicable taxing authority is provided.

2.2 Postage

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

(b) If you participate in any optional PBI, PBGFS, or Bank postage advance programs (such as Purchase Power), we will advance

**NASPO VALUEPOINT ADSP016-169897
EQUIPMENT RENTAL AND METER SERVICES TERMS AND CONDITIONS**

to the State's usage which exceeds our recommendations, use of Meter in a manner not authorized by this Agreement or any operator guide, use of equipment in an environment with unsuitable humidity and/or line voltage, damage in transit due to the relocation of the equipment other than by an authorized Pitney Bowes employee or Agent, virus contamination or loss of data, loss or fluctuation of power, fire, flood or other natural causes, external forces beyond our control, sabotage or service by anyone other than us, failure to use applicable software updates, use of Meter with any system for which we have advised you we will no longer provide support or which we have advised you is no longer compatible, or use of third party supplies (such as ink), hardware or software that results in (i) damage to Meter (including damage to printheads), (ii) poor indicia, text or image print quality, (iii) indicia readability failures or (iv) a failure to print indicia, text or images

(b) REPAIR OR REPLACEMENT IS YOUR SOLE REMEDY.

2.7 LIMITATION OF LIABILITY

See – Master Agreement

2.8 Collection of Information

- (a) You authorize us to access and download information from your Meter or from your PC Postage account, and we may disclose this information to the USPS or other governmental entities to the extent mandated by Federal Government Regulations.
- (b) We will not share with any third parties (except the USPS - or other governmental entities to the extent mandated by Federal Government Regulations) 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. Aggregated data for postage usage will not show individual customers' information and would not allow third parties to identify individual customer usage.

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 AND SUBSCRIPTION SERVICES

4.1 Our Equipment may contain embedded software. You agree that: (i) PBI and its licensors own the copyrights and other intellectual property in and to the embedded software; (ii) you are licensed only to use the embedded software with our Equipment in which the embedded software resides; (iii) you will not copy, modify, decompile, or otherwise attempt to unbundle, reverse engineer or create derivative works of the embedded software, except as permitted by applicable law; (iv) you will not distribute or otherwise

disclose the embedded software (or any portion thereof) to any other person; and (v) you may not export the embedded software in contravention of applicable export control laws. The embedded software contains third party software, which, notwithstanding the above, is subject to any terms that may accompany such third party software.

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

5. INTERNET ACCESS POINT

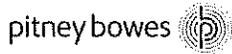
5.1 The Connect+™ and SendPro C and P series mailing systems may use an internet access point (e.g., wireless router) provided by us. You may only use this access point for connectivity between the Connect+™ and SendPro C and P series mailing systems and the internet and for no other purpose. You agree 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 See Lessee's End-of-Lease-Term Options of the Master Lease Agreement.
- 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.

7. ORDER OF PRECEDENCE.

7.1 If there is a conflict between any of the terms and conditions in this Attachment C, your State's Participating Addendum and the Master Agreement ADSP016-169897, the terms set forth in this Attachment C shall prevail.



**NASPO VALUEPOINT ADSP016-169897
EQUIPMENT RENTAL AND METER SERVICES TERMS AND CONDITIONS**

UNITED STATES POSTAL SERVICE ACKNOWLEDGMENT OF DEPOSIT

UI.1 In connection with your use of a Postage Evidencing System, you may transfer funds to the USPS through a Lockbox Bank for the purpose of prepayment of postage on Postage Evidencing Systems, generating evidence of postage (a "Deposit"), or you may transfer funds to the Bank for deposit into your Reserve Account .

UI.2 To the extent you deposit funds in advance of the use of any evidence of postage, you may make Deposits in the Lockbox Bank account identified as "United States Postal Service CMRS-PB" or make deposits in your Reserve Account, in either case through electronic means, including Automated Clearinghouse Transfers. The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by you to the Lockbox Bank account described above.

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

UI.4 Any Deposit made by you in the Lockbox Bank account shall be credited by the USPS only for the payment of evidence of postage. Such Deposits may be commingled with Deposits of other clients. You shall not receive or be entitled to any interest or other income earned on such Deposits.

UI.5 The USPS will provide a refund to you for the remaining account balances of Deposits held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for evidence of postage, published in the CFR.

UI.6 The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by you, so that PBI can update its records.

UI.7 PBI may deposit funds on your behalf. The USPS will make no advances of funds to you. Any relationship concerning advances of funds is between you and PBI, PBGFS and/or the Bank.

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

UI.9 Postal Regulations governing the deposit of funds are published in the CFR or its successor. You acknowledge that you shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

PBSMARTPOSTAGE™ TERMS AND CONDITIONS

If you have ordered pbSmartPostage™, your use of that product will be subject to the Terms of Use which are available at <http://www.pitneybowes.com/us/license-terms-of-use/smart-postage-terms-and-conditions.html> and which are incorporated by reference. Your use of pbSmartPostage is entirely governed by the pbSmartPostage Terms of Use and any other provisions of the Pitney Bowes Terms will not apply.

SENDPRO™ TERMS AND CONDITIONS

If you are acquiring a SendPro subscription: (i) without SendKit equipment, your Terms Of Use are available at <http://www.pitneybowes.com/us/license-terms-of-use/sendpro-subscription.html>; and (ii) with SendKit equipment, your Terms Of Use are available at <http://www.pitneybowes.com/us/license-terms-of-use/sendpro-term.html>. Your use of the SendPro application is entirely governed by the SendPro Terms of Use and any other provisions of the Pitney Bowes Terms will not apply.



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
000006391
Pitney Bowes, Inc.
3001 Summer Street
Stamford, CT 06926

Telephone No. 480-206-2984

Price Agreement Number: 80-000-18-00045AB

Price Agreement Amendment No.: One

Term: August 31, 2018 – May 14, 2020

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Procurement Specialist: Travis Dutton-Leyda

Telephone No.: 505-827-0477

Email: travis.dutton-leyda@state.nm.us

Invoice:
As Requested at time of order

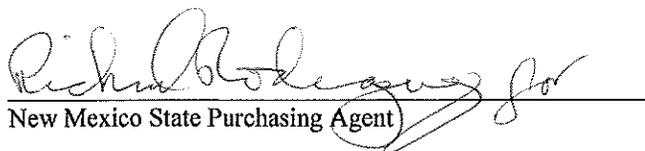
Title: Mailroom Equipment, Supplies, and Maintenance

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from May 15, 2019 to May 14, 2020 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 3/19/19

nm



**State of New Mexico
General Services Department**

Statewide Price Agreement

Awarded Vendor
0000006391
Pitney Bowes Inc
PO Box 371896
Pittsburgh, PA 15250-7896

Telephone No. 480-206-2984

Price Agreement Number: **80-000-18-00045AB**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **As Requested**

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.

Procurement Specialist: **Savannah Quintana** 

Telephone No.: **(505) 827-0483**

Email: **Savannah.Quintana@state.nm.us**

Invoice:
As Requested

Title: Mailroom Equipment, Supplies, and Maintenance

Term: August 31, 2018 – May 14, 2019

This Price Agreement is made subject to the “terms and conditions” shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

A handwritten signature in black ink, appearing to be "D.J.", written over a horizontal line.

New Mexico State Purchasing Agent

Date: 9/10/2018

MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the State of Arizona

Master Agreement #: ADSPO16-169897, as amended

Contractor: **PITNEY BOWES INC.**

Participating Entity: **STATE OF NEW MEXICO**

Master Agreement Terms and Conditions:

1. Scope: Contractor shall provide equipment, services, and support to meet the mailing needs of state agencies and other entities located in New Mexico and authorized by New Mexico's statutes to utilize state/entity contracts. The applicable product range will include software license and subscriptions, ultra-low volume equipment through equipment used in mailing production environments, including postage meter rental, accessories, supplies, and maintenance included in the Master Agreement referenced above. All equipment and services offered must meet the approval of the USPS® if applicable. DMT equipment is available for purchase only.

2. Participation: The NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts ("Purchasing Entities") in the State of *New Mexico*. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
 - a. This Price Agreement is intended for statewide use by all State of New Mexico agencies, commissions, institutions of higher education, political subdivisions and local public bodies allowed by law.

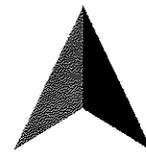
3. Primary Contacts: The primary contact individuals for this Participating Addendum, also referred to herein as the "Agreement", are as follows (or their named successors):

Contractor

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

Contractor – Government Sales Channel Director – (West Region)

Name Bill Walter
Address Director, Government Sales
Telephone 480-206-2984
Fax
E-mail Bill.walter@pb.com



MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the State of Arizona

Participating State/Entity (also referred to as the "Procuring Agency")

Name: Lawrence O. Maxwell, State Purchasing Agent
Address: 1100 Saint Francis Dr. Room 2016 Santa Fe, NM 87505
Telephone: (505) 827-0483
Fax:
Email: Savannah.Quintana@state.nm.us

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

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

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

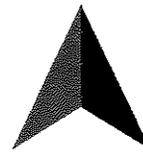
Taxes

The Contractor shall be reimbursed by the Purchasing Entities only for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX OR OTHER TAX WILL BE PAID TO THE CONTRACTOR BY THE PARTICIPATING ENTITIES.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage.
Not Applicable

E. Performance Bond.
Not Applicable.

**MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE**

Led by the State of Arizona

Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE AGENCY OR THE STATE PURCHASING AGENT, IF REQUIRED. This Agreement shall begin on date approved by the agency or the State Purchasing Agent, if the State Purchasing Agent has signed this Agreement, and end on May 14, 2019. The agency reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of 5 years in accordance with NMSA 1978 §13-1-150, and any cap of term specified in the Master Agreement.

Termination

A. Grounds. The Participating State may terminate this Agreement (but not the orders entered into pursuant to this Agreement) for convenience or cause upon thirty (30) days prior written notice to Contractor. The Contractor may only terminate this Agreement based upon the Participating State's uncured, material breach of this Agreement.

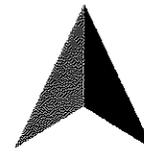
B. Notice; Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of a material breach and Contractor shall have thirty (30) days to cure such material breach. Purchasing Entity may terminate the applicable lease or order in the event such material breach is not cured within thirty (30) days of receipt of written notice from Purchasing Entity.

2. Contractor shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (ii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement. Any lease written under this Participating Addendum will remain in full force and effect throughout the term of the lease subject to termination provisions contained within such lease except if Purchasing Entity terminates pursuant to the appropriation clause of the Participating Addendum.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Purchasing Entity's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination, together with any termination amounts due under a lease; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES



MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the State of Arizona

CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature for the initial fiscal period or any subsequent fiscal years, this Agreement may be terminated with a 30 day notice upon written notice being given by the Procuring Agency to the Contractor. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment. Provided however if such reductions occur, the Participating State may not cancel the Agreement and enter an agreement with a competitor for the same or comparable equipment for the remainder of the then Fiscal Year.

Status of Contractor.

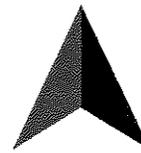
The Contractor and its agents and employees are independent contractors performing professional or general services for the Purchasing Entity and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

Conflict of Interest: Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

- 1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Participating State employee while such employee was or is employed by the Participating State and participating directly or indirectly in the Participating State's contracting process;

**MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE**

Led by the State of Arizona

this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

2) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Participating State Entity's making this Agreement;

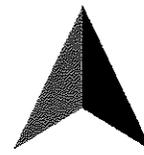
3) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

4) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Participating State.

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Participating State relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Participating State if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Participating State and notwithstanding anything in the Agreement to the contrary, the Participating State may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.



MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the State of **Arizona**

Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

Merger.

This Agreement incorporates the Master Agreement and all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

Penalties for violation of law.

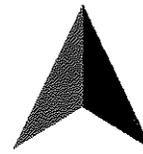
The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.



MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the State of Arizona

Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

Records and Financial Audit.

The Contractor shall maintain billing records to substantiate the invoicing required under this Participating Addendum for the equipment, software and services provided during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, the Department of Finance and Administration and the State Auditor. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments

Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

Enforcement of Agreement

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

Non-Collusion

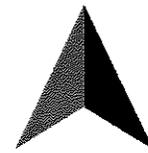
In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or agency or entity.

Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Procuring Agency:

Lawrence O. Maxwell, State
Purchasing Agent State Purchasing



MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the State of Arizona

Division 1100 St. Francis Dr.

Room 2016

Santa Fe, NM 87505

To the Contractor:

Arthur E. Adams Jr., Dir. Government Contract Compliance

Pitney Bowes, Inc.

3001 Summer Street,

Stamford, CT 06926

art.adams@pb.com

Succession

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

Headings

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

Default/Breach.

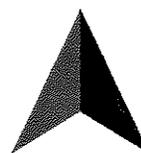
In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Purchasing Entity and the State of New Mexico may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs. The Purchasing Entity and the State of New Mexico may also seek all other remedies, which may include damages under the terms of this Agreement and under law or equity.

Equitable Remedies.

Contractor acknowledges that its failure to comply with any provision of this Agreement may cause the Purchasing Entity irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Purchasing Entity, and the Contractor consents to the Purchasing Entity seeking from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Purchasing Entity's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Purchasing Entity may have under applicable law, including, but not limited to, monetary damages.

New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of

**MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE**

Led by the State of Arizona

this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

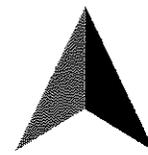
B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwemexico.state.nm.us/>.

Employee Pay Equity Reporting.

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If Contractor has (250) or more employees Contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. For agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual agreement anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreement, whichever comes first. Should Contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this Agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this Clause. Contractor acknowledges that this subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such



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solicitation, the report does not need to be re-submitted with this Agreement.

Indemnification.

The Contractor shall defend, indemnify and hold harmless the Procuring Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Procuring Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

Force Maieure.

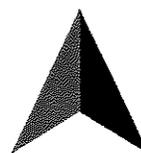
The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and such direct causes include, but are not restricted to: acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, explosion, act of terrorism, war, labor dispute, lockouts, riots, government order or requirement, civil or military authority, natural disasters, epidemic, general internet or communication line failures, power surges or failures or other similar types of situations or acts of God delays or errors in the United States mail or changes of laws or regulations and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled.

Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Participating State.

Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Participating State. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Purchasing Entity.

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Inspection of Plant.

The State Purchasing Agent or Procuring Agency that is a party to this Agreement may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this Agreement.

Commercial Warranty.

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other Clause of this Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability, provided, however, such implied warranties are limited and subject to the use of the equipment and services in accordance with the written specifications provided by the Contractor.

Condition of Proposed Items.

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified. Contractor may provide new or refurbished Postage Meters under this Participating Addendum however, by Postal Regulation, Contractor is responsible to insure the Postage Meters are in proper working order. Additionally, Contractor may offer Remanufactured or Refurbished Equipment in accordance with the Master Agreement, Scope of Work, Section 3.3.1.

Release.

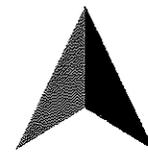
Final payment of the amounts due under this Agreement shall operate as a release of the Purchasing Entity, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under the applicable Order.

Confidentiality.

Any Confidential Information provided to the Contractor by the Purchasing Entity or, developed by the Contractor based on information provided by the Purchasing Entity in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Purchasing Entity. Upon termination of this Agreement, if practicable, Contractor shall deliver all Confidential Information in its possession to the Purchasing Entity within thirty (30) Business Days of such termination.

Contractor Personnel.

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals



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considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Bill Walter

Director, Government sales, West Region

M 1+ 480 206 2984

Bill.walter@pb.com

B. Personnel Changes. Replacement of any Key Personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Participating State. For all personnel, the Participating State reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Participating State approval. The Participating State, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of Key Personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

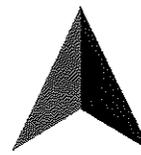
Incorporation by Reference and Precedence.

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by State of Arizona, the Lead State,; and (5) the Contractor's response to the request for proposals.

Inspection.

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance, if applicable in accordance with the Master Agreement shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be at no cost to the participating entities and replaced in accordance with Contractor's Customer Satisfaction Guaranty after notice of rejection.



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THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE PARTIES' TO THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

Insurance.

If the services contemplated under this Agreement will be performed on or in State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured.

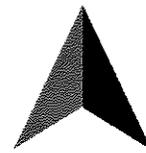
- A. Workers Compensation (including accident and disease coverage) at the statutory limit.
Employers liability: \$100,000.
- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:
 - a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
 - b. Property damage or combined single limit coverage: \$1,000,000.
 - c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
 - d. Umbrella: \$1,000,000.
- C. Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department or other party to this Agreement as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

Arbitration.

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

New Mexico Administration Reporting and Fees

All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of one **percent (1.00 %)** for the net total sales (gross sales, less returns, taxes and adjustments). This assessment shall apply to all New Mexico state agencies and local public bodies. "Net **sales**" means any total



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sales, less returns, taxes and adjustments.

For reporting purposes: list payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number. The Quarters are as follows.

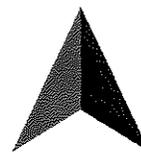
<u>Quarter:</u>	<u>Period End:</u>	<u>Report Due:</u>
First	September 30	October 31
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

Even if Contractor experiences zero sales during the quarter, a report is still required. This will also apply if the contract starts partial within a Quarter. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Only submit one payment and one report for each quarter, do not combine payments or reports.

Payment shall be made by check payable to the "State Purchasing Division." This contract number **80-000-18-00045AB** must be included on all payments and Quarterly Sales Reports.

Remit Checks to:

State Purchasing Division
1100 St. Francis Drive, Room 2016
PO Box 6850
Santa Fe, NM 87505
Attn: Compliance Officer

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Sample Reports can be found at:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendor>
s

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

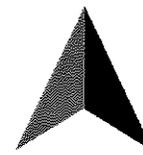
For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 827-0472.

5. Lease Agreements:

- A. For State Agencies: See attached Master Lease Agreement, Offerors Acknowledgement and Exhibit A to be used in addition to the Master Price Agreement. This Master Lease Agreement and Exhibit A will become a mandatory requirement of award 80-000-18-00045AB.
- B. For non-State Agencies: The Option B lease document attached as Exhibit B provides non-state agencies with 36, 48 or 60 Month Rental. At the end of the rental period, you may purchase the equipment at the end of the Rental for its then Fair Market Value, or you can enter into a new Rental term or return the equipment. This includes cancellation for convenience upon 90 days prior written notice and payment of a termination charge of one quarterly payment. Sales & Purchase Tax will be charged, if required under Your State Statute
-
- C. The monthly equipment lease rates offered on the above two (2) options are: 36 months – 0.0377, 48 months -0.0309 and 60 months -0.0270. Monthly maintenance, meter rental, value added services are in addition to the monthly lease/rental amount.
-
- D. Neither the Master Lease Agreement or the Option B document attached may be used for Production Equipment Categories (Production Ink Jet Envelope Addressing System, Production Tabbers, Inserter Production, Production Folder-Inserter, Pre-Sorting Equipment) awarded under ADSP016- 00006328- to Pitney Bowes Inc.

6. Subcontractors: All Contactor's dealers, and resellers authorized in the State of Mexico, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contactor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

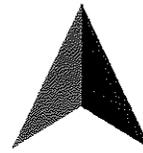
7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the



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- parties to the order agree in writing that another contract or agreement applies to such order.
8. Software license terms and conditions shall be mutually agreed upon in writing by the purchasing entity's authorized individual and Pitney Bowes Inc. List of Software Licenses offered under this Addendum are attached hereto as Attachment D.
 9. 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 and attached hereto as Attachment C.
 10. Sales & Purchase Tax will be charged, if required under your State Statute.
 11. Purchase Order Instructions:
All Orders under this PA are to be made out to and processed by Pitney Bowes and should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Master Agreement number ADSPO16-169897 " (2) Your Name, Address, Contact, & Phone-Number.
 12. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order
 13. Price Agreement Number:
All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the Participating State/Entity's contract number: 80-000-18-00045AB and the Lead State price agreement number: ADSPO16-169897, as amended.
 14. Individual Customer:
Each State agency and political subdivision, as a Purchasing Entity, that purchases products/services under this Participating Addendum 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 Participating Addendum Master Agreement; and they will have the same rights and responsibilities for their purchases as the Participating Entity has in the Master Agreement. Each agency and political subdivision will be responsible for 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 Purchasing Entity individually.
 15. Section 7.2 [State of Arizona Uniform Terms and Conditions], subsection 6 [Risk and Liability], subsection 6.1 [Risk of Loss] is hereby amended by adding the following at the end of said subsection 6.1: "provided, however, that the State shall be deemed to have accepted a Product as to which it doesn't indicate nonconformity within sixty (60) days of the



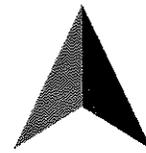
MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE

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delivery of the product.”

16. ENTIRE AGREEMENT

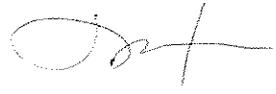
This Participating Addendum and the Master Price Agreement number ADSP016-169897 (administered by the State of Arizona) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether 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. The terms and conditions of this Participating Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State/Entity.



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

Participating Entity: State of New Mexico	Contractor: Pitney Bowes Inc.
Signature: 	Signature: 
Name: Lawrence O. Maxwell	Name: Arthur E. Adams, Jr.
Title: State Purchasing Agent	Title: Director, Government Contract Compliance
Date: 9/10/2018	Date: 8/30/2018

[Additional signatures may be added if required by the Participating Entity]

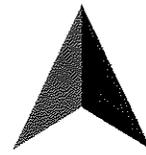
For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:
Telephone:
Email:

Ted Fosket, CPPB
(907) 723-3360
tfosket@naspovaluepoint.org

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



MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE

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EXHIBIT A

State of New Mexico

State Purchasing Division

Master Lease Agreement Basic Information

A Master Lease Agreement Packet must be included with a New Mexico Statewide Price Agreements requiring lease of equipment.

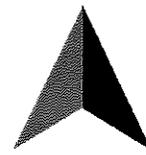
The Master Lease Agreement Packet includes:

- The Master Lease Agreement
- The Offeror's Acknowledgement Form
- Exhibit A – Schedule(s)

The Procuring Agency and the awarded Vendor/Contractor must sign the Master Lease Agreement and Exhibit A – Schedule(s).

The New Mexico State Purchasing Agent and the awarded Vendor/Contractor must sign the Offeror's Acknowledgment Form.

A copy of the signed packet must be included in the procurement file.



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MASTER LEASE AGREEMENT

This Master Lease Agreement is approved for use by New Mexico State Agencies and Local Public Bodies. The purpose of this Master Lease Agreement is to set forth uniform general Terms and Conditions upon which Lessor shall lease to Lessee and Lessee shall lease from Lessor. When Lease refers to software licensed to Lessee, it shall be understood that said software shall continue to be owned by licensor as may be set forth in any applicable and attached Software License Agreement.

This equipment lease ("Lease") is made effective on August 31, 2018, By and between:

(the "**Lessor**")

Pitney Bowes, Inc.

with its principal address

Pitney Bowes, Inc. 3001 Summer Street, Stamford, CT 06926

Telephone: (203) 351-7866

And(the "**Lessee**")

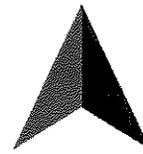
State of New Mexico

State of New Mexico Procuring Agency or Local Public Bodies

with its principal address at 1100 St. Francis Drive, Suite 2016, Santa Fe, NM 87505.

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described equipment (the "Equipment"): Mailroom Equipment, Supplies and Maintenance designated as SMB products in Lessor's pricebook which is attached to NASPO ValuePoint Master Agreement ADSPO16-169897, as amended. DMT products may not be leased under this Lease.

The term of this Lease shall commence on the date signed by the State Purchasing Agent and shall expire on May 14, 2019. The term of this Lease may be extended by written amendment

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in the event that Participating Addendum 80-000-18-00045AB is extended.

The monthly rent payment for the Equipment and other details are set forth on this Master Lease Agreement shall correspond to the attached Exhibit A- Schedule(s).

Lessor and Lessee agree that any lease entered into under the provisions of this Master Lease Agreement is a "True Lease" with an option to purchase the equipment at fair market value and is not an installment or financing agreement.

1. COMMENCEMENT PROCEDURES:

Subject to other terms and conditions contained in this Master Lease Agreement and the applicable Exhibit A- Schedule(s) as may be attached hereto and made a part of this Master Lease Agreement,

Lessee shall enter into a Lease (hereafter defined) with Lessor as follows:

- (a.) **Execution of Schedule:** Lessor and Lessee mutually agree to enter into a Lease by executing a Schedule in the Form of Exhibit A (the "Schedule") with such changes, as Lessor and Lessee shall have mutually agreed on. Each such Schedule shall specifically identify (*either by serial number or other identifying, descriptive characteristics*) the items of Equipment to be leased under such Schedule. This Master Lease Agreement can have more than one Schedule. Each Schedule shall be accompanied by Attachments (beginning with Attachments A) to Exhibit A of this Master Lease Agreement. Schedules shall be numbered consecutively beginning with one (1). Each Schedule, when executed by both Lessor and Lessee, together with this Master Agreement, shall constitute a separate and distinct lease ("Lease") which incorporates in full the terms and conditions of this Master Lease Agreement and which is, enforceable according to its terms.

In the event of any conflict between the terms of this Master Lease Agreement and such Schedule, the provisions of the Master Lease Agreement shall govern.

- (b.) **Acceptance - Initial Term of Lease(s):** Lessee shall accept the Equipment subject to a Lease in accordance with Section 2. The Initial Term of each Lease shall begin on the Acceptance Date of the Equipment and shall continue for the period described in the applicable Schedule unless a Non-appropriation or other Cancellation provision shall have occurred.

PURSUANT TO SECTION 13-1-150, NMSA 1978, The parties hereto agree that a multi-term contract (LEASE), in an amount under twenty-five thousand dollars (\$25,000), may be entered into for any period of time deemed to be in the best interests of the state agency or a local public body not to exceed four years; provided that the term of the contract (LEASE) and conditions of renewal or extension, if any, are included in the specifications and funds are available for the first fiscal period at the time of contracting (LEASING). If the amount of the contract is twenty-five thousand dollars (\$25,000) or more, the term shall not exceed eight years, including all extensions and renewals.

2. SELECTION: ACCEPTANCE OF EQUIPMENT:

MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE

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Lessee acknowledges that the Equipment is of a size, design, capacity and manufacturer selected by Lessee in its sole judgment and not in reliance on the advice or representations of Lessor and that the Manufacturer/Supplier is not an agent of Lessor.

Lessee further acknowledges the following:

- a) Lessee has reviewed and approved any written purchase order, supply contract or purchase agreement (“Purchase Document”), covering the Equipment purchased from the Manufacturer/Supplier for lease to Lessee; or
- b) Lessor has informed or advised Lessee, in writing, either previously or by this Lease of the following:
 - 1) The identity of the Manufacturer/Supplier of the Equipment being Leased;
 - 2) That the Lessee may have specific consumer rights under the Purchase Document; and
 - 3) That the Lessee may contact the Manufacturer/Supplier for a description of such rights that Lessee may have under the Purchase Document.

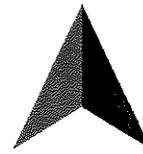
For purposes of this Master Lease Agreement, unless a Purchase Document is preceded by a trial order (non-binding demonstration period), the equipment will be considered accepted upon installation of the equipment by Lessor, after the equipment successfully runs all required diagnostic routines, and the equipment is accepted for use by the Lessee. Lessee agrees to inspect all Equipment no later than 60-days after the delivery thereof to Lessee or, if acceptance requirements for such Equipment are specified in the applicable Purchase Document, as soon as reasonably practicable after being advised by the Manufacturer/Supplier (seller) that such requirements have been met. Lessee further agrees to complete, execute and deliver to Lessor either (i) an Acceptance Certificate after its satisfactory completion of such inspection or (ii) written notification of any defects in the Equipment.

The Lessor shall promptly thereafter repair or replace any defected Equipment or Units of Equipment. If the Equipment or any Unit of Equipment is defective or unrepairable and must be replaced, the Lessor shall arrange with the Lessee to de- install, disassemble, pack, crate, insure and pick up the equipment from the Lessee. Any expenses and/or risk associated with returning the equipment back to the Lessor shall be borne solely by Lessor.

3. DEFINITION OF TERMS:

All capitalized terms used in this Master Lease Agreement have the meanings set forth below or in the Sections of this Master Lease Agreement referred to below:

Acceptance Date - the date Lessee accepted the Equipment in accordance with *Section 2* of this Master Lease Agreement and in accordance with New Mexico State Laws, *Section 13-1-*

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158 NMSA 1978.

Applicable Term – means Initial Term of the agreement, any renewal term or any optional extension of the Initial Term or any renewal term setting forth Lessee's elections.

Assignee – any transferee receiving all or any portion of Lessor's interest in this executed Master Agreement to Lease, any Schedule or any Equipment as may be mutually agreed to by the parties to this executed agreement.

Casualty Loss – with respect to any Equipment, the condemnation, taking, loss, destruction, theft or damage beyond repair of such Equipment.

Casualty Value or Full Insurable Value – means, as to any Equipment, the full replacement value of the Equipment (reasonable wear, tear and depreciation resulting from normal and proper use excepted).

Daily Rent - or Lease Minimum Payments - an amount equal to the per diem Rent payable under the Exhibit A- Schedule calculated on the basis of a 360-days/year and/or 30-day months.

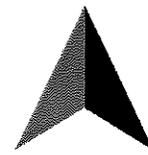
End-of-Term Notice - a written notice delivered to the Lessor by the Lessee at least 90- days prior to the end of the Applicable Term of the agreement, pursuant to *Section 4* of this Master Lease Agreement with respect to the Equipment subject to such Lease. Each End-of-Term Notice shall specify with particularity the Units of Equipment to be purchased by Lessee (if any), as to which the Lease is to be renewed (if any) and that are to be returned to Lessor (if any).

Equipment – fixed and movable personal property, items of Hardware, Software or both to be used in connection with Lessee's public purposes, these property shall be identified in Exhibit A- Schedule and executed by or pursuant to authority of the Lessee and accepted by Lessor in writing and identified as part of this Master Lease Agreement.

Equipment Location – means the address or location where leased Equipment is located as originally specified in the Exhibit A- Schedule or in any subsequent delivery to Lessee.

Fair Market Value – An option to purchase leased property at the end of the lease term at its then fair market value, which is defined as the total price that would be paid for any specified Equipment in an arm's length transaction between an informed and willing buyer under no compulsion to buy and an informed and willing seller under no compulsion to sell. Such total price shall not be reduced by the costs of removing such Equipment from its current location or moving it to a new location.

Fair Rental Value – if and when applicable, means the amount of periodic rent that would be payable for any specified Equipment in an arm's length transaction between an informed and



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willing lessee and an informed and willing lessor, neither under compulsion to lease/rent. Such amount shall not be reduced by the costs of removing such Equipment from its current location or moving it to a new location.

First Payment Date - the date the first Rent payment with respect to the Initial Term of such Lease is due, as determined pursuant to the terms of Exhibit A- Schedule.

Fiscal Period – the period of time as defined in Exhibit A- Schedule.

Fiscal Year – A period that a company or government uses for accounting purposes and preparing financial statements. The fiscal year may or may not be the same as a calendar year. For New Mexico State Government, a fiscal year is from July 1 to June 30 of any given year.

Fundamental Agreements – collectively, this Master Lease Agreement, Exhibit A-Schedule(s) and any corresponding documentation.

Hardware - items of tangible personal property or equipment.

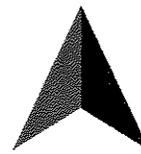
Initial Term – means, as to any Lease, the initial term thereof as specified in Exhibit A- Schedule.

Lease - with regards to this Master Lease Agreement has the meaning “true lease”.

Lease Payment - scheduled payments payable to Lessor pursuant to the provisions of this Master Lease Agreement and Exhibit A- Schedule(s), as specifically set forth in applicable Schedules to this Master Lease Agreement. As provided in *Section 5* hereof, Lease Payments shall be payable by Lessee to Lessor in the amounts and at the times during the Term as set forth in applicable Exhibit A- Schedule.

Lessee - (1) the purchasing entity which may include Local Public Bodies identified on page 2 as such in this Master Lease Agreement;
(2) except where the context requires otherwise, any assignee(s) or authorized signatory of the Lessee.

Lessor - (1) the vendor/contractor identified on page 2 as such in this Master Lease Agreement;
(2) except where the context requires otherwise, any assignee(s) or authorized signatory of the Lessor.

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License Agreement - any license agreement or other document granting the Purchasing Entity the right to use Software or any technical information, confidential business information or other documentation relating to Hardware or Software, as amended, modified or supplemented by any other agreement between the Licensor and Lessor.

Local Public Body - means every political subdivision of the state and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school boards and municipalities, except as exempted pursuant to the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978].

Manufacturer/Supplier – the vendor of an item of Equipment and the manufacturer or licensor, as well as the agents or dealers of the manufacturer or vendor, from whom Lessee has purchased or is purchasing items of equipment,

Master Agreement - this Master Lease Agreement, including Exhibit A- Schedule hereto, as any of the same may be supplemented or amended from time to time in accordance with the terms hereof. This Master Lease Agreement shall be implemented through the execution of Schedules including Attachments (beginning with Attachment A in the form attached hereto) numbered consecutively commencing with Schedule No. 1. For the purpose of construing a transaction as an integrated agreement, this Agreement shall be considered a single transaction and a legal and binding agreement.

Non-Appropriation - A provision of a contractor agreement that allows the Lessee to terminate its obligations under an agreement if the Lessee's appropriating body does not appropriate funds for the lease payments for a subsequent Fiscal Year or reduces appropriations during a current Fiscal Year; Determination of non-appropriation is made solely and exclusively by the Lessee and is non-appealable. Notwithstanding anything in this Master Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted by Lessee's governing body or are otherwise unavailable in any Fiscal Year or reduced during a Fiscal Year for the payment of Rent and other amounts due under any Lease, the Lease shall terminate on the last day of the Fiscal Period for which appropriations were received or other amounts are available to pay amounts due under the Lease without penalty or expense to Lessee. Provided however if such reductions occur, the Lessee may not cancel the agreement and enter an agreement with a competitor for the same or comparable equipment for the remainder of the then Fiscal Year. It is up to the Procuring Agency or Local Public Body (the Lessee) to determine sufficiency of funds, which determination shall be accepted by the Lessor and is final. Lessee shall give Lessor or its assignee written notice at least forty-five (45) days in advance of such occurrence. (Amended 5/13/02)

Software - all software, computer programs that accompany or constitute all or a portion of any Equipment or are provided by or on behalf of any vendor or licensor to Lessee with respect to any Equipment, and all modifications, additions, and supplements, whether embodied in or contained on magnetic tape, disk, semiconductor device, or any other device or machine provided by or on behalf of any vendor or licensor to the Lessee with respect to any Equipment.

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Taxes - for purposes of this agreement taxes will be deemed to be only New Mexico Gross Receipt Tax (NMGRT), excluding penalties assessed to the Contractor by any authority.

Term – the term thereof as specified in Exhibit A - Schedule.

Uniform Commercial Code (UCC) - A statutory program under the law of administering, legalizing, and recording contracts and lien instruments.

Unit of Equipment - means, all Equipment leased pursuant to any Schedule as determined and limited by paragraph one (1), Scope on page one (1) of this Participating Addendum.

4. LESSEE'S END-OF-LEASE-TERM OPTIONS:

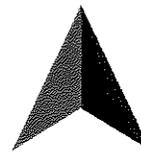
Lessee shall have the following options in respect of each Lease at the end of the Initial Term:

A. Purchase Option: Lessee may choose to purchase the equipment (except Postage Meters), by delivering to the Lessor an End-of-Term Notice at least 90-days prior to the end-of-life or expiration of the Initial Term of the agreement, to purchase any or all Units of Equipment subject to this Lease for an amount equal to the Fair Market Value of such Units of Equipment as of the end of the then applicable Term. Lessee's right to purchase Equipment is contingent upon all of the following:

- a. No Lessee Default shall have occurred and be continuing;
- b. Lessor shall have received Lessee's notice of intent to purchase at least 90-days prior to the expiration of the Applicable Term; and
- c. Lessee shall remit such Fair Market Value for the Equipment to the Lessor in immediately available fund on or before the last day of the then Applicable Term. The Lease with respect to such Units of Equipment shall terminate and the Lessor shall transfer all of its interest of the Equipment to Lessee "As is" and "Where is," without an extended warranty neither express or implied, from Lessor.

B. RENEWAL: Lessee may, upon (i) ninety days written request prior to the end of the Applicable Term. The renewal rate and term is subject to the same terms and conditions under this Master Lease Agreement and Exhibit A – Schedule. Lessee shall be permitted to extend the term of a Lease Schedule for one (1) additional year after the expiration of the Participating Addendum at the same terms and conditions under this Master Lease Agreement and Participating Addendum, unless a new Participating Addendum is in place.

C. Return: Lessee may elect to return any or all of the Units of Equipment then subject to such Lease, by delivering to Lessor an End-of-Term Notice at least 90-days prior to the expiration of

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the Initial Term. Lessee shall pack the Equipment to be returned to Lessor in accordance with manufacturer's guidelines and deliver such Equipment to Lessor at any destination within the continental United States designated by Lessor. All dismantling, packaging, transportation, in-transit insurance and shipping charges shall be borne by Lessee. In the case of any Software or License Agreement subject to any Schedule, Lessee shall immediately de-install and deliver to Lessor all Software, together with the original Certificate of Authenticity issued by the licensor of such Software, if any, unless such Certificate of Authenticity was previously delivered to Lessor. All Equipment shall be returned to Lessor on the last day of the Initial Term or shortly thereafter as agreed upon by both parties, in good repair and in the same condition and working order as when delivered to Lessee, reasonable wear and tear accepted. Such equipment shall be in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted by delivering at Lessee's cost and expense.

5. RENT: LATE CHARGES:

Lessee shall pay to Lessor the Lease Payments in US dollars, in the amount agreed upon by both parties and on the dates set forth in the applicable Exhibit A –Schedule relating to such Lease Payments. Lessor and Lessee agree that Lessee shall pay any interest or Late Payments in accordance with the payment provisions of the New Mexico Procurement Code, *Section 13-1-158, NMSA 1978.*

6. CANCELLATION:

Consistent with applicable New Mexico Laws, Lessee reserves the right to cancel this Lease at the end of any Fiscal Year without penalty. Unless some unexpected circumstance arises which the Lessee shall justify and document, the Lessee shall give Lessor 60 days prior written notice of such termination.

7. TERMINATION FOR NON-APPROPRIATION:

- a) In the event funds are not available, sufficient funds are not appropriated, or budgeted by the Lessee's governing body in any Fiscal Year for the payment of Rent and other amounts due under this Lease, the Lessee shall give the Lessor written notice of termination at least 60-days in advance of such occurrence and the Lease shall terminate on the last day of the Fiscal Period for which appropriations were received or other amounts are available to pay amounts due under the Lease. Lessee shall pay any Lease Payments and other amounts due before the end the current Fiscal Year. It is up to the Lessee to determine whether the events of the subsection have occurred.

- b) In the event of early termination, or termination for non-appropriation, Lessee shall immediately cease all use of the Equipment and shall immediately make arrangements with Lessor or its designee to de-install, disassemble, pack crate, insure and return the Equipment to Lessor at any destination within the continental United States designated by Lessor. All dismantling, packaging, transportation, in-transit insurance and shipping charges shall be borne by Lessee. In the case of any Software or License Agreement subject to any Schedule, Lessee shall immediately de-install and deliver to Lessor all Software, together with the original Certificate of Authenticity issued by the licensor of

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such Software, if any, unless such Certificate of Authenticity was previously delivered to Lessor. All Equipment shall be returned to Lessor on the last day of the Initial Term or shortly thereafter as agreed upon by both parties, in good repair and in the same condition and working order as when delivered to Lessee, reasonable wear and tear accepted. Such equipment shall be in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted.

8. EQUIPMENT OWNERSHIP; LIENS; LOCATION:

Because the Equipment is leased and not purchased, the Lessor is the sole owner of the Equipment and has sole title thereto; Lessee shall not make any representation to any third party inconsistent with Lessor's sole ownership of the Equipment.

Lessee agrees to following:

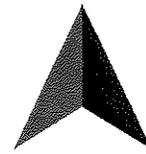
- a) Lessee will not pledge or encumber the Equipment or Lessor's interest in the Equipment in any manner whatsoever nor create or permit to exist any levy, lien or encumbrance thereof or thereon except those created by or through Lessor;
- b) The Equipment shall remain personal property whether or not affixed to realty and shall not become a fixture or be made to become a part of any real property on which it is placed without Lessor's prior written consent, and
- c) The Equipment shall not be moved by or on behalf of the Lessee from the Equipment Location specified in Exhibit A- Schedule to any other location or used by any party other than Lessee for Lessee's institution purposes, except in strict accordance with the written consent of Lessor. An amendment to Exhibit A – Scheduled identifying the new location must be approved by both parties and attached to this Master Lease Agreement.
- d) Any and all costs of moving the Equipment during the Term shall be borne solely by Lessee. Only Lessor or its designee shall provide for the moving of any leased equipment covered by this Master Lease Agreement.

9. ASSIGNMENT OF MANUFACTURER/SUPPLIER WARRANTIES:

To the extent permitted and so long as no Event of Default has occurred and is continuing, Lessor hereby assigns to Lessee, for the term of any lease, all Equipment warranties provided by the Manufacturer/Supplier in the applicable Purchase Documents. Lessee shall have the right to take any action appropriate to enforce such warranties provided such enforcement is pursued in Lessee's name and expense. In the event Lessee is prohibited from enforcing any warranties, the Lessor, as owner of the Equipment, shall, upon Lessee's request, take reasonable steps to enforce such warranties at costs to be borne by Lessor.

10. EQUIPMENT USE AND MAINTENANCE:

(THIS PROVISION SHALL NOT APPLY TO SOFTWARE MAINTENANCE; THIS SHALL BE ADDRESSED SEPARATELY IN A LICENSE AGREEMENT).

**MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE**

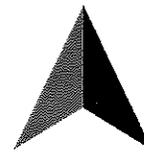
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- a) Upon acceptance of the Equipment as provided by this Master Lease Agreement, care of such Equipment shall be solely the obligation and responsibility of Lessee, who shall care for and promptly make and effect all repairs, replacements, and the like as may be necessary to maintain the Equipment in good working order and running condition at all times during the Term in accordance, at a minimum, with the manufacturer's then prevailing specifications therefor. The cost of all such care, maintenance, repairs, replacements, parts and the like shall be borne solely by Lessee as a normal operating cost.
 - b) Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Master Lease Agreement. Lessee shall secure all permits and licenses, including Software Licenses, if any, necessary for the installation and operation of the Equipment. Lessee shall comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any component of Equipment may extend and of any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment or its rights or interests under this Master Lease Agreement.
 - c) Lessee is responsible for the operation and maintenance of the Equipment and all costs related thereto. Lessee shall at all times operate and maintain the Equipment in good working order, repair and condition and appearance, and in accordance with the manufacturer's specifications and recommendations.
 - d) Lessee shall enter into a Maintenance Agreement to service and maintain the Equipment, upon terms and with a provider approved by Lessor. The cost of the maintenance agreement is the sole responsibility of the Lessee.
 - e) If Lessor provides ownership or identifying tags or labels, Lessee shall, affix and maintain tags or labels in a prominent position on each item of Equipment. such tags or labels to indicate Lessor's ownership of the Equipment
 - f) During Lessee's normal working hours, the Lessor and/or Lessor's agents or technical staff shall have the approval and access, to enter the premises where the Equipment is located for the purpose of inspecting the Equipment and observing its use.
 - g) In the event the equipment is not maintainable, unrepairable or faulty and must be replaced, the Lessor shall arrange with the Lessee to de-install, disassemble, pack, crate, insure and pick up the equipment from the Lessee. Any expenses and/or risk associated with returning the equipment back to the Lessor shall be borne solely by Lessor.

11. ALTERATIONS AND ADDITIONS TO EQUIPMENT:

Lessee shall not make any alterations or additions to any of the Equipment on this Master Lease Agreement, except those that:

- a) will not void any warranty made by the Manufacturer/Supplier, result in the creation of any security interest, lien or encumbrance on the Equipment or impair the value of use of the Equipment either at the time made or at the end of the Term of the applicable Lease,

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and are readily removable without damage to the Equipment;

- b) or are required by any applicable law, regulation or order. All additions to the Equipment or repairs made to the Equipment, except Optional Equipment, become a part of the Equipment and Lessor's property at the time made; Optional Equipment added to the Equipment on the said Lease which have not been removed prior to returning the Equipment to the Lessor shall become Lessor's property.

12. INSURANCE:

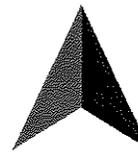
- a) Commencing upon acceptance, where acceptance criteria applies, and upon delivery, where no acceptance criteria applies, and continuing throughout the Initial Term of this agreement, Lessee agrees to keep the Equipment insured at Lessee's expense against any cause of casualty, public liability and property damage for such amounts and against such hazards as Lessor may reasonably require, to be carried and maintained, or demonstrate to the satisfaction of Lessor that adequate self-insurance is provided with respect to the Equipment identified in Exhibit A-Schedule, to protect the full replacement value of the Equipment and to protect Lessor and Lessee from liability in all events. All insurance proceeds from casualty losses shall be payable to Lessor and Lessee as hereinafter provided. Lessee shall furnish to Lessor, upon request, Certificates of Insurance evidencing such coverage throughout the Term. Alternatively, upon the written approval of Lessor, Lessee may insure the Equipment under a blanket insurance policy or policies, which cover not only the Equipment but also other properties.
- b) Any insurance policy provided for in this section shall contain a provision to the effect that the insurance company shall neither cancel the policy, nor modify the policy materially and adversely to the interest of Lessor.

13. RISK OF LOSS:

Commencing upon acceptance, if acceptance criteria applies, and upon delivery where no acceptance criteria applies, and continuing throughout the Initial Term, Lessee assumes all risk of loss of damage, destruction, loss, or theft whether partial or entirely to the Equipment. No event of loss shall relieve Lessee of its obligation to make Lease payments under Exhibit A-Schedule.

In the event of damage to any item of Equipment, Lessee shall promptly notify Lessor and, at Lessee's expense, within sixty (60) days of such damage, immediately place the same in good repair, and, when received, shall apply the proceeds of any insurance recovery to the costs incurred in making such repairs. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, or suffers Casualty Loss, Lessee shall either:

- a) Replace the same with like property of equal or greater value and useful life in good condition or



MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE

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- b) On the next date when a Lease Payment is due, pay to Lessor:
- i. All amounts then owed by Lessee to Lessor under the Agreement governing such Equipment, including the Lease Payment due on such date, and
 - ii. If Lessee pays the Casualty Value of the Equipment suffering a Casualty Loss, upon Lessor's receipt in full of such payment the applicable Lease shall terminate as to the Equipment suffering the Casualty Loss. After receipt of such Casualty Value by Lessor or its assigns, the Equipment for which Casualty Value was received shall be conveyed to Lessee AS IS, WHERE IS and free and clear of all liens and encumbrances created by or arising through Lessor, but otherwise, WITHOUT FURTHER WARRANTY (EXPRESS OR IMPLIED) WHATSOEVER, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE OR USE

14. TAXES:

Each party is responsible for their own taxes as taxes are defined in paragraph four (4) on page two (2) as required and governed by law. Ref. page 6, "Taxes"

15. INDEMNIFICATION:

Lessor shall hold the State of New Mexico, participating entities and its agencies and employees harmless and shall indemnify the State of New Mexico, participating entities and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney costs for personal injury or damage of property arising from the acts or omissions of the Lessor, its agents, officers, employees or subcontractors. Lessor shall not be liable for damages that are the result of carelessness or negligence of the State of New Mexico, the participating governmental entities, or its employees. To the extent permitted by law, procuring agencies, Lessees, are responsible for their own acts errors or omissions pertaining to this Indemnification provision.

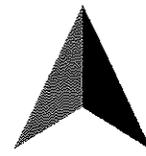
16. DISCLAIMERS:

Lessee agrees to lease the Equipment from Lessor on an "As is, and/or Where is" basis. It is specifically understood and agreed that Lessor makes no representations or warranties, express or implied, including without limitation, any representation or warranties with respect to the design, compliance with specifications, quality, operation or condition of any Equipment or any part thereof. The merchantability or fitness of equipment for a particular purpose, or issues regarding patent infringement, title or like which are rightly the responsibility of the Manufacturer/Supplier.

17. DEFAULT:

Lessee - The occurrence of any of the following shall constitute default under Exhibit A-Schedule:

- a) Nonpayment by Lessee of Rent or any other sum payable by the due date;



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- b) Lessee breaches any of the terms and condition of this Master Lease Agreement, any Schedule, or any applicable software license agreement, which is not cured within 30-days after notice from Lessor;
- c) Insolvency or bankruptcy by Lessee;
- d) Any misrepresentation made by Lessee in this Master Lease Agreement, any Schedule or in any document furnished by Lessee to Lessor in connection with the acquisition or use of the Equipment,
- e) Termination of any applicable Software License Agreement under this Master Lease Agreement and Exhibit A- Schedule without prior knowledge and agreement by Lessor.

Lessor – Any of the following shall constitute default by Lessor under this Master Lease Agreement:

- a) Lessor breaches the terms and condition of this Master Lease Agreement, any Schedule, or any applicable software license agreement, which is not resolved within 30-days after notice from Lessee;
- b) Lessor fails to pay Manufacturer/Supplier within 30-days after Lessor’s receipt of a properly executed Acceptance Certificate and all other documentation necessary to establish Lessee’s acceptance of such Equipment under a Lease;
- c) Lessor makes an assignment for the benefit of creditors.

18. REMEDIES:

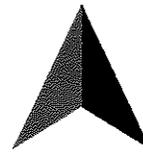
If Lessee defaults, the Lessor may do one or more of the following:

- a) Cancel or terminate this Lease to include justification and documentation agreed upon by both parties.
- b) Require Lessee to immediately pay Lessor all Lease payments due up until the time of Default.
- c) Require Lessee to return, at Lessee’s expense, the Equipment to Lessor in accordance with

Section 7 (B) of this Master Lease Agreement;

- d) Lessor or its agent may peacefully repossess the Equipment without court order; or
- e) Lessor may exercise any other right or remedy available at law or in equity.

If Lessor defaults, the Lessee has the right to cancel or terminate this Lease effective immediately in accordance with *Section 7* of this Master Lease agreement, at no cost to the Lessee. In the event of Lessor’s Default, Lessor shall be responsible for all costs associated with reclaiming and return of Equipment. Lessee may exercise any other right or remedy available at law or in equity.



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19. ASSIGNMENT:

Assignment by Lessor:

This Master Lease Agreement, Exhibit A- Schedule, any Equipment or the right to receive Lease Payments from Lessee hereunder, may not be assigned, pledged, transferred, mortgaged or sold completely or in part to one or more assignees or sub assignees by Lessor at any time subsequent to its execution, without prior notice to and written consent of such assignment by Lessee which consent shall not be unreasonably delayed. Any such attempted assignment, lease, transfer, sale, pledge or mortgage shall be void and of no effect and shall at the option of Lessee, terminate this Master Lease Agreement.

Therefore, no such assignment or reassignment shall be effective and binding until:

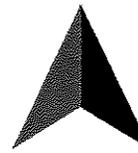
- a) Lessee receives notice of the assignment or reassignment upon which Lessor shall rely, disclosing the name and address of the assignee or sub assignee, and
- b) Each such Assignee will be entitled to all of Lessor's rights; however, unless otherwise agreed to by Lessor, Assignee and Lessee, Assignee shall not be obligated to perform such obligations of Lessor under this Master Agreement. Lessee and Lessor further acknowledge that any assignment or transfer by Lessor shall not materially change Lessor or Lessee's obligations under this Master Lease Agreement.
- c) This Master Lease Agreement and Exhibit A- Schedule(s) must be amended to include any Assignments or a New Master Lease Agreement and Exhibit A- Schedule(s) will be executed to include any Assignments whichever is more reasonable at the time of execution.

Assignment by Lessee:

This Master Lease Agreement, Exhibit A- Schedule, any Equipment may not be sold, assumed, assigned or encumbered by Lessee without the prior written consent of Lessor. No Agreement or interest therein and no Equipment shall be subject to involuntary assignment, lease, transfer or sale or to assignment, lease, transfer or sale by operation of law in any manner whatsoever except as expressly provided in this Master Lease Agreement and any such attempted assignment, lease, transfer or sale shall be void and of no effect and shall, at the option of Lessor, terminate this Master Lease Agreement and each and every financing of Equipment.

20. GOVERNING LAW:

New Mexico's State Laws shall govern the Master Lease Agreement and the New Mexico Participating Addendum #80-000-18-00045AB.



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OFFEROROR'S ACKNOWLEDGEMENT

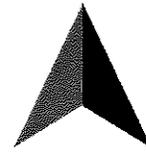
WHEREAS, the Office of the New Mexico State Purchasing Division (SPD) conducted a competitive procurement in accordance with the New Mexico Procurement Code to select qualified offerors to provide Title of Procurement, Categories (if any), NASPO-Value Point contract ADSPO16-169897, as amended for the State of New Mexico governmental entities and local public bodies therein.

WHEREAS, Pitney Bowes Inc. hereafter referred to as Manufacturer/Supplier or seller, was one of the qualified offerors or the qualified offeror selected to receive a Statewide Price Agreement awarded by State of New Mexico's, State Purchasing Division; The Statewide Price Agreement 80-000-18-00045AB.

WHEREAS, one of the provisions of the Agreement is leasing of Equipment to State of New Mexico governmental entities and local public bodies under this Statewide Price Agreement.

WHEREAS, Pitney Bowes Inc. has requested approval of the State Purchasing Agent to assign the Lease provisions of the Statewide Price Agreement to Pitney Bowes Global Financial Services, LLC, who will act in the capacity of Lessor for payment purposes only in any subsequent leasing arrangement relating to its Equipment offered under the Statewide Price Agreement and said Lessor has agreed to the Terms and Conditions set forth in the State of New Mexico's Master Lease Agreement, signed copy which is attached.

NOW THEREFORE, Pitney Bowes Inc. and Pitney Bowes Global Financial Services, LLC hereby acknowledges AND agrees that approval of this acknowledgement will in no way affect the previously agreed to terms and conditions as set forth in the Statewide Price Agreement No.80-000-18-00045AB, the Lead State price agreement number: ADSPO16-169897, as amended, and such agreed to terms and conditions will also apply where applicable to any other Lease Agreement relating to the price agreement.



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LESSOR:

Pitney Bowes Inc.

(Vendor/Contractor Company Name)



Title: Director, Government Contract Compliance

(Authorized Assignee -Print Name)



DATE: 8/30/2018

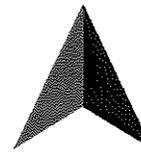
(Authorized Assignee -Signature)

New Mexico State Purchasing Division



Date: 9/10/2018

Lawrence O. Maxwell, State Purchasing Agent



MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the State of **Arizona**

Approved for use by New Mexico State Agencies and Local Public Bodies

Exhibit A to Master Lease Agreement

Schedule

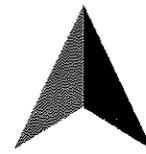
Pitney Bowes Global Financial Services, LLC ("Lessor") and _____ (Lessee") are parties to New Mexico State Agencies and Local Public Bodies identified by the attached Master Lease Agreement. This Schedule and the Master Lease Agreement comprise a Lease between the parties. The terms and conditions of the Master Lease Agreement are hereby included by reference into this Schedule. All capitalized terms used in this schedule without definition have the meaning recognized in the Master Lease Agreement. As with the Master Lease Agreement, Lessor and Lessee agree that provisions under this Schedule are part of the Master Lease Agreement with the option to purchase the equipment at fair market value, and are not an installment or financing lease agreement.

1. Schedule Agreement
 - a) Description of Items of Lease Equipment: _____
Total Cost: _____
 - b) Term: _____ Months (plus the number of days from and including the Acceptance Date through and including the last day of the calendar month or quarter in which the Acceptance Date occurs)
2. Monthly Rent Payments: _____
3. Pricing Expiration Date: _____ Lessor's obligation to purchase and lease the Equipment is subject to _____ the Acceptance Date being on or before pricing Expiration Date
4. Equipment Location: _____
5. Lessor's address where the Lessee is required to send payment: _____
6. Additional Provisions may be added

Lessor and Lessee agree to Lease the Equipment described in Section 1.A above. Additional Terms and Conditions may generate from this Schedule; In the event of any conflict between the terms and conditions of this Schedule and the Master Lease Agreement, the terms of the Master Lease Agreement shall govern.

This Master Lease Agreement shall be implemented through the execution of Schedules (including Attachments, beginning with Attachment A attached hereto) numbered consecutively commencing with Schedule No. 1.

This Lease shall be interpreted and enforced according to the laws of the State of New Mexico. This document establishes the entire agreement between the parties on the subject matter hereof and shall not be amended altered or modified except by further written agreement and signed by the parties hereto and become part of the Procurement File.



MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the State of Arizona

EXHIBIT A: SCHEDULE NO. TO MASTER LEASE AGREEMENT

THIS SCHEDULE NO. (this "Schedule") to the Master Lease Agreement attached (the "Master Lease Agreement") is entered into as of this date: _____, by and among

_____, as Lessor, and

_____, as Lessee. All of the provisions of the Master Lease Agreement are combined herein by reference as if fully set forth herein, terms used herein and not defined shall have the meanings assigned to them in the Master Lease Agreement.

1. Description of Equipment

This Master Lease Agreement and this Schedule No. ___ jointly constitutes an Agreement (this "Agreement"). Lessor hereby agrees to lease to the Lessee and Lessee agrees to lease from the Lessor subject to the provisions of the Agreement, the Equipment identified below:

Description	Serial Number

(This table maybe modified as necessary to accommodate the Equipment description accurately.)

2. Term:

The term of this Lease shall commence on _____ and expire on _____.

3. Monthly Lease Payment amount and due dates agreed on:

\$ _____ due on the _____ day of every month;

Beginning with the first payment due on _____.

MAILROOM EQUIPMENT, SUPPLIES AND MAINTENANCE

Led by the State of Arizona

4. Pricing Expiration Date:

The Lessee has the option to purchase the Equipment identified in this Agreement. The Lessor's shall provide the Pricing Expiration Date giving the Lessee the right to purchase within a given time period.

5. Location of Equipment:

Lessee here by certifies the Equipment described above shall be located at the following address:

Street	City	County	State	Zip Code

6. Payments will be collected at the following location:

All payments due under the Master Lease Agreement are to be paid to the Lessor at the following address:

7. Additional Provisions:

Additional provision may be included or attached to this Schedule; beginning with "Attachment A".

8. Changes or Modification:

Any changes or modification to this Schedule must be agreed upon by both parties and submitted as an amendment; signed and attached to this Agreement.

LESSOR:

(Vendor/Contractor Company Name)

Title: _____
(Authorized Assignee -Print Name)

_____ **DATE:** _____
(Authorized Assignee -Signature)

LESSEE:

(Lessee/Purchasing Entity)

Title: _____
(Authorized Assignee -Print Name)

_____ **DATE:** _____
(Authorized Assignee -Signature)

EXHIBIT B

OPTION B -- NASPO VALUEPOINT Fair Market Value (FMV) RENTAL TERMS AND CONDITIONS:

Pitney Bowes Global Financial Services LLC will serve as a sub-contractor under ADSP016-169897 and will be the Lessor under this Fair Market Value Rental Terms and Condition Agreement. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI). Due to federal regulations, only PBI can own a Meter. This Agreement cannot be used for Production Equipment Categories (Production Ink Jet Envelope Addressing System, Production Tabbers, Inserter Production, Production Folder-Inserter, Pre-Sorting Equipment) awarded under ADSP016-00006328- to Pitney Bowes Inc.

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

Monthly Rate Factors:

Table with 2 columns: Term, Rate. Rows: 36 (.0377), 48 (.0309), 60 (.0270)

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

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

L1. DEFINITIONS

L1.1 The following terms mean:

- Agreement - the Order, your State's Participating Addendum, the NASPO ValuePoint Master Agreement ADSP016-169897, as amended, 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.
Covered Equipment - the equipment rented or sold to you from PBGFS or PBI that is covered by the SLA as stated on the Order.
Delivery Date - the date the Equipment or other item is delivered to your location.
Effective Date - the date the Order is received by us.
Equipment - the equipment listed on the Order, excluding any Meter, and any standalone software and SendKit equipment.
Initial Term - the lease period listed on the Order
Install Date - the date the Equipment or other item is installed at your location.
Meter - any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+™ or SendPro™ P and C series mailing system, the postal security device, the application platform, the system controller and the print engine and (ii) in the case of all other mailing systems, the postal security device, the user interface or keyboard and display and the print engine.
Lease - the Order and this NASPO ValuePoint Fair Market Value Rental Terms and Conditions.
Maintenance Service - the maintenance service for the Covered Equipment selected by you on the Order, excluding software maintenance.
Master Agreement - NASPO ValuePoint Master Agreement ADSP016-169897 Mail Room Equipment, Supplies and Maintenance 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 offers.
NASPO ValuePoint - NASPO ValuePoint Cooperative Purchasing Organization LLC, a wholly owned subsidiary of National Association of State Procurement Officials (NASPO).

- Order - the executed agreement between the applicable Pitney Bowes company and you for the Equipment.
PBGFS - Pitney Bowes Global Financial Services LLC.
PBI - Pitney Bowes Inc.
Pitney Bowes - PBGFS and its subsidiaries, and PBI.
Postage Meter Rental Agreement - an agreement governing the use and rental of a Meter you enter into with us.
SLA - the Service Level Agreement.
SLMA - a Software License and Maintenance Agreement you enter into with us
SOW - a Statement of Work you enter into with us.
State Participating Addendum - the bilateral agreement executed by us and your participating state incorporating the Master Agreement.
We, Our, or Us - the Pitney Bowes company with whom you've entered into the Order.
You, Your, Lessee, or Customer - the entity identified on the Order.

L2. AGREEMENT

- L2.1 You are leasing the Equipment listed on the Order.
L2.2 You may not cancel this Lease for any reason except as expressly set forth in Sections L10 and L11 below, all payment obligations are unconditional.
L2.3 If you do not pay the fees when due or you do not comply with the Agreement and fail to cure the same within thirty (30) days of receipt of written notice thereof, we may disable the Meter, terminate the Agreement, retake the Equipment and Meter, and collect from you all fees due for the remainder of the Initial Term, or if after the Initial Term, all fees then due, plus interest at the lesser of 18% per year or the maximum allowed by law.
L2.4 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

L3. PAYMENT TERMS AND OBLIGATIONS

- L3.1 We will invoice you in arrears each quarter for all payments on the Order (each, a "Quarterly Payment"), except as provided in any statement of work attached to the Order. You will make each Quarterly Payment by the due date shown on our invoice.
L3.2 Your Quarterly Payment may include an origination fee, amounts carried over from a

previous unexpired lease, SLMA fees and other charges.

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

L4. EQUIPMENT OWNERSHIP

We own the Equipment. PBI owns any Meter. Except as stated in Section L6, you will not have the right to become the owner of the Equipment at the end of this Agreement.

L5. LEASE TERM

The Lease term is the number of months stated on the Order ("Lease Term"). The Lease Term will commence on the date the Equipment is accepted, if we do not install the Equipment. If we install the Equipment, the Lease Term will commence on the installation date.

L6. END OF LEASE OPTIONS

L6.1 During the 90 days before your Lease ends, you may, if not in default, select one of the following options:

- (a) enter into a new lease with us;
- (b) purchase the Equipment "as is, where is" for fair market value; or
- (c) return the Equipment and Meter in its original condition, reasonable wear and tear excepted and pay us our then applicable processing fee. If you return the Equipment and Meter, you will, as specified by us, either properly pack and return them to us in the return box and with the shipping label provided by us or furnish them to such service carrier as we specify to pick up and ship them to us.

L6.2 If you do not select one of the options in Section L6.1, you will be deemed to have agreed to enter into month to month extensions of the term of this Agreement. You may choose to cancel the automatic extensions by giving us 120 days prior written notice before the Lease expires (unless the law requires the notice period to be shorter). Upon cancellation, you agree to either return all items pursuant to Section L6.1(c) or purchase the Equipment.

L7. WARRANTY AND LIMITATION OF LIABILITY

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

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

- (a) PBI warrants that the Equipment will be free from defects in material and workmanship and will perform according to the equipment user guide for a period of one year (360) days from the date of acceptance (the "Warranty Period").
- (b) PBI warrants that the Maintenance Service provided will be performed in a professional and workmanlike manner.
- (c) Your remedy in the event of any warranty

claim is as provided within the Master Agreement.

- (d) A "defect" does not include the failure of rates within a rate update to conform to published rates.
- (e) There is no warranty for Equipment requiring repair or replacement because of your negligence, usage which exceeds PBI's recommendations, damage in transit, virus contamination or loss of data, misuse, external forces, loss or fluctuation of power, fire, flood, or other natural causes, or service by anyone other than PBI. There is no warranty for Equipment arising from the use of third party supplies (such as ink) that results in: (i) damage to PBI Equipment; (ii) poor indicia, text, or image print quality; (iii) indicia readability failures; or (iv) a failure to print indicia, text, or images.
- (f) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with the PBI Equipment may be reclaimed, reconditioned or remanufactured. Any such item is warranted to perform according to the same standards as the equivalent new item.
- (g) The warranty does not cover Consumable Supplies.

L7.3 PBGFS AND THE BANK ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

L8. EQUIPMENT OBLIGATIONS

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

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

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

L9. RISK OF LOSS AND VALUEMAX® PROGRAM

L9.1 Risk of Loss.

- (a) You bear the entire risk of loss to the Equipment from the date of acceptance by PBI until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted ("Loss").
- (b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss.
- (c) To protect the equipment from loss, you will either (i) keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance") or (ii) be enrolled in PBGFS' ValueMAX program described in Section 9.1(d).
- (d) YOU MUST CALL US AT 1-800-732-7222 AND PROVIDE US WITH EVIDENCE OF INSURANCE. If you do not provide evidence of Insurance and have not previously enrolled in our equipment replacement program

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

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

L10. NON-APPROPRIATION

L10.1 See Participation Addendum

L11. EARLY TERMINATION

L11.1

You 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.

Cancelable Lease – Cancel upon ninety (90) days prior written notice and payment of a termination charge equal to one quarterly payment.

L12. MISCELLANEOUS

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

L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT

OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD. ANY ASSIGNMENT WITHOUT OUR CONSENT IS VOID.

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

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

L12.5 The order of precedence governing the relationship between the Participating Entity and the Contractor shall be, the State's Participating Addendum, the NASPO ValuePoint Master Agreement ADSPO16-169897, these terms and conditions, and any attached exhibits. If there is a conflict between any of the terms and conditions in this agreement, your State's Participating Addendum and the Master Agreement ADSPO16-169897 shall prevail.

L12.6 Any Meter rented under this Agreement is subject to the applicable USPS regulations and meter terms and conditions as may be provided by PBI.

L12.7 Our Equipment may contain embedded software. You agree: (i) that PBI and its licensors own the copyrights and other intellectual property in and to the embedded software; (ii) that you do not acquire any right, title or interest in or to the embedded software; (iii) only to use the embedded software with our Equipment in which the embedded software resides; (iv) that you may not copy the embedded software; (v) that you may neither modify nor create derivative works of the embedded software (vi) that you may neither distribute nor disclose the embedded software (or any portion thereof) to any other person; (vii) that you may not translate, de-compile, disassemble, or otherwise attempt to unbundle, reverse engineer or create derivative works of the embedded software, except as permitted by applicable law; and (viii) that you may not export the embedded software in contravention of applicable export control laws. The embedded software contains third party software. Notwithstanding the above, this section does not modify any terms that may accompany such third party software.

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

L12.9 We will provide you with a welcome letter by email

Attachment C Meter Rental Terms

1. DEFINITIONS

As used in this Agreement, the following terms mean:
"Agreement" – the Order, your State's Participating Addendum, the NASPO ValuePoint Master Agreement ADSPO16-169897, as amended, these terms and conditions, and any attached exhibits.

"Bank" - The Pitney Bowes Bank, Inc.

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

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

"Master Agreement" – NASPO ValuePoint Master Agreement ADSPO16-00006328 Mail Room Equipment, Services and Maintenance 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.

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

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

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

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

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

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

"USPS" – the United States Postal Service.

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

2. METER RENTAL

2.1 Fees

- (a) We will invoice you the Meter rental ("rental") fees listed on the Order.
- (b) After the Initial Term, we may increase the rental fees in accordance with the Master Agreement via executed amendment to the Master Agreement.
- (d) When you receive notice of an increase, you may terminate this Agreement as of the date the increase becomes effective.
- (e) If you do not pay the fees when due or you do not comply with the Agreement, upon five days' notice and continued non-payment, we may disable the Meter, terminate the Agreement, retake the Meter, and collect from you all fees due through the termination date of the Agreement.
- (f) The State of New Mexico will be invoiced for the NM Gross Receipts Tax on the Meter and Services unless a valid tax exemption

certification acceptable to the applicable taxing authority is provided.

2.2 Postage

- (a) You may transfer funds to the Bank for deposit into your Reserve Account or you may transfer funds to the United States Postal Service ("USPS") through a lockbox bank ("Lockbox Bank"). See section U1 for details.
- (b) If you participate in any optional PBI, PBGFS, or Bank postage advance programs (such as Purchase Power), we will advance payment on your behalf to USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your Meter rental fees.
- (c) If you purchase postage through a Lockbox Bank, the USPS is responsible for refunds of unused postage and those refunds will be made in accordance with then current USPS regulations.

2.3 Terms of Use; Federal Regulations

- (a) You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any operator guide and (iii) all USPS regulations.
- (b) You agree to use only attachments or printing devices authorized by us.
- (c) You must receive our written consent before moving the Meter to a different location.
- (d) Federal regulations require that we own the Meter.
- (e) Tampering with or misusing the Meter is a violation of federal law.
- (f) Activities of the USPS including the payment of refunds for postage by the USPS to clients will be made in accordance with the current Domestic Mail Manual.
- (g) If the Meter is used in any unlawful scheme, or is not used for any consecutive 12 month period, or if you take the Meter or allow the Meter to be taken outside the United States without proper written permission of USPS Headquarters, or if you otherwise fail to abide by the postal regulations and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter rental may be revoked. You acknowledge that any use of this Meter that fraudulently deprives the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false or fraudulent statement can result in imprisonment of up to 5 years and fines of up to \$10,000 (18 U.S.C. 1001) and a civil penalty of up to \$5,000 plus an assessment of twice the amount falsely claimed (3 U.S.C. 3802). The mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes.
- (h) You are responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to us. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or

theft.

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

2.4 Care and Risk of Loss

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

2.5 Rate Updates and Soft-Guard® Program

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

2.6 Repair or Replacement

- (a) Pitney Bowes is responsible for the repair or replacement of the Meter in the event the repair or replacement is not required due to the State's usage which exceeds our recommendations, use of Meter in a manner not authorized by this Agreement or any operator guide, use of equipment in an environment with unsuitable humidity and/or line voltage, damage in transit due to the relocation of the equipment other than by an authorized Pitney Bowes employee or Agent, virus contamination or loss of data, loss or fluctuation of power, fire, flood or other natural causes, external forces beyond our control, sabotage or service by anyone other than us, failure to use applicable software updates, use of Meter with any system for which we have advised you we will no longer provide support or which we have advised you is no longer compatible, or use of third party supplies (such as ink), hardware or software that results in (i) damage to Meter (including damage to printheads), (ii) poor indicia, text or image print quality, (iii) indicia readability failures or (iv) a failure to print indicia, text or images.

(b) REPAIR OR REPLACEMENT IS YOUR SOLE REMEDY.

2.7 LIMITATION OF LIABILITY

See – Master Agreement

2.8 Collection of Information

- (a) You authorize us to access and download information from your Meter and we may disclose this information to the USPS or other governmental entities

to the extent mandated by Federal Government Regulations.

- (b) We will not share with any third parties (except the USPS - or other governmental entities to the extent mandated by Federal Government Regulations) 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. Aggregated data for postage usage will not show individual customers' information and would not allow third parties to identify individual customer usage.

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 AND SUBSCRIPTION SERVICES

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

person; and (v) you may not export the embedded software in contravention of applicable export control laws. The embedded software contains third party software, which, notwithstanding the above, is subject to any terms that may accompany such third party software.

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

5. INTERNET ACCESS POINT

5.1 The Connect+™ and SendPro C and P series mailing systems may use an internet access point (e.g., wireless router) provided by us. You may only use this access point for connectivity between the Connect+™ and SendPro C and P series mailing systems 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 See Lessee's End-of-Lease-Term Options of the Master Lease Agreement.
- 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.

7. ORDER OF PRECEDENCE.

7.1 If there is a conflict between any of the terms and conditions in this Attachment C, your State's Participating Addendum and the Master Agreement ADSPO16-169897, the terms set forth in this Attachment C shall prevail.

UNITED STATES POSTAL SERVICE ACKNOWLEDGMENT OF DEPOSIT

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

UI.2 To the extent you deposit funds in advance of the use of any evidence of postage, you may make Deposits in the Lockbox Bank account identified as "United States Postal Service CMRS-PB" or make deposits in your Reserve Account, in either case through electronic means, including Automated Clearinghouse Transfers. The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by you to the Lockbox Bank account described above.

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

UI.4 Any Deposit made by you in the Lockbox Bank account shall be credited by the USPS only for the payment of evidence of postage. Such Deposits may be commingled with Deposits of other clients. You shall not receive or be entitled to any interest or other income earned on such Deposits.

UI.5 The USPS will provide a refund to you for the remaining account balances of Deposits held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for evidence of postage, published in the CFR.

UI.6 The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by you, so that PBI can update its records.

UI.7 PBI may deposit funds on your behalf. The USPS will make no advances of funds to you. Any relationship concerning advances of funds is between you and PBI, PBGFS and/or the Bank.

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

UI.9 Postal Regulations governing the deposit of funds are published in the CFR or its successor. You acknowledge that you shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

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